

TOWN OF GRAY
GRAY TOWN COUNCIL
AGENDA • SEPTEMBER 6, 2022

**Gray Town
Council Regular
Meeting**

Town Council Chambers
24 Main Street, Gray, ME 04039
<https://us06web.zoom.us/j/87076969564>
Phone 646-558-8656 / Meeting ID: 870 7696 9564

7:00 PM

I. OPENING STATEMENT

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

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. MINUTES FROM PREVIOUS MEETINGS 5 MINS

1. To Review and Approve the Minutes of the Town Council Meeting on August 2, 2022.

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

Comments are intended for information sharing, not discussion. Comments in excess of three minutes are welcome at the end of the agenda prior to adjournment. Call 646-558-8656 / Meeting ID: 815 3196 0312

VI. ADJUSTMENTS TO THE AGENDA 5 MINS

VII. PRESENTATION 7:20PM

1. Knox Box / Safe Life - Public Safety - Pete Holmquist 15 MINS

VIII. PUBLIC HEARING 7:35PM

1. Second Reading/Public Hearing - To Review and Act Upon Adopting Short Term Rental Ordinance (Chapter 390) which requires all short-term overnight rental accommodations in Gray to register each rental unit and pay an administrative processing fee. 10 MINS

Proposed motion:

Be it Ordained, the Gray Town Council adopts the Short Term Rental Ordinance (Chapter 390).

IX. ACTION ITEMS 7:45PM

1. To Review and Act Upon Approving the Public Safety Department's proposed purchase of Body Armor from Safe Life in an amount not to exceed \$11,000. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council approves the Public Safety Department's purchase of Safe Life Defense Armor in an amount not to exceed \$11,000.

2. To Review and Act Upon Approving the Public Safety Department's proposed purchase of Knox Box secured storage equipment in an amount not to exceed \$13,210. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council approves the Public Safety Department's purchase of Knox Box secured storage equipment in an amount not to exceed \$13,210.

3. To Review and Act Upon Approving the Public Safety Department's funding of a replacement for Engine 41. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council approves the Public Safety Department's funding of a replacement for Engine 41 in an amount not to exceed \$ _____.

4. To Review and Act Upon Authorizing the Town Manager to execute a particular release agreement. **10 MINS**

Proposed motion:

Ordered, the Gray Town Council authorizes the Town Manager to execute a particular release agreement.

5. To Review and Act Upon Approving the Appointment of Dan Cobb and Tamara Pinard as regular members of the Planning Board with terms expiring August 31, 2025. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council appoints Dan Cobb and Tamara Pinard as regular members of the Planning Board with terms expiring August 31, 2025.

6. To Review and Act Upon Approving the Appointment of Al Schaeffer, Bob Coleman, and Kaitlyn Nuzzo as regular members of the Open Space Committee with terms expiring August 31, 2025. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council appoints Al Schaeffer, Bob Coleman, and Kaitlyn Nuzzo as regular members of the Open Space Committee with terms expiring on August 31, 2025.

7. To Review and Act Upon Approving the Appointment of Leah Sander as a regular member of the CEDC with a term expiring August 31, 2024. 5 MINS

Proposed motion:

Ordered, the Gray Town Council appoints Leah Sander as a regular member of the CEDC with a term expiring August 31, 2024.

8. To Review and Act Upon Approving the Appointment of Karen Morrison and Cathy Janelle as regular members of the Library Trustees with terms expiring on August 31, 2025. 5 MINS

Proposed motion:

Ordered, the Gray Town Council appoints Karen Morrison and Cathy Janelle as regular members of the Recreation Committee with a term expiring on August 31, 2025.

9. To Review and Act Upon Approving the Appointment of Cindy Chamberlain and Sherrie Baker-Hewey as regular members of the Dry Mills Schoolhouse Museum Committee with terms expiring on August 31, 2025. 5 MINS

Proposed motion:

Ordered, the Gray Town Council appoints Cindy Chamberlain and Sherrie Baker-Hewey as a regular member of the Dry Mills Schoolhouse Museum Committee with terms expiring on August 31, 2025.

10. To Review and Act Upon Approving the Appointment of Galen Morrison as a regular member of the Board of Assessment Review with a term expiring on August 31, 2025. 5 MINS

Proposed motion:

Ordered, the Gray Town Council approves the appointment of Galen Morrison as a regular member of the Board of Assessment Review with a term expiring on August 31, 2025.

11. To Review and Approve the Appointment of Ellie Steele as a regular member of the Resiliency Committee with a term expiring on August 31, 2025. 5 MINS

Proposed motion:

Ordered, the Gray Town Council approves the appointment of Ellie Steele as a regular member of the Resiliency Committee with a term expiring on August 31, 2025.

12. To Review and Act Upon Approving an Amendment to the Committee and Affiliations Policy relating to the timing of member appointments. 5 MINS

Proposed motion:

Ordered, the Gray Town Council approves the proposed amendment to the Committee and Affiliations Policy.

13. To Review and Act Upon Approving an Amendment to the FY2023 Fee Schedule relating to Short Term Rentals. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council approves the proposed amendment to the FY2023 Fee Schedule.

X. REPORT FROM THE COUNCIL CHAIR 5 MINS - 8:55PM

XI. REPORT FROM THE TOWN MANAGER 5 MINS

XII. COMMITTEE REPORTS 10 MINS

XIII. COUNCIL CORRESPONDENCE/ACTIVITIES 5 MINS

XIV. ADJOURNMENT 9:20PM

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TOWN OF GRAY
GRAY TOWN COUNCIL MINUTES – August 2, 2022

Gray Town Council	Henry Pennell Municipal Complex	7:00 PM
Regular Meeting	24 Main Street, Gray, ME 04039	

I. OPENING STATEMENT: This was conducted as a hybrid meeting - via “Zoom” and in-person.

II. ROLL CALL:

Attendee Name	Title	Status
Sandra Carder	Councilor - Chair	Present – In Person
Michael Curtis	Councilor	Present – In Person
Dan Maguire	Councilor	Present – In-Person
Krista Chappell	Councilor – Vice Chair	Excused
Martin Meaney	Councilor	Present – In Person
Nate Rudy	Town Manager	Present – Online

III. PLEDGE OF ALLEGIANCE TO THE FLAG:

IV. MINUTES FROM PREVIOUS MEETINGS:

1. *To Review and Approve the Minutes of the Town Council Meeting on July 5, 2022*

MOTION: *by Dan Maguire, seconded by Martin Meaney, to approve the Town Council meeting minutes for July 5, 2022.*

VOTED: *4-0 (Passed)*

V. PUBLIC COMMENTS OF NON-AGENDA ITEMS (LIMIT 3 MINS PER PERSON). Public Comment was opened at 7:03 pm. Bruce Foshay, 32 Deer Acres Road, wanted it on record that during a recent accident closing the road for 4 hours between Brown Road and Gore Road traffic was rerouted down Deer Acres Road (private) because it joins the 2 roads. Who makes the decision to route traffic from a public road to a private road? Who is allowed to do that redirection? Public Comment was closed on Non-Agenda Items at 7:05 pm.

VI. ADJUSTMENTS TO THE AGENDA.

Sandra asked the Council to suspend Council rules to add to Agenda Action Item 8. To appoint the Town Clerk.

Action Item 8. Appointment of Town Clerk. The following motion was made.

MOTION: *by Dan Maguire, seconded by Michael Curtis, to suspend the Council rules to add to Action Item 8. Action Item 8. Appointment of the new Town Clerk.*

VOTED: *4-0 (Passed).*

VII. PUBLIC HEARINGS

1. **First Reading/Public Hearing:**

To Review and Act Upon Setting a Second Reading/Public Hearing on September 6, 2022 to consider a new Short-Term Rental Ordinance (Chapter 390) which requires all short-term overnight rental accommodations in Gray to register each rental unit and pay an administrative processing fee.

Proposed motion: Ordered, the Gray Town Council approves a Second Reading/Public Hearing on September 6, 2022 to consider adopting a new Short-Term Rental Ordinance (Chapter 390).

MOTION: *by Dan Maguire, seconded by Michael Curtis, to hold a Second Reading/Public Hearing on September 6, 2022*

to consider adopting a new Short-Term Rental Ordinance (Chapter 390).

VOTED: 4-0 (Passed).

VIII. ACTION ITEMS:

1. To Review and Approve the Lease Purchase of John Deere 85 G excavator with related equipment and accessories in the amount of \$156,000.

MOTION: by Martin Meaney, seconded by Dan Maguire

Ordered, the Gray Town Council approves the Lease Purchase of John Deere 85 G excavator with related equipment and accessories in the amount of \$156,000.

VOTED: 4-0 (Passed).

2. To Review and Approve the Contract to Purchase road salt from Morton Salt for the price of \$68.27/ton for straight salt and \$98.27/ton for treated salt.

MOTION: by Martin Meaney, seconded by Dan Maguire

Ordered, the Gray Town Council awards the contract to purchase road salt from Morton Salt for the price of \$68.27/ton for straight salt and \$98.27/ton for treated salt.

VOTED: 4-0 (Passed).

3. To Review and Approve the Contract to Purchase a Generator for the Gray Public Library from _____ in the amount of _____.

MOTION: by Dan Maguire, seconded by Martin Meaney

Ordered, the Gray Town Council approves the contract to purchase a 100kw 400amp Single Phase LP Generator from Mid Maine Generator in the amount of \$37,616.00.

VOTED: 4-0 (Passed)

4. To Review and Approve the Contract to Purchase an LED sign and sign skin from _____ in the amount of _____.

MOTION: by Dan Maguire, seconded by Martin Meaney

Ordered, the Gray Town Council approves the contract to purchase an LED sign and sign skin from United Signs of Norcross, GA in the amount of \$22,900.

VOTED: 4-0 (Passed)

5. To Review and Approve the Design of the Village Green Pocket Park welcome sign.

MOTION: by Dan Maguire, seconded by Martin Meaney

Ordered, the Gray Town Council approves the design of the Village Green Pocket Park welcome sign.

VOTED: 4-0 (Passed)

6. To Review and Act Upon Approving the Election of Nathaniel Rudy and _____ to MMA's Legislative Policy Committee.

MOTION: by Dan Maguire, seconded by Martin Meaney

Ordered, the Gray Town Council votes to elect Nathaniel Rudy and Janice De Lima to MMA's Legislative Policy Committee.

VOTED: 4-0 (Passed)

7. To Review and Act Upon Approving the Appointment of Jonathan Hartt as Acting Town Manager when Town Manager Nathaniel Rudy is unavailable.

MOTION: by *Martin Meaney*, seconded by *Dan Maguire*

Ordered, the Gray Town Council appoints Jonathan Hartt to serve as Acting Town Manager when Nathaniel Rudy is unavailable to serve as Town Manager, effective June 30, 2022.

VOTED: 4-0 (Passed)

IX. REPORT FROM THE COUNCIL CHAIR.

Sandra stated Visioning sessions held last week although the sessions were not largely attended the Block party was well attended. Thank you to the staff that planned this event while being understaffed and working on the Wild Blueberry Festival. Everyone did an amazing job, and it was noticed. Next steps for the principal group are to provide some cross-sections of the roads to us for the workshop next Tuesday 8/9 at 5:30PM. Staff, Water District and Will Haskell will be here in person. Nat is communicating with the principal to make sure we have materials in time for the workshop and to have Will have information on the roundabout and high-level preliminary #'s on underground utilities. Nate is working on scheduling a meeting with MDOT on 8/29 or 8/30. The principal group will then have full report ready for 9/20 meeting then council retreat being 9/24. Second workshop in September is unknown. If not, they will try to get back on schedule in October. LD290 Tax Stabilization Law passed with little attention and even though committee voted ought not to pass. Law takes affect on Aug. 8, for seniors 65 and older, and have been in their homes for more than 10 years. This means the burden of the tax fees shifts to all other income taxpayers as the State will reimburse municipalities 100% of the lost revenues. Lauren is reviewing LD290. Applications are due by 12/1. Concerned about the lack of a financial note attached to it. State site does say 100% and advising Assessors to have applications ready, approve and prepare the spreadsheet for submittal. Also received an email from Jansen and Baird. Best approach is to review this at our retreat. (1:02). Important to finding out the process and apply for monies. Stipends were discussed and agreed to discuss it. Money for the Planning Board was put in but not for the ZBA. Outstanding committee reports need to be submitted immediately to Kyle. Remind committee members appointments are coming up and remind them to reapply if interested. Several have been received. It was brought up the Committee Policy states we are going to make appointments in August but should say Sept. Will bring forward for Sept. meeting. Volunteer Awards Ceremony will be at 1PM during the Blueberry Festival.

IX. REPORT FROM THE TOWN MANAGER.

Nate Rudy is pleased to be back after an unanticipated absence. Thank you for understanding and to Jon Hartt for covering in his absence. Planning week and Block Party says a lot about the employees and appreciate the support in the budget to keep people incentivized and working with us. Nate will host a community volunteer booth at the Wild Blueberry Festival.

X. COMMITTEE REPORTS.

Dan Maguire: Planning Board met and encourage others to watch the session to see the issues faced by the Planning Board. PB also discussed the Hybrid Meeting Policy.

Michael Curtis: All three committees need more volunteers. GTV discussed a more usable platform for TV Station, sited Freeport TV as an example. Signage at Town Hall and programming additions. EDC worked on the Welcome sign also finalizing parking sign, talked about friends in the park and what to do with the birdhouses. Makeover of the facilities building at the Transfer Station. There is a possible ramp that needs replacing but the focus is on artwork. Library Trustee Committee excited about the generator, approved no fee for late fees. Kathy is retiring and acknowledgement to her is planned.

Martin Meaney: Open Space Committee met discussing cluster housing on undeveloped land and good match for business and building space. ZBA met and issued a variance. They need volunteers. The Wild Blueberry Festival planning is going along good. Finance Committee met.

Sandra Carder: Received an Open Space application came out of the Open Space Visioning Session showing it is important to do this outreach. Recreation approved annual report summary. Issue is finding staff for programming. People interested reach out to Anthony. Sr. asked to have Pennell Path cleared for winter. Also information from volunteers to clear paths at Libby Hill and reaching out to Fiddle Head coordinators. Trunk or Treat will be at New Gloucester Fairgrounds. Next Meeting 9/12. Dry Mills and Open Space meeting.

XI. COUNCIL CORRESPONDENCE/ACTIVITIES.

Dan Maguire: MMA

Michael Curtis: Nothing to report

Martin Meaney: July 9 attended Crystal Lake meeting. They also need volunteers.

Sandra Carder:

- Email from Anne Gass thanking the staff for planning the block party and visioning sessions.
- MDACF Bear Brook received the funding.
- Thank you letter from Northern Light Health for continued home hospice donation.
- Attended Visioning sessions.
- Spoke to resident about the problem with the Charles Barker Scholarship Fund and it would be addressed in an upcoming budget cycle.
- Follow up email received from Deer Acres and advised them of work schedule that it would most likely be in October.
- Confirmed 10/18 with Catherine Breen to come.
- Mo confirmed new "Entering Gray Center" signs came in and will need to be corrected.

XII. ADJOURNMENT. The following motion was made.

MOTION: *by Dan Maguire, seconded by Martin Meaney, to adjourn the meeting at 8:445 pm.*

VOTED: *4-0 (Passed).*

Respectfully submitted,

Jennifer S. Doten, CCM
Town Clerk, Gray

DRAFT



Knox Company
 1601 W Deer Valley Rd
 Phoenix AZ 85027
 United States

Quote# QT-KA-35963

QUOTED TO:
 CUS109699
 GRAY FIRE RESCUE
 125 SHAKER RD
 GRAY ME 04039-7797
 UNITED STATES
 CUMBERLAND

SHIP TO:
 GRAY FIRE RESCUE
 125 SHAKER RD
 GRAY ME 04039-7797
 UNITED STATES
 CUMBERLAND

Expires On	Sales Rep	Terms	PO #	Shipping Method
7/26/2022	Ralph Orta	N30 - Net 30		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KS-6K2	KeySecure® 6, SUPPORTS 1 eKEY, 1 MSTR KEY	10	EA	\$1,075.40	\$10,754.00
Installation Address: Primary System Code Role: PS-98-0030-01-75-EKY01					
90034-KS5KS6	REPAIR TECH LOCK, KeySecure® 5/6	10	EA	\$0.00	\$0.00
Installation Address: Primary System Code Role: PS-98-0030-01-75-RTB01					
KLS-MB-60	MOUNTING BRACKET 60° ANGLE, KeySecure® 5 & 6	10	EA	\$70.30	\$703.00
Installation Address: Primary System Code Role: PS-98-0030-01-75-BOXES					
SMS-9002C1	1YR. KnoxConnect™ Cloud License 7-20 devices	1	EA	\$1,038.00	\$1,038.00
Installation Address: Primary System Code Role: PS-98-0030-01-75-BOXES					
91158	RETROFIT KIT, PCBA, MAIN BOARD, MedVault® 2.5 Large	2	EA	\$481.00	\$962.00
Installation Address: Primary System Code Role: PS-98-0030-01-75-EMS01					

Subtotal \$13,457.00
 Tax Amount \$692.73
 Shipping and Handling \$176.00

Total \$14,325.73

MINUS TAX \$13,633

Budgeted \$13,210

Overby \$423.00



QT-KA-35963

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All pricing is subject to change and is based on a quantity order to be shipped all at one time. Prices quoted are valid through the "Expires On" date shown. All shipping and handling fees, if provided, are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

SALES TAX DISCLAIMER: Knox is required to collect sales tax for purchases made in the following states: AL, AR, AZ, CA, CO, CT, FL, GA, IA, IL, IN, KS, KY, MA, MD, ME, MI, MN, NC, NE, NJ, NM, NV, NY, OH, OK, PA, RI, SC, TN, TX, UT, VA, VT, WA and WI. Where applicable, Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are sales tax exempt, you must provide us with an exemption certificate at the time the order is placed.

Please submit a purchase order form.

KNOX SOFTWARE CONNECT FORM REQUIRED WITH FIRST ORDER

Knox E-key is a separate purchase and not included with the purchase of the unit.

By signing, you accept this Quotation and Terms, including the product configuration and payment terms indicated above.

Signature / Date

Jonathan Hartt

From: Doug Webster
Sent: Thursday, August 18, 2022 5:46 PM
To: Jonathan Hartt
Cc: Kristen Muszynski
Subject: FW: Fee Schedule for STR's

Friendly reminder...

Doug.

From: Doug Webster
Sent: Monday, August 8, 2022 12:18 PM
To: Jonathan Hartt <jhartt@graymaine.org>; Town Clerk <townclerk@graymaine.org>
Cc: Nathaniel Rudy <nrudy@graymaine.org>; Code Office <ceo@graymaine.org>
Subject: RE: Fee Schedule for STR's

All-

The fee associated with registering a short-term rental (STR) came up at the TC's 8-2-22 meeting. There was a consensus from the 4 members present that the fee should be **\$25**. I suggest that the wording in the fee schedule be clear that the fee is for *each* STR; not one fee per property in the event that one property has more than one STR.

Just so others are apprised, I tried to be clear when speaking at the meeting that in the event that there are additional standards adopted in the future, the annual fee would likely be higher. It would be significantly higher when/if the Town decides to hire a consultant to actively monitor STR's since the costs associated with the consultant, working for the town, would need to be passed on to those parties registering their STR.

Second reading is currently slated to be at the TC's 9-6-22 meeting. Jon appropriately suggested that on the 9-6-22 TC agenda that the sequence of the agenda would be second reading/adoption followed immediately by the action item to amend the fee schedule for the \$25.

Thanks to all for your help.

Doug.

From: Code Office <ceo@graymaine.org>
Sent: Wednesday, August 3, 2022 1:36 PM
To: Jonathan Hartt <jhartt@graymaine.org>
Cc: Nathaniel Rudy <nrudy@graymaine.org>; Town Clerk <townclerk@graymaine.org>; Doug Webster <dwebster@graymaine.org>
Subject: RE: Fee Schedule

I have not been involved in this at all. I will have to talk with Doug.

Tammy Munson
Code Enforcement Officer

657-3112

From: Jonathan Hartt <jhartt@graymaine.org>
Sent: Wednesday, August 3, 2022 1:27 PM
To: Code Office <ceo@graymaine.org>
Cc: Nathaniel Rudy <nrudy@graymaine.org>; Town Clerk <townclerk@graymaine.org>
Subject: RE: Fee Schedule

Tammy, my understanding is that the Council will appreciate knowing how the ordinance (if approved) might be reflected in the fee schedule.

Thanks,
Jon

Jonathan Hartt, SHRM-CP
Human Resources Director
Town of Gray
24 Main Street, Gray, ME 04039
(207) 657-3339 x102
www.graymaine.org



From: Code Office <ceo@graymaine.org>
Sent: Wednesday, August 3, 2022 1:20 PM
To: Jonathan Hartt <jhartt@graymaine.org>
Cc: Nathaniel Rudy <nrudy@graymaine.org>; Town Clerk <townclerk@graymaine.org>
Subject: RE: Fee Schedule

Yes. Is this a good time to include any proposed changes?

Tammy Munson
Code Enforcement Officer
657-3112

From: Jonathan Hartt <jhartt@graymaine.org>
Sent: Wednesday, August 3, 2022 1:02 PM
To: Code Office <ceo@graymaine.org>
Cc: Nathaniel Rudy <nrudy@graymaine.org>; Town Clerk <townclerk@graymaine.org>
Subject: FW: Fee Schedule

Hi Tammy,

Could you please add any proposed STR fees to the attached Fee Schedule? Nate would like to present Council with a revised/proposed schedule when they next meet (9/6) about the Short Term Rental Ordinance.

Thanks,
Jon

Jonathan Hartt, SHRM-CP
Human Resources Director
Town of Gray
24 Main Street, Gray, ME 04039
(207) 657-3339 x102
www.graymaine.org



From: Jonathan Hartt
Sent: Wednesday, July 20, 2022 12:56 PM
To: Finance Director <Finance@graymaine.org>
Cc: Kyle Hadyniak <khadyniak@graymaine.org>
Subject: RE: Fee Schedule

Hi Katie,

I've attached the final fee schedule (with Recreation fees corrected per Council request). Please let me know if you see any issues.

Thanks,
Jon

Jonathan Hartt, SHRM-CP
Human Resources Director
Acting Town Manager
Town of Gray
24 Main Street, Gray, ME 04039
(207) 657-3339 x102
www.graymaine.org



From: Finance Director <Finance@graymaine.org>
Sent: Friday, July 8, 2022 10:51 AM
To: Jonathan Hartt <jhartt@graymaine.org>
Subject: Fee Schedule

Morning Jon,
Here is the fee schedule updated with the abbreviations spelled out.

Let me know if you need anything further.

Thank You

Katie

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).

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CHAPTER 390
SHORT-TERM RENTAL ORDINANCE
TOWN OF GRAY MAINE

Short-term Rental Ordinance Adopted September 6, 2022 / Effective Date October 6, 2022

SECTION 1 – GENERAL ADMINISTRATION

SECTION 1.1 – PURPOSE

The Town of Gray seeks to balance the desire of property owners to rent their properties to short-term tenants and the desire of residents to preserve the character of their residential neighborhoods. The purpose of this ordinance is to minimize the negative impacts of transient occupation on adjacent residents, to maintain housing availability for long-term residents and to protect the public safety of visitors and residents. This ordinance is applicable to all short-term rentals (STR), including those existing prior to enactment of the ordinance and those that are new.

SECTION 1.2 – EFFECTIVE DATE

The effective date of this Ordinance shall be October 6, 2022.

SECTION 1.3 – APPLICABILITY

The provisions of this Ordinance shall apply to all permanent single-family, duplex, or multi-family dwellings at which one or more overnight accommodations are available to rent for a tenancy of less than thirty (30) consecutive calendar days, excluding campgrounds, motels, hotels, and bed and breakfasts. STR's may be permitted in non-permanent structures such as tents and recreational vehicles, provided that such rentals comply with the requirements of this Ordinance.

SECTION 1.4 – APPEALS

Decisions of the town staff under this ordinance shall be appealed to the Town Council within thirty (30) calendar days of the date of the decision. Appeals shall be filed with the Town Clerk and shall include a summary of the decision from which the appeal is taken and a summary of the issues for which review is sought.

SECTION 1.5 – SEVERABILITY

Should any section or provision of this Ordinance be declared by the courts to be invalid, such decision shall not invalidate any other article, section, or provision of this Ordinance.

SECTION 1.6 – CONFLICTS WITH OTHER ORDINANCES

This Ordinance shall not repeal, annul, or in any way impair or remove the necessity of compliance with any other rule, regulation, permit, or provision of law. Whenever the requirements of this Ordinance are in conflict with the requirements of any other lawfully adopted rules, regulations, Ordinances, deed restrictions, or covenants, the most restrictive shall govern.

SECTION 2 – REQUIREMENTS

SECTION 2.1 – REGISTRATION

- A. The owner(s) of the property on which the short-term rental is located must register each year with the town prior to advertising, renting or operating any STR unit. Registration forms will be available via the Town website or at the Town Clerk's office and must be submitted to the Town

Clerk, together with the registration fee, on an annual basis, due by January 2 for the current calendar year.

- B. The annual registration shall expire December 31 of each year. Registrations and accompanying fees for the next calendar year shall be accepted beginning December 1 for the subsequent year's registration.
- C. The annual registration fee will be established by order of the Town Council. The town will charge a penalty fee, not to exceed double the registration fee, for properties in violation of the STR ordinance, for those properties not registered by March of the calendar year in which the STR is operating.
- D. If more than one short-term rental unit is located on a single property, a separate registration and accompanying fee shall be paid for each individual STR unit.
- E. The registration form will require property owners to submit and affirm the following information for STR operation:
 - 1. location, including street address and Town of Gray assessing map/lot;
 - 2. the maximum number of people that may be staying overnight in the STR;
 - 3. if there is more than one (1) STR on one property, the number of additional STR's available for rental on the subject property;
 - 4. period of rental availability during the calendar year;
 - 5. 24/7 contact information, including a cell phone number, for the property owner(s) and/or manager for use by public safety personnel in the event of an emergency; and
 - 6. affirmation that the STR complies with applicable building and fire safety codes as well as all applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

SECTION 2.2 – PERFORMANCE STANDARDS

- 1. The property owner(s) shall be responsible for complying with applicable building and fire safety codes.
- 2. The property owner(s) shall be responsible for complying with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations.
- 3. The property owner(s) shall be responsible for ensuring that emergency contact information is clearly and conspicuously posted in all rental units and shall include the name(s), 24-hour phone number(s), and email address(es) of the property owner(s) and/or manager(s).
- 4. In accordance with State-mandated building and plumbing code requirements, STR's in permanent structures are required to have access to adequate bathroom facilities.
- 5. STR's may be permitted in non-permanent structures such as tents and recreational vehicles, provided that the requirements of this Ordinance are met for such non-permanent structures.
- 6. The code enforcement officer is authorized to inspect the STR property upon receipt of any code violation complaint.

SECTION 2.3 –VIOLATIONS AND ENFORCEMENT

Failure to comply with any requirement of this Ordinance shall result in the issuance of a notice of violation from the code enforcement officer or other authorized official of the Town. If the violation is not addressed within the time period established in the notice of violation, the Town may bring an enforcement action in the Maine District or Superior Court. Each violation shall be subject to a minimum fine of \$100. Each day that the violation continues shall be considered a separate violation. In the event that the Town is successful in proving a violation, it shall be entitled to recover its attorney's fees and costs in bringing the enforcement action.

TOWN OF GRAY
FEE SCHEDULE FY 2023

TOWN OFFICE-CLERK/TREASURE	Fees
Motor Vehicle Registrations	
Excise rates are determined at the State level as well as all other mandated fees.	
Agent fees are traditionally set at the highest rate allowed by the State.	
Vital Records (Birth, Death, Marriage)	
Rates are determined at the State level.	
Dog Licenses	
Rates are determined at the State level (including late fee assessed on February 1st annually).	
Ordinance mandated fee for unregistered dogs (maximum)	\$100.00
Inland Fisheries & Wildlife Licenses (Hunting, Fishing)	
Rates are determined at the State level.	
Recreational Vehicle Registrations (Boat, Airplane, ATVs, Snowmobiles)	
Excise rates are determined at the State level as well as all other mandated fees.	
Agent fees are traditionally set at the highest rate suggested by the State.	
Ordinance-Mandated Licenses/Permits	
Automobile Graveyard and Auto Recycling Permit* ("Junk Yards")	\$50.00
Games of Chance License*-Rates are determined at the State level.	
Liquor License* (Off-premise Caterer)	\$10.00
Special Amusement Permit*	\$250.00
Liquor License*	\$30.00
Mass Gathering Application Fee* (non-refundable)	\$25.00
Mass Gathering Permit Fee*	\$200.00
Massage License (New)-Therapist Or Establishment Or Combination*	\$150.00
Massage License (Renewal)-Therapist Or Establishment Or Combination*	\$50.00
Mobile Vendor License (Resident)*	\$25.00
Mobile Vendor License (Non-Resident)*	\$50.00
Farmer's Market License	
Private Property Annually	\$15.00
Vendor Fee (Per Each)	\$10.00
Public Property Annually	\$35.00
Vendor Fee (Per Each)	\$15.00
Food Truck License	
Resident	\$25.00
Non Resident	\$50.00
Advertising Fee	\$100.00
Farm Stand-Annual License	\$50.00
Home Solicitation License (Resident)*	\$25.00
Home Solicitation License (Non-Resident)*	\$50.00
Professional Fireworks Display	\$400.00
Short Term Rental Registration Fee per STR	\$25.00
Waste Haulers License	\$200.00
Tax Lien Fees (Record, discharge, demand, postage)	
Rates are determined at the State level.	
Postage and demand fees are traditionally set at the highest rate allowed by the State.	

TOWN OF GRAY
FEE SCHEDULE FY 2023

	Fees
TOWN OFFICE-CLERK/TREASURE (continued)	
Miscellaneous Clerk Fees	
Abutter Notifications (per abutter) (required if any Mass Gathering Permit Fee is waived)	Current rate set by USPS for applicable first-class mail
Advertising (for all applications which require a Public Hearing)(per ad)*	\$100.00
Copies-Black and White (per page)	\$0.50
Copies-Color (per page)	\$1.00
Fax (per page) (including vehicle insurance cards)	\$1.00
Information Requests (FOIA, FOAA, etc)-First hour	\$0.00
Information Requests (FOIA, FOAA, etc)-After the first hour	Highest rate allowed by State
Non-Violation Land Use Consent Agreement (includes all out-of-pocket fees/expenses)	\$500.00
Electronic or Hard Copy (Voter List) (as allowed by law)	Highest rate allowed by State
Electronic Version of Database(s) (Dog Owners, Taxpayers/Property Information, etc)	\$35.00
Mailing Labels (Voter List, Dog Owners, Taxpayers) (initial fee)	\$25.00
Mailing Labels (Voter List, Dog Owners, Taxpayers) (per label)	\$0.05
Notary Public (per signature page)	\$2.00
Pole Permit (as allowed by law)	
Returned Check (per occurrence)	\$25.00
Winter Maintenance Road Application (includes Registry of Deeds filing fee) (may be subject to separate Review escrow)	\$50.00
*Indicates that the additional Advertising fee is required.	
COMMUNICATIONS INFORMATION	
GCTV	
Determined by GCTV Policy.	
Copies of meetings (per disk)	\$10.00
Website (definitions attached)	
Sponsorship Fees-Business (annually)	\$120.00
Sponsorship Fees-Organization/Religious (annually)	\$60.00
RECYCLING & SOLID WASTE	
Asphalt Roofing (per cubic yard)	\$40.00
Brush/Limbs/Tree parts (per cubic yard)	\$5.00
Carpet (per cubic yard)	\$10.00
Demolition Debris (per cubic yard)	\$25.00
Demolition Wood (per cubic yard)	\$10.00
Freon Units	\$14.00
Leaves/Grass (per cubic yard)	\$3.00
Mattresses (per piece)	\$5.00
Recycling Disposal Sticker (Resident)	\$5.00
Chair	\$8.00
Love Seat	\$10.00
Sofa up to 6 feet	\$15.00
Televisions	\$5.00-\$10.00
Tires-Off Rim	\$2.00
Tires-On Rim	\$4.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

	Fees
PUBLIC WORKS	
Private Road & Sign	
Sign	\$60.00
Post	\$35.00
Bracket/Hardware	\$25.00
Install	\$80.00
GRAY PUBLIC LIBRARY	
Copies-Black and White (per page)	\$0.50
Faxes-outgoing/incoming (per page)	\$1.00
Library Card (Non-Resident)	\$30.00
Library Card (Resident)	
Replacement Card	\$3.00
Lost Items (per incident)	List Price of Item + \$3.00
Billed Items (14-days past due date) per incident	\$3.00
Late Return (Item(s) returned 14 to 45 days past due date) per incident	\$3.00
Lost Items (45-days past due date; item ineligible for return) per incident	\$3.00
Scanning (per job)	\$1.00
RECREATION	
All program fees are determined based on program details and budgets as posted and pre-approved by the Recreation Director and the Town Manager.	

TOWN OF GRAY
FEE SCHEDULE FY 2023

	Fees
PUBLIC SAFETY	
Rescue Services	
Advanced Life Support(ALS)(Base Rate) (formerly Paramedic, Intermediate Care)	\$1000.00
Basic Life Support(BLS) (Base Rate)	\$700.00
Controlled Burns (Base Rate)	\$500.00
Cardiac Monitoring (Flat Rate)	\$100.00
IV Treatment (Flat Rate)	\$100.00
Oxygen (Flat Rate)	\$50.00
ALS Intercept (providing ALS care to another community)	\$300.00
Advanced Airway Care	\$100.00
ALS #2 (when 3 or more medications are used)	\$1,400.00
ALS Non-Emergency (ALS on board during routine BLS call)	\$625.00
Defibrillation	\$50.00
EMS Transports (per mile)	\$18.00
Medical Records (first page)	\$5.00 first page + \$.45 each additional page
On Scene Treatment without transport	\$150.00
Motor Vehicle Crashes	
Level 1 - Fire Department mitigation with clean-up of damage to public way.	\$500.00
Level 2 - Level 1 plus medical assistance using collar, long board, extrication, tools needed for patient care and scene safety.	\$600.00
Level 3 - Level 1 and 2 plus utilization of hydraulic devices, extrication equipment, lifting bags, stabilization and technical rescue tools including heavy rescue apparatus.	\$1,800.00
Level 4 - Any incident requiring the use of Medical helicopter; includes setting up a landing zone and ensuring landing zone safety, including levels 1, 2 or 3.	\$2,100.00
Fire Department	
Aerial/Ladder Truck (per hour)	\$200.00
Chimney Fire (3rd & subsequent times within a 12-month period)	\$100.00
Command Van (per hour)	\$100.00
Hazardous Materials Incident (damaged or non-reusable equipment and supplies)	Individually determined based on replacement cost
False Fire Alarm (3rd time within a 12-month period)	\$50.00
False Fire Alarm (4th & subsequent times within a 12-month period)	\$100.00
Fire and EMS report (per copy)	\$20.00
Forestry Units (per hour)	\$100.00
Personnel Labor (per hour)	\$45.00
Pumper Truck (per hour)	\$125.00
Ambulance (per hour)	\$100.00
Heavy Rescue (per hour)	\$125.00
Tank Truck (per hour)	\$100.00
Utility Truck (per hour)	\$50.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

PUBLIC FACILITIES RENTAL	Fees
Recreation	
Newbegin Community Gymnasium	
Local For-Profit Organization	\$55/hr or three hours for \$115.00
Local Non-Profit Organization	\$40/hr or three hours for \$85.00
Non-Local For-Profit Organization	\$65/hr or three hours for \$140.00
Non-Local Non-Profit Organization	\$50/hr or three hours for \$105.00
Beach Volleyball Court-1 Court (per hour)	
Local For-Profit Organization	\$15.00
Local Non-Profit Organization	\$10.00
Non-Local For-Profit Organization	\$20.00
Non-Local Non-Profit Organization	\$15.00
Beach Volleyball Court Lights-1 Court (per hour)	
Local For-Profit Organization	\$20.00
Local Non-Profit Organization	\$15.00
Non-Local For-Profit Organization	\$30.00
Non-Local Non-Profit Organization	\$25.00
Beach Volleyball Court-2 Court (per hour)	
Local For-Profit Organization	\$25.00
Local Non-Profit Organization	\$20.00
Non-Local For-Profit Organization	\$35.00
Non-Local Non-Profit Organization	\$30.00
Beach Volleyball Court Lights-2 Court (per hour)	
Local For-Profit Organization	\$30.00
Local Non-Profit Organization	\$25.00
Non-Local For-Profit Organization	\$40.00
Non-Local Non-Profit Organization	\$35.00
Douglas or Pennell Ball Field Rental (per hour)	
Local For-Profit Organization	\$25.00
Local Non-Profit Organization	\$0.00
Non-Local For-Profit Organization	\$35.00
Non-Local Non-Profit Organization	\$0.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

PUBLIC FACILITIES RENTAL (continued)	Fees
Newbegin Rec Room	
Local For-Profit Organization	\$75/hr or three hours for \$158.00
Local Non-Profit Organization	\$60/hr or three hours for \$126.00
Non-Local For-Profit Organization	\$85/hr or three hours for \$179.00
Non-Local Non-Profit Organization	\$70/hr or three hours for \$147.00
Newbegin Softball Field (per hour)	
Outdoor Basketball Courts (per hour)	
Local For-Profit Organization	\$15.00
Local Non-Profit Organization	\$10.00
Non-Local For-Profit Organization	\$20.00
Non-Local Non-Profit Organization	\$15.00
Pennell Snack Shack (per hour)	
Local For-Profit Organization	\$15.00
Local Non-Profit Organization	\$0.00
Non-Local For-Profit Organization	\$30.00
Non-Local Non-Profit Organization	\$0.00
Security Deposit--Newbegin Rec Room rental requires a \$200 security deposit per rental. All other facility rentals require a \$100 security deposit per rental.	
Library	
Small Meeting Room-Non-Profit/Community Organizations (per hour)	\$0.00
Small Meeting Room-For-Profit Organizations (per hour)	\$40.00
Large Meeting Room-Non-Profit/Community Organizations (per hour)	\$0.00
Large Meeting Room-For-Profit Organizations (per hour)	\$40.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

COMMUNITY DEVELOPMENT	Fees
Administrative	
Copies-8.5 x 11 (letter-black) (per page)	\$0.50
Copies-8.5 x 11 (letter-color) (per page)	\$1.00
Copies-11 x 17 (legal/ledger-black) (per page)	\$1.00
Copies-11 x 17 (legal/ledger-color) (per page)	\$1.50
Copies-24 x 36 (Black) (per page) (Town documents ONLY)	\$5.00
Copies-24 x 36 (Color) (per page) (Town documents ONLY)	\$7.00
Copies-36 x 48 (Black) (per page) (Town documents ONLY)	\$10.00
Copies-36 x 48 (Color) (per page) (Town documents ONLY)	\$15.00
Copies-Deeds (per page)	\$1.00
Copies-(Town street maps)	\$3.00
Copies-Ordinance-Subdivision, Zoning & Shoreland Zoning ONLY	\$20.00
Copies-Ordinance-All other Ordinances	\$10.00
Copies-Disk-All Ordinances	\$40.00
E-mail/scan or fax of tax/property information (per page) (prepayment required)	\$1.00
Electronic Version of Database(s) (Taxpayers/Property Information, etc)	\$35.00
Research Requests (mortgage information verification, etc) (first 15 Minutes)	\$35.00
Research Requests (mortgage information verification, etc) (Every 30 minutes after the first 15 Minutes)	\$35.00
PLANNING BOARD (PB)/STAFF REVIEW COMMITTEE (SRC)	
Abutter Notifications (per abutter)	\$8.00
Legal Advertising (per ad)	\$100.00
Planning Review & Escrow Fees	Please see attached
ZONING BOARD OF APPEALS (ZBA)	
Administrative Appeal (includes legal advertising and abutter notifications)	\$300.00
Variance Application (includes legal advertising and abutter notifications)	\$300.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

CODE ENFORCEMENT	Fees
All Work done without a Permit is subject to double the normal permit fee or \$100.00 (whichever is greater)	Minimum of \$100.00
Building	
Building Permit Admin Fee	\$25.00
Permit Fee (minimum)	\$25.00
Permit (per square feet)	
Foundation/Unfinished/Decks/Sheds etc.	\$0.30
Residential-Other Finished Space	\$0.35
Commercial-Other Finished Space	\$0.45
New Dwelling Unit (Per Each)	\$400.00
Mobile Home Units	\$400.00
Permit Renewal (one-time only)	\$100.00
Certificate of Occupancy-Residential	\$50.00
Certificate of Occupancy-Commercial	\$100.00
Chimney	\$50.00
Commercial Solar Energy Installation Permit (per acre)	\$500.00
Residential Solar Permit	\$150.00
Demolition	\$100.00
Heating System	\$50.00
Re-inspection (2nd & subsequent times)	\$50.00
Electrical	
Additional Meters/Subpanels/Generators	\$50.00
Minimum Wiring Fee	\$50.00
Electrical Service	\$50.00
Sheds 120 sq ft & under	\$25.00
Wiring Permit (per square feet)	\$0.08
Plumbing/Subsurface Wastewater Disposal	
Interior Plumbing Fixture Fee	\$10.00 per fixture (minimum of 4 fixtures) plus \$25.00 admin fee

TOWN OF GRAY
FEE SCHEDULE FY 2023

	Fees
CODE ENFORCEMENT (continued)	
Sub-surface Wastewater Disposal Permit Fee	
Complete engineered system	\$225.00
Complete non-engineered system	\$275.00
Primitive system	\$125.00
Separate grey waste disposal field	\$60.00
Seasonal conversion permit	\$75.00
First time variance	\$45.00
DEP's complete system surcharge	\$15.00
Separate Parts of Disposal System Permit Fee	
Alternative toilet only	\$75.00
Disposal field only (engineered system)	\$175.00
Disposal field only (non-engineered system)	\$175.00
Treatment tank only (non-engineered system)	\$175.00
Treatment tank only (engineered system)	\$105.00
Holding Tank	\$125.00
Other components (pump station, piping, etc)	\$55.00
Rates are determined at the State level.	
Town fees are traditionally set at the highest rate allowed by the State.	
Gravel Pit	
Permit Application (subject to additional Planning Review Fees)	\$250.00
Annual Permit Renewal	\$100.00
Expansion of Pit	\$300.00
Penalty Fee (failure to submit required paperwork)	\$100.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

	Fees
CODE ENFORCEMENT (continued)	
<i>Ordinance-Mandated Licenses/Permits</i>	
Flood Hazard Development Permit	\$50.00
Hazardous Material Control-Annual Permit (Class I-Class V)	\$150.00
Hazardous Material Control-Permit (subject to Planning Review Escrow)	\$350.00
Mobile Home Park-Annual License	\$200.00
Mobile Home Park-Permit Application	\$500.00
Mobile Home Park-Revision to plan	\$250.00
Wireless Telecommunications-Application Review	\$500.00
Wireless Telecommunications-Planning Board Application Fees	\$250.00
Wireless Telecommunications-Amendments to plan	\$250.00
Wireless Telecommunications-CEO Application	\$400.00
Violation Land Use Consent Agreement (includes all out of pocket fees/expenses)	Up to the Highest rate allowed per Town Council Order
<i>Miscellaneous Permits</i>	
Dock	\$50.00
Driveway Opening	\$100.00
Home Occupation	\$50.00
Shoreland Zoning Application Minor Unfinished Structure up to 120 sq ft/minor landscape	\$50.00
Shoreland Zoning Application Major	\$150.00
Sign Permits (per sign)	\$50.00
Swimming Pool (Plus Applicable Permit Fees)	\$100.00
Tree Removal (Flat Rate)	\$75.00

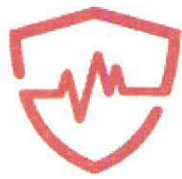
TOWN OF GRAY
FEE SCHEDULE FY 2023

Planning Board/Staff Review Committee Fee Schedule FY 2023

APPLICATION	PLANNING REVIEW (Fee)	ENGINEERING or LEGAL REVIEW (Escrow)
SITE PLAN REVIEW		
Site Plan Review-Minor* Site Plan Review-Major*	\$450 \$550	Structures and Associated Site Work 2,000 – 5,000 sf.; \$2,500 5,001 – 15,000 sf.; \$5,000 15,001 – 35,000 sf.; \$4,000 35,000 sf.+; to be determined Multi-Family and Condos Up to 6 units; \$2,000 7 – 15 units; \$3,000 16 – 30 units; \$4,000 30+ units; to be determined
SUBDIVISION		
Sketch Plan	\$250	
Minor Subdivision*	\$200 / Lot	\$500
Preliminary Major Subdivision*	\$125 / Lot or Dwelling unit	5 – 10 lots / DU; \$2,500 11 – 15 lots / DU; \$3,000 16 – 30 lots / DU; \$3,500 30+ lots; to be determined
Final Major Subdivision*	\$550	
CONDITIONAL USE		
Pre-application Conference	\$250	
Conditional Use Only*	\$350	\$150
MULTIPLE REVIEWS		
Sketch Plan Review for Residential Subdivision and Site Plan Review*	\$450	See above fees for Subdivision
Sketch Plan Review for Commercial Subdivision and Site Plan Review*	\$550	See above fees for Subdivision
Conditional Use plus Minor Site Plan Review*	\$550	\$200
Conditional Use plus Major Site Plan Review*	\$750	\$250

TOWN OF GRAY
FEE SCHEDULE FY 2023

OTHER		
Pre-Project Staff Consultation	No Charge First Hour \$75 / each additional hour	\$150
Pre-Application Conference	\$250	
Planning Board Workshop	\$250	
Development Team Meeting	\$150	
Planning Board Shoreland Zoning Permit Application*	\$250	
Gravel Pit*	\$750	\$1,000
Rezoning Requests*	\$550	
Contract Zone Requests*	\$750	\$1,000
Contract Zone Requests* substantive revised submittal	\$200 each	
Extension (1-year) of Approved Plan with No Amendments*	\$200	
Planning Board Site Plan Review/Subdivision Plan Amendments per item changed*	\$350	
*Notification of Abutters and Legal Advertisement Required	Refer to Fee Schedule for Planning Board	



SAFE LIFE DEFENSE

Company Address 1379 Raiders Way
Henderson, Nevada 89052
United States

Created Date 7/15/2022
Expiration Date 7/31/2022
Quote Number 00005364

Prepared By Paul Nowakowski
Email paul@safelifedefense.com

Contact Name Peter Holmquist
Phone 207-657-3931
Email pholmquist@graymaine.org

Bill To Name Peter Holmquist
Bill To 125 Shaker Rd
Gray, ME 04039
US

Ship To Name Gray Fire Rescue
Ship To 125 Shaker Rd
Gray, ME 04039
US

Product Description	Sales Price	Quantity	Discount	Total Price
Safe Life Defense Armor Panel Level: PLUS Size: 2XL	\$520.00	3.00	10.00%	\$1,404.00
Safe Life Defense Armor Panel Level: PLUS Size: L	\$520.00	6.00	10.00%	\$2,808.00
Safe Life Defense Armor Panel Level: PLUS Size: M	\$520.00	6.00	10.00%	\$2,808.00
Safe Life Defense Armor Panel Level: PLUS Size: S	\$520.00	1.00	10.00%	\$468.00
Safe Life Defense Armor Panel Level: PLUS Size: XL	\$520.00	5.00	10.00%	\$2,340.00
Safe Life Defense Armor Panel Level: PLUS Size: XS	\$520.00	1.00	10.00%	\$468.00

Subtotal	\$11,440.00
Discount	10.00%
Total Price	\$10,296.00
Grand Total	\$10,296.00

*Budgeted \$11,000
UNDER BY \$ 296.00*

TO AVOID SALES TAX, Submit Your Official Tax Exempt Certificate With This Quote!

FIT GUARANTEE: Safe Life Defense guarantees the proper fit of your body armor. If you feel your vest does not fit properly send us photos and we will exchange your vest, for the proper size, at no cost to you. Exchanges must be within 30 days of delivery and in original condition.

INCIDENT GUARANTEE: Safe Life Defense stands behind our products and your personal protection. In the unfortunate event that you are shot while wearing your vest, we will replace it at no cost as long as a police report is provided during your 5 year warranty.

WARRANTY: 5 Year manufacturer warranty on all ballistic panels and plates. 2 Year warranty on all carriers.

Submission #134

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Submission information

Form: [Board/Committee Volunteer Application](#)

Submitted by Anonymous (not verified)

August 22, 2022 - 7:20pm

98.2.192.30

Application Date: August 22, 2022

Contact Details

First/Middle Name: Tamara Lee (I utilize Lee as part of my name - Tamara Lee Pinard)

Last Name: Pinard

Street/PO Box: 306 W GRAY Rd

City, State, Zip: Gray

Phone Number: 2077764034

Email Address: tamaraleepinard15@gmail.com

Employment

Occupation: Community Initiatives Manager

Present Employer: The Nature Conservancy

Employer Phone Number: 2077295181

Are you a Gray resident? Yes

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

Planning Board

Reason for selecting this particular board/committee?

I have served on the Planning Board now for just under one year. Through this year of service I have recognized the value I can contribute. I have lived in the Town of Gray for 21 years and I have watched the town grow. I

understand the goals of the approved Comprehensive Plan and the role the Planning Board can play in working in partnership with the Town Council to bring the Comprehensive Plan to life through our town ordinances.

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

As an environmental professional with over twenty five years of experience, I enjoy and excel at fostering partnerships, facilitation, and collaborative problem solving with the end goal of thriving communities that support people and nature. I have developed and implemented regional and watershed based plans. Most recently, I served on the leadership team to develop the Katahdin region's Vision and Action Plan that includes economic and community development that balances the value of the local natural resources.

What talents and skills would you bring to this position?

I am well versed in state stormwater and clean water regulations and the role of municipalities in the protection of natural resources. I facilitated the Interlocal Stormwater Working Group, a coalition of 14 municipalities within the Greater Portland and Saco areas, to find regional solutions for stormwater issues (2007-2016). I coordinated with Cumberland County Soil and Water Conservation District staff to develop and implement programs to address stormwater issues in five urban impaired stream watersheds. Through this I learned what is needed to ensure long-term protection of water quality and surrounding natural resources. In my role as Executive Director of the Long Creek Watershed Management District (2010-2015), I oversaw engineering and construction contracts on private and public (MaineDOT and municipal) roadways.

I have served as the co-president on the board of the Presumpscot Regional Land Trust from 2016-2021 where I continue to serve on the leadership team that is responsible for reviewing and updating our strategic plan and facilitating training of board and staff.

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

The Planning Board is at the heart of how development occurs in our town through review of development and Shoreland Zoning applications based on the application of current local ordinances and state laws. In addition, the Planning Board has a role in how ordinances are updated and thus, can shape the future impacts of development. Lastly, the Planning Board is a subset of town government and a representative of the Town of Gray. As such, it is the responsibility of the Planning Board to execute the duties as outlined by the Town and do that respectfully with town staff, volunteers, and applicants.

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

Presumpscot Regional Land Trust Board and co-president 2016-2021; stepping down as co-president in September, and will continue on the PRLT board for 3 more years.
Maine Network Partners Board member 2020-2022
Presumpscot River Water Board 1998-2016
MSAD 15 School Volunteer, various roles, 2008-2016
Volunteer Lake Monitoring Program Board of Directors, 2005-2012 (Pres 2010-2012)

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

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

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

The Town of Gray is at a critical time where there is tremendous development pressure and the opportunity exists for us to put measures in place that will help us realize the three awesome priorities laid out in our 2020 Comprehensive Plan. I have the professional experience and commitment to work in partnership with town staff and volunteers to protect Gray's rural character and natural resources while balancing investment in the Village and safe, multi-modal transportation.

How did you hear about this volunteer opportunity?

Other

[Previous submission](#) Next submission

Submission #128

View

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

[Previous submission](#) Next submission

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Submission information

Form: [Board/Committee Volunteer Application](#)
Submitted by Anonymous (not verified)
July 20, 2022 - 9:53am
136.226.73.103

Application Date: July 20, 2022

Contact Details

First/Middle Name: Dan
Last Name: Cobb
Street/PO Box: 133 Cambell Shore Road
City, State, Zip: Gray, ME 04039
Phone Number: (207) 329-7631
Email Address: dcobb@graymaine.org

Employment

Occupation: Senior Project Manager
Present Employer: IDEXX
Employer Phone Number:

Are you a Gray resident? Yes

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

Planning Board

Reason for selecting this particular board/committee?

I currently serve on the Planning Board as Chair & would like to continue in that capacity.

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

I will continue to apply an analytical and thoughtful approach to Planning Board deliberations & decisions. The result will be quality decision-making and outcomes for the Town and its citizens.

What talents and skills would you bring to this position?

I am an experienced Planning Board member and have served as its Vice Chair, and now Chair for the current year. During my tenure, I've built an effective working relationships with Town planning staff. This past year, we have made several improvements to meeting structure to improve efficiency. On the professional front, I am a licensed Professional Engineer in the State of Maine. My background as an engineer allows me to fully understand and consider the technical nature of engineering submittals. In addition, the Professional Engineering Code of Ethics requires that Engineers "hold paramount the safety, health, and welfare of the public", which aligns with the purpose of the Planning Board.

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

The Planning Board is principally responsible for reviewing and approving subdivision plans, site plans, conditional uses, and Shoreland Zoning applications in accordance with State Statutes and Town Ordinances. It is also responsible for monitoring Town Zoning and Subdivision Ordinances and for recommendations to the Town Council for proposed changes (e.g. calling attention to errors & omissions, unintended consequences, etc.).

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

I am a current member of the Planning Board. In the past, I have served as a volunteer soccer coach for Patriot Soccer Club. I also served as Chair of the Capital Improvement Committee, which was a citizen-advisory committee to the MSAD 15 School Board.

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

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

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

No additional comments.

How did you hear about this volunteer opportunity?

Other

[Previous submission](#) Next submission

Submission #135

[View](#)

[Edit](#)

[Delete](#)

[Previous submission](#)

[Next submission](#)

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Submission information

Form: [Board/Committee Volunteer Application](#)

Submitted by Anonymous (not verified)

August 23, 2022 - 12:59pm

98.2.195.110

Application Date: August 23, 2022

Contact Details

First/Middle Name: Kaitlyn

Last Name: Nuzzo

Street/PO Box: 50 Yarmouth Rd

City, State, Zip: Gray, ME, 04039

Phone Number: 2072310336

Email Address: kaitlyn.nuzzo@gmail.com

Employment

Occupation: Policy Advisor

Present Employer: The Nature Conservancy

Employer Phone Number:

Are you a Gray resident? Yes

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

Open Space Committee

Reason for selecting this particular board/committee?

I've already served on this committee for the last 2 years or so. I believe I was nominated / approved in January or early 2020. I'm currently serving as the chair of the committee and would like to continue my work.

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

My day job involves supporting and advocating for land conservation, climate, and land use policy and funding. I'm well connected to the projects and programs that could benefit this committee and have some insights to offer this group.

What talents and skills would you bring to this position?

Basic knowledge of the landscape / reasons for prioritizing open space. Experience working with state and local governments. Expertise in policy development that can support committee goals around changing/updating ordinances, etc.

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

Implementing the Open Space Plan and our priorities - identifying areas of special value to the town and finding ways to connect them with the comp plan. Educating landowners and community leaders about these issues.

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

I've served on several boards - the Outdoor Sport Institute (4 years), Teens to Trails (8 years), Allagash Wilderness Waterway Foundation (1 year). I also volunteer regularly for Winterkids.

I'm currently the chair of the Gray Open Space Committee

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

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

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

How did you hear about this volunteer opportunity?

Word of Mouth

[Previous submission](#) Next submission

Submission #125

View

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[Previous submission](#)

Next submission

[Print](#) [Resend e-mails](#)

Submission information

Form: [Board/Committee Volunteer Application](#)
Submitted by Anonymous (not verified)
July 7, 2022 - 7:59am
216.220.249.170

Application Date: July 7, 2022

Contact Details

First/Middle Name: Alfred Donald
Last Name: Schaeffer
Street/PO Box: 6 Colley Hill Rd
City, State, Zip: Gray
Phone Number: 207-615-4170
Email Address: aschaeffer@northernforestsllc.com

Employment

Occupation: Business owner
Present Employer: Northern Forests, LLC
Employer Phone Number: 207-615-4170

Are you a Gray resident? Yes

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

Open Space Committee

Reason for selecting this particular board/committee?

I value Gray's rural identity

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

Forestry experience, outdoor recreation and GIS mapping

What talents and skills would you bring to this position?

Forestry experience, outdoor recreation and GIS mapping

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

Attend as many meetings as possible, contribute in an adult and professional manner to the effort of the group, be aware of the bigger picture by considering what's best for the town as a whole.

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

Open Space Committee

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

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

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

I've served on the Open Space Committee for one term and would like to serve another.

How did you hear about this volunteer opportunity?

Other

[Previous submission](#) Next submission

Submission #126

[View](#)

[Edit](#)

[Delete](#)

[Previous submission](#)

[Next submission](#)

[Print](#) [Resend e-mails](#)

Submission information

Form: [Board/Committee Volunteer Application](#)
Submitted by Anonymous (not verified)
July 13, 2022 - 12:39pm
74.77.163.23

Application Date: July 13, 2022

Contact Details

First/Middle Name: Robert
Last Name: Coleman
Street/PO Box: 15 Valley High Road
City, State, Zip: Gray
Phone Number: 12072322849
Email Address: coleman.maine@gmail.com

Employment

Occupation: Small Business Owner
Present Employer: ClarityMine Technologies
Employer Phone Number: 12072322849

Are you a Gray resident? Yes

Select the board/committee on which you would like to serve
Open Space Committee

Reason for selecting this particular board/committee?
Current member of OS Committee.

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

I can offer a landowner's perspective to the OS committee.

What talents and skills would you bring to this position?

Writing, presentation, graphs, etc.

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

To inventory public and conservation lands, habitat protection, recreational areas, and possible greenbelt areas. To coordinate with the Comprehensive Plan Committee and Facilitator to gather data and collect survey information from the community. To identify existing and proposed areas for future Open Space planning. To create a vision for Open Space in Gray and to form a Statement of Purpose for an Open Space plan coordinating with the Comprehensive Plan Committee.

To engage in discussions with landowners and regional land trusts and make recommendations to the Town Council in order to help secure access to land/corridors through acquisitions, easements, land swaps, and other forms of agreements.

To assist with fundraising for land/corridor acquisition from private and public sources.

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

Current member and former chair of OS Committee.

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

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

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

I would be happy to step aside if there are others who would like to serve on the OS Committee (particularly land owners.) If not, I would be happy to continue to serve.

How did you hear about this volunteer opportunity?

Other

[Previous submission](#) Next submission

Submission #130

View

Edit

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[Previous submission](#)

[Next submission](#)

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Submission information

Form: [Board/Committee Volunteer Application](#)
Submitted by Anonymous (not verified)
July 30, 2022 - 4:20pm
2603:7080:493d:6fe9:1c38:45d8:5755:c277

Application Date: July 30, 2022

Contact Details

First/Middle Name: Leah

Last Name: Sanders

Street/PO Box: 120 Totten Rd

City, State, Zip: Gray, ME 04039

Phone Number: 936-349-6135

Email Address: sanderslm@hotmail.com

Employment

Occupation: Legal Secretary

Present Employer: Attorney General

Employer Phone Number:

Are you a Gray resident? Yes

Select the board/committee on which you would like to serve
Community Economic Development Committee

Reason for selecting this particular board/committee?
I want to help in our community.

What kind of contribution and benefit can you bring to the Town of Gray?
I am good with making connections and listening to people.

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

What do you feel is the responsibility of the Board/Committee you have chosen?
Listening to the people of our town.

What Municipal Boards, Volunteer Organizations or Community Service Groups/Committees have you worked on in the past, and for what length of time?
I was apart of my kids PTO.

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

Are you familiar with the "Comprehensive Plan" adopted by the Town of Gray? No

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

How did you hear about this volunteer opportunity?
News About Town Newsletter

[Previous submission](#) Next submission

Jonathan Hartt

From: Sandy Carder
Sent: Monday, August 1, 2022 11:04 AM
To: Jonathan Hartt; Kyle Hadyniak; Kailey Hanley
Subject: Re: Application for CEDC

Thanks Jon & it looks like she is a new volunteer so we should set this up for the vacancy that expires 2025 - since there is one opening which is set to renew for a 3 year term at the end of the month.
Sandy

From: Jonathan Hartt <jhartt@graymaine.org>
Sent: Monday, August 1, 2022 11:00 AM
To: Kyle Hadyniak <khadyniak@graymaine.org>; Kailey Hanley <khanley@graymaine.org>
Cc: Sandy Carder <scarder@graymaine.org>
Subject: RE: Application for CEDC

Thanks, Kyle. Copying Councilor Carder, and I will plan to add this to the 9/6 TC meeting agenda.

Jon

Jonathan Hartt, SHRM-CP
Human Resources Director
Town of Gray
24 Main Street, Gray, ME 04039
(207) 657-3339 x102
www.graymaine.org



From: Kyle Hadyniak <khadyniak@graymaine.org>
Sent: Monday, August 1, 2022 9:07 AM
To: Jonathan Hartt <jhartt@graymaine.org>; Kailey Hanley <khanley@graymaine.org>
Subject: Application for CEDC

Hello,

We received this application for CEDC.

Thanks,

Kyle Hadyniak
Digital Media Coordinator
Town of Gray
24 Main Street, Gray, ME 04039
207.657.3339 x116
www.graymaine.org



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).

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BOARD/COMMITTEE APPLICATION TOWN OF GRAY MAINE

For Office Use Only
Date Received: 9/27/22
Received by: KETH

CONTACT INFORMATION

Name	Karen Morrison	E-Mail Address	karenmorr495@gmail.com
Street Address	7 Sawyer Lane	City/State/Zip	04039
Phone Number	207-645-3716	Work Phone	
Gray Resident?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

EMPLOYMENT

Occupation	retired (effective 10/1/22)
Employer	
Employer Phone	

BOARDS & COMMITTEES

On which board/committee would you like to serve?

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

Reason for selecting particular board/committee:

Have been a Trustee for several years and enjoy being part of this group and proud of the role the library plays in the town.

SPECIAL SKILLS OR QUALIFICATIONS

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

Been a patron of library since childhood and bring a historical prospective.

What talents and skills would you bring to this position?

I am organized and thoughtful in tasks at hand.

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

The trustees support the mission of the Library

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

*Current Library Trustee
Former Member of Charter Review Committee many years ago*

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

YES NO

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

YES NO

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

ACKNOWLEDGEMENTS / SIGNATURE

YES NO

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

YES NO

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

YES NO

I understand that Town of Gray board/committee members or their appointed chairperson(s) are required to provide an Annual Report for inclusion in each Town of Gray Annual Report. Said annual report must be submitted no later than August 1 of each year and should address:

- Accomplishments for the period from Jul 1 – Jun 30 of the immediately preceding fiscal year;
- Board/committee goals for the current fiscal year from Jul 1 – Jun 30;
- Forseeable obstacles to attaining said goals;
- Fiscal resources anticipated in order to meet said goals;
- Council support / action anticipated in order to meet said goals;
- Any additional board/committee activity during the period of particular interest to the Gray community.

YES NO

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

Date

7/24/22

Signature

Karen S. Morrison

Submission #127

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[Next submission](#)

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Submission information

Form: [Board/Committee Volunteer Application](#)

Submitted by Anonymous (not verified)

July 17, 2022 - 2:29pm

2603:7080:483c:c210:7459:bac0:cfef:ddfa

Application Date: July 17, 2022

Contact Details

First/Middle Name: Cathy M

Last Name: Janelle

Street/PO Box: 31 Yarmouth Rd.

City, State, Zip: Gray Maine 04039

Phone Number: (207)329-1482

Email Address: cathyjanelle@me.com

Employment

Occupation: Speech Language Pathologist

Present Employer: Hear Me Now

Employer Phone Number: (207)781-7199

Are you a Gray resident? Yes

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

Library Board of Trustees

Reason for selecting this particular board/committee?

I have been an interim member of the board for several months and would like to renew for a full term.

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

As a speech language pathologist, I understand and appreciate the enormous value of access to reading material for people of all ages. Since becoming a library trustee last winter, my understanding of the value of open libraries has expanded greatly through conversations with the director and other trustees. In my professional work, I have learned to listen, to ask questions and to make comments in a manner that promotes dialogue among participating people. I believe the ability to engage in thoughtful and respectful communications is a benefit that I bring to this board.

What talents and skills would you bring to this position?

In my work, I engage with people of all ages in a professional and respectful manner.

As a coach and a consultant, I have skills in questioning and reflective listening.

I am an avid reader and member of a local book club. I am a regular patron of our local library who is familiar with some of it's content.

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

I strong believe in open libraries where people are able access materials of interest without undue cost. I think of the board of trustees as those who review existing policies and assist the director to establish long term goals for the library.

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

I have been an interim trustee for the Gray Public Library since December of 2021.

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

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

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

I am a long time resident of the town of Gray. I have raised my children here and am invested in maintaining (and expanding) the quality of life we residents enjoy. I feel strongly about maintaining an open and active public library as part of that excellent quality of life in our town.

How did you hear about this volunteer opportunity?

Other

[Previous submission](#) Next submission

Submission #136

View

Edit

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[Previous submission](#)

Next submission

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Submission information

Form: [Board/Committee Volunteer Application](#)

Submitted by Anonymous (not verified)

August 25, 2022 - 8:53am

98.2.204.30

Application Date: August 25, 2022

Contact Details

First/Middle Name: Cindy

Last Name: Chamberland

Street/PO Box: 23 Wildwood Lane

City, State, Zip: Gray, ME. 04039

Phone Number: 2076151984

Email Address: cindychamb@gmail.com

Employment

Occupation: Realtor

Present Employer: Landing Real Estate

Employer Phone Number: 207-775-7653

Are you a Gray resident? Yes

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

Dry Mills Schoolhouse Museum Committee

Reason for selecting this particular board/committee?

I am currently an active member of this committee, I would like the opportunity to continue serving the committee and community and help finish the work to get the DMS opened for visitors.

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

I bring many years of experience in sales, serving the public and fundraising. As an active member of this committee and seeing the progress we have made in the last several years, even with a pandemic, my goal is to help continue to bring awareness to our schoolhouse and help get the building set up and open for classroom instruction and visitors.

What talents and skills would you bring to this position?

As a college graduate with a degree in business and a minor in marketing, I will be able to contribute in ways to help bring new life and a fresh way to advertise and generate ways to share our goals and objectives to make DMS a successful and "sought after field trip" for area schools and also attract our older community members.

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

I believe the responsibility of this Board is to preserve the authenticity of our one room schoolhouse, build awareness, be active in our committee and truly make visitors feel welcome and give them the true experience of what life as a student in the late 1800's early 1900's was really like.

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

I am currently the committee chair of DMS and have served on this board for 2 years as a member and 1 year as the chair, looking forward to another 2 years :)

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

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

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

How did you hear about this volunteer opportunity?

Website

[Previous submission](#) Next submission

Submission #141

View

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

[Previous submission](#) Next submission

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Submission information

Form: [Board/Committee Volunteer Application](#)
Submitted by Anonymous (not verified)
September 1, 2022 - 8:11pm
108.183.151.250

Application Date: September 1, 2022

Contact Details

First/Middle Name: Sherrie
Last Name: Baker-Hewey
Street/PO Box: 3 Rockwood Terrace
City, State, Zip: Gray, Maine 04039
Phone Number: 2073100552
Email Address: sgbaker09@gmail.com

Employment

Occupation: School Counselor
Present Employer: Auburn School Department
Employer Phone Number: 2077838526

Are you a Gray resident? Yes

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

Dry Mills Schoolhouse Museum Committee

Reason for selecting this particular board/committee?

I am interested in the helping people understand the value of public education as part of the human experience in our Gray community, both throughout history and currently.

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

With knowledge of the inner workings of the educational setting, I can help to present the full view of a historical one-room schoolhouse right here in the Town of Gray.

What talents and skills would you bring to this position?

Well-developed writing and communication skills, along with a broad understanding of educational history, will help to facilitate the vision of the Dry Mills Schoolhouse Committee.

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

The Committee is charged with exhibiting an important artifact of history situated within the Town of Gray, thereby highlighting our community's ongoing commitment to education.

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

I have served during two previous terms on the Dry Mills Schoolhouse Committee.

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

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

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

We greatly appreciate Sandy Carder's ongoing involvement on the Dry Mills Schoolhouse Committee.

How did you hear about this volunteer opportunity?

Word of Mouth

[Previous submission](#) Next submission

Submission #137

[View](#)

[Edit](#)

[Delete](#)

[Previous submission](#)

[Next submission](#)

[Print](#) [Resend e-mails](#)

Submission information

Form: [Board/Committee Volunteer Application](#)

Submitted by Anonymous (not verified)

August 26, 2022 - 1:41pm

98.2.203.97

Application Date: August 26, 2022

Contact Details

First/Middle Name: Galen

Last Name: Morrison

Street/PO Box: 7 Sawyer Lane, PO Box 495

City, State, Zip: Gray

Phone Number: 2074407178

Email Address: galen.morr@gmail.com

Employment

Occupation: retired

Present Employer:

Employer Phone Number:

Are you a Gray resident? Yes

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

Board of Assessment Review

Reason for selecting this particular board/committee?

served previously.

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

knowledge of gray

What talents and skills would you bring to this position?

organization skills and town knowledge

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

to be fair and non-biased

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

Gray Fire Department-41 yrs

Gray Historical Society-8 yrs

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

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

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

How did you hear about this volunteer opportunity?

News About Town Newsletter

[Previous submission](#) Next submission

Submission #133

View

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[Previous submission](#) [Next submission](#)

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Submission information

Form: [Board/Committee Volunteer Application](#)
Submitted by Anonymous (not verified)
August 18, 2022 - 9:37am
72.169.80.15

Application Date: August 18, 2022

Contact Details

First/Middle Name: Ellie Payton
Last Name: Steele
Street/PO Box: 9 Amanda Way
City, State, Zip: Gray, Me, 04049
Phone Number: 207 310 4764
Email Address: esteele@sad15.org

Employment

Occupation: Student at GNGHS
Present Employer: N/A
Employer Phone Number: N/A

Are you a Gray resident? Yes

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

Reason for selecting this particular board/committee?

I have always greatly enjoyed the outdoors. I love to hike and explore nature. I have a strong interest in Marine Biology and other environmental sciences. I also have a strong passion for conservation and I would love to be able to help Gray become better prepared for the future in that sense. I am reapplying for the committee on a new term as I have been serving as the secretary so far. I have really enjoyed the work we have been doing and I would love to be able to continue with it and the group.

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

I have the ability to outreach to the younger generations through school, so I can help students get involved in our projects. I can bring in the point of view of our towns youth to our meetings as well.

What talents and skills would you bring to this position?

I am a high honors student and I am hardworking and dedicated. I also have the ability to continue and take organized minutes during our meetings as secretary.

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

We have the responsibility to work towards becoming a more resilient town that is better prepared for the future regarding the planets climate. Also, we should be working towards joining the State Resiliency Partnership going forward as long as we continue to believe that it is in the town's best interest.

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

I am part of my school's Community Service Club and I volunteer ten hours per semester to various causes such as raking yards for the elderly and helping organize school fundraiser, etc.

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

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

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

Gray's Resiliency Committee will help the town continue to work towards becoming more environmentally friendly and help conserve the natural beauty our town has through taking care of nature which will definitely be a benefit in the long run.

How did you hear about this volunteer opportunity?

Word of Mouth

[Previous submission](#) [Next submission](#)

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

*Extracted from Town Council Rules, August 1, 2017
Amended November 14, 2017
Amended October 16, 2018
Amended October 1, 2019
Amended November 12, 2019
Amended December 17, 2019
Amended March 10, 2020
Amended March 24, 2020
Amended September 15, 2020
Amended December 15, 2020
Amended July 06, 2021
Amended September 21, 2021
Amended June 7, 2022*

TOWN COUNCIL COMMITTEES

The Town Council has the authority to create standing or special (ad hoc) committees to assist the Council in its work. Some committees; the Board of Assessment Review, the Finance Committee, the Planning Board and the Zoning Board of Appeals are required by State Statute and/or Town Charter. The term “committee” as used in this Policy is intended to also include any boards, commissions or other similar terms for groups established by the Town Charter, state law or the Town Council to assist in the conduct of Town governance and operations. All committees consist of members appointed by the Town Council. At the commencement of the municipal year, or as soon thereafter as possible, there shall be chosen the following standing committees:

- A. Wild Blueberry Festival Committee
- B. Board of Assessment Review
- C. Community Economic Development Committee (CEDC)
- D. Community Television Advisory Committee (CTCAC)
- E. Dry Mills Schoolhouse Museum Committee
- F. Finance Committee
- G. General Assistance Fair Hearing Authority
- H. Library Board of Trustees
- I. Ordinance Advisory Committee (OAC)
- J. Open Space Committee
- K. Planning Board
- M. Recreation Committee
- N. Resiliency Committee
- O. Zoning Board of Appeals (ZBA)

TOWN COUNCIL COMMITTEES & AFFILIATIONS POLICY TOWN OF GRAY, MAINE

Unless dictated by State Statute or the Town's Charter, all committees are subject to the rules listed below. Town Council may depart from the rules listed below as appropriate for the mission of any committee.

The Town Council may, whenever it deems necessary, assign additional duties to Town Council committees.

TOWN COUNCIL AFFILIATIONS

- A. The Town Council maintains working relationships with a wide variety of public, private and civic organizations. These organizations are involved in a wide variety of activities. Some develop and maintain cultural and recreational opportunities. Others are interested in protecting the natural habitat of our community or curating its history. There are civic minded organizations looking to help those that are less fortunate than themselves and all of them contribute to our community in positive ways. Some organizations, like the Maine Municipal Association (MMA) or the Greater Portland Council of Governments (GPCOG) are voluntary associations the Town belongs to. Our affiliation with these groups helps the Town Council, Town Manager and Staff further Gray's interests on the regional and state level.
- B. The Council has not created these groups and is not responsible for overseeing their operations, their finances or in most instances selecting their members.
- C. No Town Council Committee or affiliated organization can claim to be working on the Town Council's behalf without first seeking permission from the Council to do so.
- D. If the Council provides an affiliated group with funding, the group shall issue a report on the status of the group's work at a time determined by the Council.
- E. This policy is not intended to be a complete list of the organizations the Town Council is affiliated with, but to define the Council's relationship with them.
- F. The Council reserves the right to create additional conditions or expectations as needed and end its relationship with any affiliated group at any time.

COUNCILOR LIAISON APPOINTMENTS

The members of the Town Council shall serve as liaisons on Town Council Committees and may serve on Affiliated organizations. Councilors;

- A. Shall be chosen as Liaisons by a majority vote of the Town Council.
- B. May be the liaison for more than one committee.
- C. Shall serve in a non-voting, ex-officio capacity.
- D. Shall have the right to speak, ask questions and participate in Committee deliberations. A Council Liaison to the Planning Board, Board of Assessment Review or Zoning Board of Appeals shall be permitted to speak in support of or opposition to an application and participate in deliberations only to the extent otherwise permitted for all members of the public and shall do so in the same manner as permitted for members of the public. To the extent a Council Liaison

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

has an actual or perceived conflict of interest with regard to an application before the Board of Assessment Review, Zoning Board of Appeals or Planning Board, he or she must disclose said conflict prior to speaking on or participating in any deliberations of such bodies.

- E. Liaisons are expected to attend their committee meetings.

COMMITTEE MEMBER APPOINTMENTS

At the first Town Council meeting in ~~August~~September, or as soon thereafter as possible, the Town Council shall make appointments to Town Council Committees.

The following rules shall apply to all committee member appointments:

- A. In general a committee applicant shall be a resident of the Town of Gray throughout their term. When a committee partners with other towns or regional groups to solve problems or provide services the Town Council may choose to appoint non-residents to the committee. For example, the Recreation Committee may also include residents of New Gloucester. The majority of the members on any Town Council committee must be residents of the Town of Gray. Applicants must be eighteen (18) years of age unless exempted by the Town Council.
- B. Citizens applying or reapplying for committee membership must submit an application.
- C. Committee appointments are for three (3) year terms to end on August 31st of the designated year, unless otherwise specified by the Council at the time of initial appointment or reappointment. The Council Member to the Finance Committee's term shall be 1 year and end on Election day.
- D. The terms of committee members shall be staggered so not more than one third (1/3rd) (approximately) of the committee's appointments end in the same year.
- E. Committee members shall serve without compensation unless otherwise specified by the Council.
- F. Appointees may only serve on one (1) of the following committees at a time; Planning Board, Zoning Board of Appeals, Finance Committee and Board of Assessment Review.
- G. No more than one (1) member of an immediate family shall serve on the same committee at the same time.
- H. A committee position may be considered vacated if the member is unable to attend more than ¼ of regular meetings in a twelve-month period starting at appointment, and annually thereafter until term expiration.
- I. Any committee member can be removed for cause after due notice and hearing by the Town Council.
- J. Committee members may be compensated as a consultant for the Town provided that the Town Council approves the contract for services to be provided and the committee on which the individual is currently serving is not responsible for supervising the services to be provided during the contract term or for 30 days after the individual's service on that committee is terminated.

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

- K. In the event a committee member has an actual or perceived conflict of interest with regard to a matter before the committee on which he or she serves, including, but not limited to the fact that the committee member has entered into a contract with the Town to provide services related to the committee's work or scope of review, he or she must disclose said conflict prior to speaking on or participating in any deliberations of the committee related to the matter for which the conflict exists. Following disclosure of the conflict, the remainder of the committee shall vote on whether the disclosing committee member can participate in discussions or decisions regarding the matter in an impartial manner. Refer to the Town of Gray Conflict of Interest Policy for more information.

TOWN COUNCIL COMMITTEES RULES

All committees shall:

- A. Elect a Chairperson who is responsible for implementing this Town Council Committee Policy.
- B. Use the same parliamentary procedures as those adopted by the Town Council.
- C. Committee members will include the Town Council Liaison in all committee correspondence and comply with the State of Maine's Freedom of Access Act (FOAA).
- D. Submit meeting times, dates, locations and agendas two (2) business days in advance to the Town Manager or their designee.
- E. Committees without a quorum (a majority of members present) may continue to plan, meet and discuss their work. Except to schedule future meetings, no decisions or recommendations can be made by a committee without a quorum.
- F. Create meeting minutes which shall include;
 - 1. A list of members in attendance or absent.
 - 2. The date, time and location of the meeting.
 - 3. A summary of the committee's work.
 - 4. A record of any votes taken during the meeting.
 - 5. A list of names/addresses of any member of the Public who attended to speak at the committee meeting and a brief summary of their comments.
- G. Record the meeting minutes. The committee may elect a secretary to record their minutes if the committee wishes to do so.
- H. Send meeting minutes to the Town Manager or their designees within seven (7) days of the minutes approval date.
- I. Submit an Annual Report of the committee's work at the end of each fiscal year. The Annual Report must be completed and sent to the Town Manager by the date requested. The Council may ask the committee to present its report at a Council meeting.
- J. If for any reason, the Chairperson is unable to implement this policy, they are to inform the Town Council Liaison and/or the Town Manager as soon as possible.

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

The Town Manager, or their designee, shall be responsible for posting committee documents on the Town's website and providing Town Councilors with committee agendas, meeting minutes and annual reports.

The Town of Gray Town Council Remote and Hybrid Meeting Policy was amended on June 7, 2022. The policy applies to all committees unless that committee adopts a separate policy. For the Planning Board and Zoning Board of Appeals, the hybrid model should be used whenever feasible. For all other committees, hybrid, remote or in person meetings can be used based on the majority of committee members wishes. If hybrid or remote meetings are used, the Town Zoom account should be used to ensure recording of the meetings.

1. Planning Board
2. Zoning Board of Appeals

TOWN COUNCIL COMMITTEES

WILD BLUEBERRY FESTIVAL COMMITTEE

A. Established:

1. The End of Summer Fest Committee was created on December 6, 2016. The committee was re-named the Blueberry Festival Committee on May 2, 2017. The committee was re-named the Wild Blueberry Festival Committee in 2022.

B. Membership:

1. The Wild Blueberry Festival Committee shall consist of five (5) members and one alternate.

C. Duties:

1. Celebrate and promote the Town of Gray, including local businesses, community and school organizations, and Pennell Complex;
2. Build on existing, and foster new, collaborative efforts in town;
3. Create 'new childhood' memories with this event and revive the 'old childhood' memories of Gray's Old Home Days;
4. Educate attendees by offering interactive booth demonstrations and exhibits.

BOARD OF ASSESSMENT REVIEW

A. Membership:

1. The Board of Assessment Review shall consist of three (3) members.

B. Duties:

The Board of Assessment Review shall have the power to;

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

1. Review any tax assessment complaint of property owners, and revise assessments for the purpose of taxation of real and personal property within the Town limits made by the Assessor.
2. Administer oaths.
3. Take testimony.
4. Hold hearings.
5. Adopt regulations regarding the procedure of assessment review not otherwise inconsistent with State or local law.

COMMUNITY ECONOMIC DEVELOPMENT COMMITTEE (CEDC)

A. Membership:

1. There shall be a Community Economic Development Committee consisting of five (5) members, and one alternate.
2. In addition, the Town Planner; a designated member of the Planning Board, and a designated member of the Town Council shall be ex-officio members who shall be non-voting members of the Committee.

B. Duties:

1. The CEDC shall promote and/or participate in initiatives that will:
 - a. **Cultivate** community and cultural connections in Gray.
 - b. **Revitalize and preserve** the charm of the Village.
 - c. **Support** improvement, responsible expansion, and retention of established businesses in the Town of Gray.
 - d. **Stimulate** the establishment of new businesses that will diversify the tax base and align with the goals of the Comprehensive Plan of the Town of Gray.
 - e. **Promote** opportunities for local citizens who desire to open businesses or cottage industries.
2. The CEDC shall cooperate with other community, region, state organizations and agencies to promote, assist, encourage and develop the community and economic climate of the Town of Gray.

COMMUNITY TELEVISION ADVISORY COMMITTEE (CTAC)

A. Established:

1. The Community Television Advisory Committee was created March 24, 2020.

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

B. Membership:

1. The Committee shall consist of seven (7) members, four (4) of whom shall be residents of the Town of Gray. Other members may include representatives of MSAD15, a private school from either Gray or New Gloucester, the Gray/New Gloucester Development Corporation or a non-profit organization from Gray.

C. Duties:

1. The Community Television Advisory Committee shall meet no less than once each quarter of the year; and may schedule additional meetings as needed.
2. It shall be responsible for keeping the Gray Town Council informed of Public, Educational and Government related matters as they relate to:
 - a. Recommending improvements in Public, Educations and Government programming to the Town Manager and Station Manager.
 - b. Making recommendations regarding relevant emerging technologies and other broadcast options to the Town Manager and Station Manager.
 - c. Promoting and developing optimal utilization of the PEG system;
 - d. Promoting community outreach and providing a forum for citizen recommendations and concerns regarding the use of equipment, facilities, programming and other related issues.
 - e. Promoting support for quality community television in Gray.
3. Explore and cultivate available programming sources.
4. Examine emerging technologies and other telecast or online streaming options for public, educational and governmental meetings.

DRY MILLS SCHOOLHOUSE MUSEUM COMMITTEE

A. Membership:

1. The Dry Mills Schoolhouse Museum Committee shall consist of five (5) members, and one alternate.

B. Duties:

1. The mission of the Dry Mills Schoolhouse Museum located adjacent to the Maine Wildlife Park's campus in Gray, Maine, is to offer a venue for locals and visitors to take a step back in history for an experiential visit in a mid-1800's schoolroom.
2. The restored, one-room schoolhouse displays old photographs, hands-on items, and period books, including a copy of one of the century's teacher journals.

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

3. We strive to fully restore and secure the Dry Mills Schoolhouse for posterity, to preserve its rich history, to open and present it to the public on a regular basis, to allow Gray residents, individual visitors, and student groups direct access to an educational immersion experience, and to provide a preserve for inter-mutual community and celebratory events.
4. The Dry Mills Schoolhouse: Preservation of our Past and Pathway to our Future.

FINANCE COMMITTEE

A. Membership:

1. The membership of the Finance Committee shall consist of three (3) members, at least one (1) member shall be a Town Councilor.
2. All other members shall be chosen from among the citizens duly registered to vote in Gray.
3. The Council member(s) shall be appointed annually following the municipal election.
4. The Finance Committee shall elect a Chairperson from among its members. The Chairperson of the Finance Committee should be a resident, not a Councilor, whenever possible. In the event that the Finance Committee wants to elect the Council representative as Chair, they will submit that recommendation to the Town Council for approval by majority vote.

B. Duties:

1. The Finance Committee's role shall be advisory only, except for those duties and responsibilities specified to them by the Town Charter or by ordinance. Some of the responsibilities include but are not limited to:
2. Any time this committee schedules to meet, it shall properly notice the public in accordance with the Town Charter and State law.
3. All committee votes are advisory and shall be reported to the Council as a whole for final disposition.
4. Review the monthly financial reports of the Town, including the Town's investments and policy and report the results to the Council as a whole.
5. Develop and review biannually, the investment policies of the Town, assuring that all assets of the Town have been properly protected and invested in compliance with State and Federal laws and regulations.
6. Meet with the auditors annually and report their findings to the Council.
7. If so authorized, the Committee may recommend additional procurement policy items in accordance with the Charter that may be recommended to the management of the Town.
8. Make recommendations to the Council.

GENERAL ASSISTANCE FAIR HEARING AUTHORITY

A. Established:

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

1. The Committee is established and governed by the Chapter 601 General Assistance Ordinance.
2. Membership:
3. The Committee shall consist of three (3) Town Councilors.

B. Duties:

1. The Committee shall be responsible for implementing “Section 7.3 The Hearing Procedure” as well as any other requirements found in the Chapter 601 General Assistance Ordinance.

LIBRARY BOARD OF TRUSTEES

A. Membership:

1. The Library Board of Trustees shall consist of seven (7) members.
2. The Library Director shall be appointed by the Town Manager, upon recommendation of the Library Board of Trustees.

B. Duties:

1. The Library Board of Trustees shall adopt policies relating to the operation and planning of the Library.
2. Board of Trustees shall establish rules and policies to guide the Library Director, subject; however, in both instances to the provisions of the Town Charter, Town Ordinances and Town’s Personnel Policy.
3. The Library Director shall be responsible to the Town Manager for following the guidelines set forth by the Board of Trustees.
4. All expenditures of library funds shall be made by the Town Treasurer upon request of the Board, or in cases where the Librarian is authorized by the Board, upon request of the Librarian.
5. The Library Trustees shall have the authority to use the Library Reserve funds for purchases or services pertaining to the Library.
6. Purchases made from the Library Reserve must be maintained only with funds from the Library Reserve Fund.
7. The Library Reserve Fund shall consist of gifts or donations to the Gray Public Library, and any interest generated by these funds.
8. The use of such funds shall be approved by a majority vote of the Library Board of Trustees, and the Library Director.
9. A purchase order signed by the Library Director and the Chair of the Trustees shall be submitted to the Town Treasurer, no further approval shall be required.

OPEN SPACE COMMITTEE

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

A: Established: This committee was created on September 17, 2019

B. Membership:

1. The membership of the Open Space Committee shall consist of three (7) members,

C: Duties:

1. To inventory public and conservation lands, habitat protection, recreational areas, and possible greenbelt areas. To coordinate with the Comprehensive Plan Committee and Facilitator to gather data and collect survey information from the community. To identify existing and proposed areas for future Open Space planning. To create a vision for Open Space in Gray and to form a Statement of Purpose for an Open Space plan coordinating with the Comprehensive Plan Committee.
2. To engage in discussions with landowners and regional land trusts and make recommendations to the Town Council in order to help secure access to land/corridors through acquisitions, easements, land swaps, and other forms of agreements.
3. To assist with fundraising for land/corridor acquisition from private and public sources.

ORDINANCE ADVISORY COMMITTEE (OAC)

A. Established:

1. This committee was created on November 12, 2013.

B. Membership:

1. The membership of the Ordinance Advisory Committee shall consist of at least three (3) members.
2. In addition, a staff member of the Community Planning Department shall be a non-voting ex-officio member of the committee.

C. Duties:

1. The committee shall function as a sounding board for the Town Council and Community Development staff.
2. The committee shall review and comment on changes to the Town's existing Zoning Ordinances as well as assist in creating new zoning ordinances, districts, and standards.

PLANNING BOARD

A. Membership:

1. The Planning Board shall consist of five (5) members and two (2) alternates. The two Alternate members will be appointed to the Board by the Town Council in the same manner as full members. All full and alternate member vacancies shall be filled by the Council. The Planning Board shall meet up to twice a month at the discretion of Planning Department Staff.

B. Duties:

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

The Board shall;

1. Be responsible for reviewing and approving, when in order, subdivision plans, site plans, conditional uses, and Shoreland Zoning applications in accordance with State Statutes and Town Ordinances.
2. Be responsible for the constant supervision of the Zoning and Subdivision of the Zoning and Subdivision Ordinances and for recommendations to the Town Council for changes in each.
3. Perform such duties and exercise such powers as are provided by the Town Ordinances and the laws of the State of Maine.
4. Offer advice and assistance, and make recommendations to the Town Council, Town Manager and other Town committees and staff as needed or requested.

RECREATION COMMITTEE

A. Established:

1. The Committee shall be responsible for performing and carrying out its duties in accordance with the rules, regulations, and guidelines set forth in the Gray Land Bank Ordinance adopted September 6, 1988, as amended.

B. Membership:

1. The Recreation Committee shall consist of five (5) members.
2. In addition, a staff member of the Recreation Department shall be a non-voting ex-officio member of the committee.

C. Duties:

1. The Committee shall advise and recommend to the Town Council on recreational and public parks matters, such as: programs, policies, development, planning, or leisure time activities.
2. In cooperation with the Town Manager and the Parks and Recreation Director the Committee shall assist in initiating and maintaining progressive programs and activities.
3. The committee shall engage the community to build a volunteer base and connect them to community events and programs.
4. The committee will consider community feedback and research and identify opportunities for programs, events, and resources to bring to Gray.

D. The committee, when appropriate, will collaborate with other local recreation departments including but not limited to New Gloucester Recreation Department. Collaborations with New Gloucester will be branded as GNG Recreation..

RESILIENCY COMMITTEE

A. Membership:

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

- a. The Resiliency Committee shall consist of five (5) regular members and one (1) alternate member.
- b. In addition, a staff member of the Recycling and Solid Waste Department shall be a non-voting ex-officio member of the committee.

B. Duties:

The committee shall:

1. Expand education for Residents via GCTV/Website streaming programming in partnership with GNG School system, newsletter, electronic platforms, bulletin boards, Library, flyers and direct mailings on topics related to Resiliency Planning, waste reduction, renewables and/or energy efficiency and Climate action.
 - a. Proper composting to work towards reducing food waste
 - b. Tips/Information on the pillars of waste handling: Avoid/Reduce, Reuse, Recycle, Recover, Dispose
 - c. Classes on relevant topics such as vermiculture and biodigesters
 - d. Native plantings, canopy catalog/planning, fertilizer transition plans for open space/school fields/municipal properties
 - e. Practical zero waste approaches to lifestyle and events
2. Assist with Resiliency and Climate Action Planning, as appropriate, to identify baseline, identify forecasted changes in coming years, identify actionable items in categories (1) municipality (2) neighborhoods (3) residents. Working with the Community organizations that are mission aligned, promote action on items in categories (2) and (3).
3. Work with Organizations, Companies, Non-Profit groups and Residents to conduct readiness assessment for Repair Café, Tool Library, Salvage/Reclaim depot, Upcycling, Greenbuilding, Plant Swap, Seed bank, etc.
4. Make recommendations, as appropriate, to modify Town's current disposal policies, sticker compliance, fee structure that will enhance and/or reduce cost of the operations.
5. Work with Solid Waste Director to promote/host Hazardous Waste Day to educate Residents on hazards of improper disposal and share policies, options, changes on an annual basis.

For all duties outlined – encourage partnerships and collaboration with other Towns to develop regional approaches wherever possible.

ZONING BOARD OF APPEALS (ZBA)

A. Membership:

1. The Zoning Board of Appeals shall consist of five (5) members.

B. Duties:

The board:

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

1. Shall hear and decide administrative appeals where it is alleged there is an error in any order, requirement, decision, or determination by the Code Enforcement Officer in the enforcement of the Zoning Ordinance.
2. Shall hear and decide variance appeals in specific cases where a relaxation of the terms of the Zoning Ordinance would not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the Zoning Ordinance would result in unnecessary or undue hardship, all as provided by State law and the terms of the Zoning Ordinance.
3. May grant a disability variance to a property owner for the purpose of making that property accessible to a person with a disability who is living on the property, in accordance with State law.
4. Shall perform its duties and be governed by Title 30-A M.R.S.A. Section 2691, as amended, and the Zoning Ordinance, Section 402.32.

RETIRED TOWN COUNCIL COMMITTEES

CHARLES BARKER SCHOLARSHIP COMMITTEE

A. Membership:

1. The Charles Barker Scholarship Committee shall consist of four (4) members, of which no member shall be a member of the School Board.
2. In accordance with the terms and conditions of the Charles Baker Scholarship Fund, "Such committee members shall serve until a similar committee shall have been appointed or reappointed after the next selection of a Board of Selectmen (Town Council) of said Town."

B. Duties:

1. The Committee shall be responsible for determining the allocation of scholarship funds to worthy students of Gray Schools for the purpose of assisting with expenses for higher education and post-secondary schools.

The Committee's responsibility shall be carried out in accordance with the terms and conditions of the will dated December 17, 1969, set forth by the late Charles W. Barker.

GRANGE NO. 41 SCHOLARSHIP FUND COMMITTEE

A. Established:

1. The Committee's responsibilities shall be carried out in accordance with the terms and conditions of the Gray Grange No. 41 Scholarship Fund formally accepted by the Gray Town Council on May 7, 1991, and signed by Gordon Kimball, Sr. Treasurer of Gray Grange No. 41 on July 25, 1991

B. Membership:

1. Gray Grange No. 41 Scholarship Fund Committee shall consist of three (3) members.

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

2. The three (3) members shall consist of the Principal of the Gray-New Gloucester High School, one (1) person appointed by the Town Council, and one (1) resident of Gray who initially shall be or was a former member of Gray Grange No. 41.
3. Committee members shall be appointed by the Town Council, in accordance with the terms and conditions of the Gray Grange No. 41 Scholarship Fund.

C. Duties:

1. The Committee shall be responsible for the Gray Grange No. 41 Scholarship Fund for postsecondary education. Selected recipients must be residents of the Town of Gray, pursuing postsecondary education.

LADDER TRUCK COMMITTEE

A. Established:

1. Per June 13, 2017 Town of Gray municipal election results, the Town Council shall appoint a citizens ad hoc committee. The Ladder Truck Committee was created on June 13, 2017.

B. Membership:

1. The Ladder Truck Committee shall consist of seven (7) members.
2. Five (5) shall be citizens of Gray.
3. Two (2) shall be non-voting ex-officio members:
4. One (1) shall be the Director of Public Safety.
5. One (1) shall be a Town Counselor.

C. Duties:

1. The Committee shall to hold one or more public hearings in the fall/winter of 2017/2018 to study whether the Public Safety needs of the Town require the replacement of the current ladder truck.
2. If the committee decides to recommend the purchase of a new ladder truck, the committee must make its final recommendation in time for the Council to include the proposal on the 2018 Town meeting warrant.

PUBLIC SAFETY COMMITTEE

A. Membership:

1. The Committee shall consist of nine (9) members.
2. Two (2) members from the Public Safety Department.
3. Three (3) Gray residents who are not employees of the Town or affiliated with any law enforcement agency.
4. Four (4) non-voting ex-officio members of which;

**TOWN COUNCIL
COMMITTEES & AFFILIATIONS POLICY
TOWN OF GRAY, MAINE**

5. One (1) a member of the Maine State Police.
6. One (1) a member of the Cumberland County Sheriff's Department.
7. One (1) the Town of Gray Public Safety Director.
8. One (1) member of the Gray Town Council.

B. Duties:

The committee shall;

1. Be concerned with various matters of community safety as they relate to law enforcement, fire protection, traffic, and the transportation systems that support traffic. Including both vehicle and pedestrian and those issues outside of Gray that have impacts within the community such as regional transportation corridors and projects.
2. Work towards developing the necessary plans and recommendations that shall achieve improved community safety.
3. Advise the Public Safety Director in areas of community and building safety issues, making recommendations where appropriate.
4. Work with the Maine Department of Transportation, Maine Turnpike Authority, the Maine State Police and the Cumberland County Sheriff's Department in matters of traffic and safety issues.

May work with and assist other standing committees and, where appropriate, special committees of the Town.

COMPREHENSIVE PLAN STEERING COMMITTEE

A. Established:

1. The Comprehensive Plan Steering Committee was created on May 7, 2019.

B. Membership:

1. The Comprehensive Plan Steering Committee shall consist of a minimum of nine (9) and a maximum of eleven (11) members and two (2) alternates.

C. Duties are to oversee:

1. The compilation of a Comprehensive Plan to replace the current 15+ year old Plan.
2. That the Plan incorporates input from a cross-section of the Town residents and represents the majority of Gray residents, property owners, and businesses through extensive public outreach.
3. To create a viable and implementable Future Land Use Plan designed to accommodate anticipated residential and commercial growth over the next 10 to 20 years.
4. The final plan should include sufficient measures to be deemed consistent with the Growth Management Act by the State.

TOWN OF GRAY
FEE SCHEDULE FY 2023

TOWN OFFICE-CLERK/TREASURE	Fees
Motor Vehicle Registrations	
Excise rates are determined at the State level as well as all other mandated fees.	
Agent fees are traditionally set at the highest rate allowed by the State.	
Vital Records (Birth, Death, Marriage)	
Rates are determined at the State level.	
Dog Licenses	
Rates are determined at the State level (including late fee assessed on February 1st annually).	
Ordinance mandated fee for unregistered dogs (maximum)	\$100.00
Inland Fisheries & Wildlife Licenses (Hunting, Fishing)	
Rates are determined at the State level.	
Recreational Vehicle Registrations (Boat, Airplane, ATVs, Snowmobiles)	
Excise rates are determined at the State level as well as all other mandated fees.	
Agent fees are traditionally set at the highest rate suggested by the State.	
Ordinance-Mandated Licenses/Permits	
Automobile Graveyard and Auto Recycling Permit* ("Junk Yards")	\$50.00
Games of Chance License*-Rates are determined at the State level.	
Liquor License* (Off-premise Caterer)	\$10.00
Special Amusement Permit*	\$250.00
Liquor License*	\$30.00
Mass Gathering Application Fee* (non-refundable)	\$25.00
Mass Gathering Permit Fee*	\$200.00
Massage License (New)-Therapist Or Establishment Or Combination*	\$150.00
Massage License (Renewal)-Therapist Or Establishment Or Combination*	\$50.00
Mobile Vendor License (Resident)*	\$25.00
Mobile Vendor License (Non-Resident)*	\$50.00
Farmer's Market License	
Private Property Annually	\$15.00
Vendor Fee (Per Each)	\$10.00
Public Property Annually	\$35.00
Vendor Fee (Per Each)	\$15.00
Food Truck License	
Resident	\$25.00
Non Resident	\$50.00
Advertising Fee	\$100.00
Farm Stand-Annual License	\$50.00
Home Solicitation License (Resident)*	\$25.00
Home Solicitation License (Non-Resident)*	\$50.00
Professional Fireworks Display	\$400.00
Short Term Rental Registration Fee per STR	\$25.00
Waste Haulers License	\$200.00
Tax Lien Fees (Record, discharge, demand, postage)	
Rates are determined at the State level.	
Postage and demand fees are traditionally set at the highest rate allowed by the State.	

TOWN OF GRAY
FEE SCHEDULE FY 2023

	Fees
TOWN OFFICE-CLERK/TREASURE (continued)	
Miscellaneous Clerk Fees	
Abutter Notifications (per abutter) (required if any Mass Gathering Permit Fee is waived)	Current rate set by USPS for applicable first-class mail
Advertising (for all applications which require a Public Hearing)(per ad)*	\$100.00
Copies-Black and White (per page)	\$0.50
Copies-Color (per page)	\$1.00
Fax (per page) (including vehicle insurance cards)	\$1.00
Information Requests (FOIA, FOAA, etc)-First hour	\$0.00
Information Requests (FOIA, FOAA, etc)-After the first hour	Highest rate allowed by State
Non-Violation Land Use Consent Agreement (includes all out-of-pocket fees/expenses)	\$500.00
Electronic or Hard Copy (Voter List) (as allowed by law)	Highest rate allowed by State
Electronic Version of Database(s) (Dog Owners, Taxpayers/Property Information, etc)	\$35.00
Mailing Labels (Voter List, Dog Owners, Taxpayers) (initial fee)	\$25.00
Mailing Labels (Voter List, Dog Owners, Taxpayers) (per label)	\$0.05
Notary Public (per signature page)	\$2.00
Pole Permit (as allowed by law)	
Returned Check (per occurrence)	\$25.00
Winter Maintenance Road Application (includes Registry of Deeds filing fee) (may be subject to separate Review escrow)	\$50.00
*Indicates that the additional Advertising fee is required.	
COMMUNICATIONS INFORMATION	
GCTV	
Determined by GCTV Policy.	
Copies of meetings (per disk)	\$10.00
Website (definitions attached)	
Sponsorship Fees-Business (annually)	\$120.00
Sponsorship Fees-Organization/Religious (annually)	\$60.00
RECYCLING & SOLID WASTE	
Asphalt Roofing (per cubic yard)	\$40.00
Brush/Limbs/Tree parts (per cubic yard)	\$5.00
Carpet (per cubic yard)	\$10.00
Demolition Debris (per cubic yard)	\$25.00
Demolition Wood (per cubic yard)	\$10.00
Freon Units	\$14.00
Leaves/Grass (per cubic yard)	\$3.00
Mattresses (per piece)	\$5.00
Recycling Disposal Sticker (Resident)	\$5.00
Chair	\$8.00
Love Seat	\$10.00
Sofa up to 6 feet	\$15.00
Televisions	\$5.00-\$10.00
Tires-Off Rim	\$2.00
Tires-On Rim	\$4.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

	Fees
PUBLIC WORKS	
Private Road & Sign	
Sign	\$60.00
Post	\$35.00
Bracket/Hardware	\$25.00
Install	\$80.00
GRAY PUBLIC LIBRARY	
Copies-Black and White (per page)	\$0.50
Faxes-outgoing/incoming (per page)	\$1.00
Library Card (Non-Resident)	\$30.00
Library Card (Resident)	
Replacement Card	\$3.00
Lost Items (per incident)	List Price of Item + \$3.00
Billed Items (14-days past due date) per incident	\$3.00
Late Return (Item(s) returned 14 to 45 days past due date) per incident	\$3.00
Lost Items (45-days past due date; item ineligible for return) per incident	\$3.00
Scanning (per job)	\$1.00
RECREATION	
All program fees are determined based on program details and budgets as posted and pre-approved by the Recreation Director and the Town Manager.	

TOWN OF GRAY
FEE SCHEDULE FY 2023

	Fees
PUBLIC SAFETY	
Rescue Services	
Advanced Life Support(ALS)(Base Rate) (formerly Paramedic, Intermediate Care)	\$1000.00
Basic Life Support(BLS) (Base Rate)	\$700.00
Controlled Burns (Base Rate)	\$500.00
Cardiac Monitoring (Flat Rate)	\$100.00
IV Treatment (Flat Rate)	\$100.00
Oxygen (Flat Rate)	\$50.00
ALS Intercept (providing ALS care to another community)	\$300.00
Advanced Airway Care	\$100.00
ALS #2 (when 3 or more medications are used)	\$1,400.00
ALS Non-Emergency (ALS on board during routine BLS call)	\$625.00
Defibrillation	\$50.00
EMS Transports (per mile)	\$18.00
Medical Records (first page)	\$5.00 first page + \$.45 each additional page
On Scene Treatment without transport	\$150.00
Motor Vehicle Crashes	
Level 1 - Fire Department mitigation with clean-up of damage to public way.	\$500.00
Level 2 - Level 1 plus medical assistance using collar, long board, extrication, tools needed for patient care and scene safety.	\$600.00
Level 3 - Level 1 and 2 plus utilization of hydraulic devices, extrication equipment, lifting bags, stabilization and technical rescue tools including heavy rescue apparatus.	\$1,800.00
Level 4 - Any incident requiring the use of Medical helicopter; includes setting up a landing zone and ensuring landing zone safety, including levels 1, 2 or 3.	\$2,100.00
Fire Department	
Aerial/Ladder Truck (per hour)	\$200.00
Chimney Fire (3rd & subsequent times within a 12-month period)	\$100.00
Command Van (per hour)	\$100.00
Hazardous Materials Incident (damaged or non-reusable equipment and supplies)	Individually determined based on replacement cost
False Fire Alarm (3rd time within a 12-month period)	\$50.00
False Fire Alarm (4th & subsequent times within a 12-month period)	\$100.00
Fire and EMS report (per copy)	\$20.00
Forestry Units (per hour)	\$100.00
Personnel Labor (per hour)	\$45.00
Pumper Truck (per hour)	\$125.00
Ambulance (per hour)	\$100.00
Heavy Rescue (per hour)	\$125.00
Tank Truck (per hour)	\$100.00
Utility Truck (per hour)	\$50.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

PUBLIC FACILITIES RENTAL	Fees
Recreation	
Newbegin Community Gymnasium	
Local For-Profit Organization	\$55/hr or three hours for \$115.00
Local Non-Profit Organization	\$40/hr or three hours for \$85.00
Non-Local For-Profit Organization	\$65/hr or three hours for \$140.00
Non-Local Non-Profit Organization	\$50/hr or three hours for \$105.00
Beach Volleyball Court-1 Court (per hour)	
Local For-Profit Organization	\$15.00
Local Non-Profit Organization	\$10.00
Non-Local For-Profit Organization	\$20.00
Non-Local Non-Profit Organization	\$15.00
Beach Volleyball Court Lights-1 Court (per hour)	
Local For-Profit Organization	\$20.00
Local Non-Profit Organization	\$15.00
Non-Local For-Profit Organization	\$30.00
Non-Local Non-Profit Organization	\$25.00
Beach Volleyball Court-2 Court (per hour)	
Local For-Profit Organization	\$25.00
Local Non-Profit Organization	\$20.00
Non-Local For-Profit Organization	\$35.00
Non-Local Non-Profit Organization	\$30.00
Beach Volleyball Court Lights-2 Court (per hour)	
Local For-Profit Organization	\$30.00
Local Non-Profit Organization	\$25.00
Non-Local For-Profit Organization	\$40.00
Non-Local Non-Profit Organization	\$35.00
Douglas or Pennell Ball Field Rental (per hour)	
Local For-Profit Organization	\$25.00
Local Non-Profit Organization	\$0.00
Non-Local For-Profit Organization	\$35.00
Non-Local Non-Profit Organization	\$0.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

PUBLIC FACILITIES RENTAL (continued)	Fees
Newbegin Rec Room	
Local For-Profit Organization	\$75/hr or three hours for \$158.00
Local Non-Profit Organization	\$60/hr or three hours for \$126.00
Non-Local For-Profit Organization	\$85/hr or three hours for \$179.00
Non-Local Non-Profit Organization	\$70/hr or three hours for \$147.00
Newbegin Softball Field (per hour)	
Outdoor Basketball Courts (per hour)	
Local For-Profit Organization	\$15.00
Local Non-Profit Organization	\$10.00
Non-Local For-Profit Organization	\$20.00
Non-Local Non-Profit Organization	\$15.00
Pennell Snack Shack (per hour)	
Local For-Profit Organization	\$15.00
Local Non-Profit Organization	\$0.00
Non-Local For-Profit Organization	\$30.00
Non-Local Non-Profit Organization	\$0.00
Security Deposit--Newbegin Rec Room rental requires a \$200 security deposit per rental. All other facility rentals require a \$100 security deposit per rental.	
Library	
Small Meeting Room-Non-Profit/Community Organizations (per hour)	\$0.00
Small Meeting Room-For-Profit Organizations (per hour)	\$40.00
Large Meeting Room-Non-Profit/Community Organizations (per hour)	\$0.00
Large Meeting Room-For-Profit Organizations (per hour)	\$40.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

COMMUNITY DEVELOPMENT	Fees
Administrative	
Copies-8.5 x 11 (letter-black) (per page)	\$0.50
Copies-8.5 x 11 (letter-color) (per page)	\$1.00
Copies-11 x 17 (legal/ledger-black) (per page)	\$1.00
Copies-11 x 17 (legal/ledger-color) (per page)	\$1.50
Copies-24 x 36 (Black) (per page) (Town documents ONLY)	\$5.00
Copies-24 x 36 (Color) (per page) (Town documents ONLY)	\$7.00
Copies-36 x 48 (Black) (per page) (Town documents ONLY)	\$10.00
Copies-36 x 48 (Color) (per page) (Town documents ONLY)	\$15.00
Copies-Deeds (per page)	\$1.00
Copies-(Town street maps)	\$3.00
Copies-Ordinance-Subdivision, Zoning & Shoreland Zoning ONLY	\$20.00
Copies-Ordinance-All other Ordinances	\$10.00
Copies-Disk-All Ordinances	\$40.00
E-mail/scan or fax of tax/property information (per page) (prepayment required)	\$1.00
Electronic Version of Database(s) (Taxpayers/Property Information, etc)	\$35.00
Research Requests (mortgage information verification, etc) (first 15 Minutes)	\$35.00
Research Requests (mortgage information verification, etc) (Every 30 minutes after the first 15 Minutes)	\$35.00
PLANNING BOARD (PB)/STAFF REVIEW COMMITTEE (SRC)	
Abutter Notifications (per abutter)	\$8.00
Legal Advertising (per ad)	\$100.00
Planning Review & Escrow Fees	Please see attached
ZONING BOARD OF APPEALS (ZBA)	
Administrative Appeal (includes legal advertising and abutter notifications)	\$300.00
Variance Application (includes legal advertising and abutter notifications)	\$300.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

	Fees
CODE ENFORCEMENT	
All Work done without a Permit is subject to double the normal permit fee or \$100.00 (whichever is greater)	Minimum of \$100.00
Building	
Building Permit Admin Fee	\$25.00
Permit Fee (minimum)	\$25.00
Permit (per square feet)	
Foundation/Unfinished/Decks/Sheds etc.	\$0.30
Residential-Other Finished Space	\$0.35
Commercial-Other Finished Space	\$0.45
New Dwelling Unit (Per Each)	\$400.00
Mobile Home Units	\$400.00
Permit Renewal (one-time only)	\$100.00
Certificate of Occupancy-Residential	\$50.00
Certificate of Occupancy-Commercial	\$100.00
Chimney	\$50.00
Commercial Solar Energy Installation Permit (per acre)	\$500.00
Residential Solar Permit	\$150.00
Demolition	\$100.00
Heating System	\$50.00
Re-inspection (2nd & subsequent times)	\$50.00
Electrical	
Additional Meters/Subpanels/Generators	\$50.00
Minimum Wiring Fee	\$50.00
Electrical Service	\$50.00
Sheds 120 sq ft & under	\$25.00
Wiring Permit (per square feet)	\$0.08
Plumbing/Subsurface Wastewater Disposal	
Interior Plumbing Fixture Fee	\$10.00 per fixture (minimum of 4 fixtures) plus \$25.00 admin fee

TOWN OF GRAY
FEE SCHEDULE FY 2023

	Fees
CODE ENFORCEMENT (continued)	
Sub-surface Wastewater Disposal Permit Fee	
Complete engineered system	\$225.00
Complete non-engineered system	\$275.00
Primitive system	\$125.00
Separate grey waste disposal field	\$60.00
Seasonal conversion permit	\$75.00
First time variance	\$45.00
DEP's complete system surcharge	\$15.00
Separate Parts of Disposal System Permit Fee	
Alternative toilet only	\$75.00
Disposal field only (engineered system)	\$175.00
Disposal field only (non-engineered system)	\$175.00
Treatment tank only (non-engineered system)	\$175.00
Treatment tank only (engineered system)	\$105.00
Holding Tank	\$125.00
Other components (pump station, piping, etc)	\$55.00
Rates are determined at the State level.	
Town fees are traditionally set at the highest rate allowed by the State.	
Gravel Pit	
Permit Application (subject to additional Planning Review Fees)	\$250.00
Annual Permit Renewal	\$100.00
Expansion of Pit	\$300.00
Penalty Fee (failure to submit required paperwork)	\$100.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

	Fees
CODE ENFORCEMENT (continued)	
<i>Ordinance-Mandated Licenses/Permits</i>	
Flood Hazard Development Permit	\$50.00
Hazardous Material Control-Annual Permit (Class I-Class V)	\$150.00
Hazardous Material Control-Permit (subject to Planning Review Escrow)	\$350.00
Mobile Home Park-Annual License	\$200.00
Mobile Home Park-Permit Application	\$500.00
Mobile Home Park-Revision to plan	\$250.00
Wireless Telecommunications-Application Review	\$500.00
Wireless Telecommunications-Planning Board Application Fees	\$250.00
Wireless Telecommunications-Amendments to plan	\$250.00
Wireless Telecommunications-CEO Application	\$400.00
Violation Land Use Consent Agreement (includes all out of pocket fees/expenses)	Up to the Highest rate allowed per Town Council Order
<i>Miscellaneous Permits</i>	
Dock	\$50.00
Driveway Opening	\$100.00
Home Occupation	\$50.00
Shoreland Zoning Application Minor Unfinished Structure up to 120 sq ft/minor landscape	\$50.00
Shoreland Zoning Application Major	\$150.00
Sign Permits (per sign)	\$50.00
Swimming Pool (Plus Applicable Permit Fees)	\$100.00
Tree Removal (Flat Rate)	\$75.00

TOWN OF GRAY
FEE SCHEDULE FY 2023

Planning Board/Staff Review Committee Fee Schedule FY 2023

APPLICATION	PLANNING REVIEW (Fee)	ENGINEERING or LEGAL REVIEW (Escrow)
SITE PLAN REVIEW		
Site Plan Review-Minor* Site Plan Review-Major*	\$450 \$550	Structures and Associated Site Work 2,000 – 5,000 sf.; \$2,500 5,001 – 15,000 sf.; \$5,000 15,001 – 35,000 sf.; \$4,000 35,000 sf.+; to be determined Multi-Family and Condos Up to 6 units; \$2,000 7 – 15 units; \$3,000 16 – 30 units; \$4,000 30+ units; to be determined
SUBDIVISION		
Sketch Plan	\$250	
Minor Subdivision*	\$200 / Lot	\$500
Preliminary Major Subdivision*	\$125 / Lot or Dwelling unit	5 – 10 lots / DU; \$2,500 11 – 15 lots / DU; \$3,000 16 – 30 lots / DU; \$3,500 30+ lots; to be determined
Final Major Subdivision*	\$550	
CONDITIONAL USE		
Pre-application Conference	\$250	
Conditional Use Only*	\$350	\$150
MULTIPLE REVIEWS		
Sketch Plan Review for Residential Subdivision and Site Plan Review*	\$450	See above fees for Subdivision
Sketch Plan Review for Commercial Subdivision and Site Plan Review*	\$550	See above fees for Subdivision
Conditional Use plus Minor Site Plan Review*	\$550	\$200
Conditional Use plus Major Site Plan Review*	\$750	\$250

TOWN OF GRAY
FEE SCHEDULE FY 2023

OTHER		
Pre-Project Staff Consultation	No Charge First Hour \$75 / each additional hour	\$150
Pre-Application Conference	\$250	
Planning Board Workshop	\$250	
Development Team Meeting	\$150	
Planning Board Shoreland Zoning Permit Application*	\$250	
Gravel Pit*	\$750	\$1,000
Rezoning Requests*	\$550	
Contract Zone Requests*	\$750	\$1,000
Contract Zone Requests* substantive revised submittal	\$200 each	
Extension (1-year) of Approved Plan with No Amendments*	\$200	
Planning Board Site Plan Review/Subdivision Plan Amendments per item changed*	\$350	
*Notification of Abutters and Legal Advertisement Required	Refer to Fee Schedule for Planning Board	



TOWN OF GRAY

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

OFFICE OF THE TOWN MANAGER

Nate Rudy, Town Manager
nrudy@graymaine.org
(207) 657-3339

September 1, 2022

Town Manager Report to Town Council (7/1/2022 – 8/30/2022):

- 6/30-7/25: Town Manager (TM) out of office
- 7/27-7/30: Principle Group hosted Gray Village planning charrette with support from Gray Town staff, and received broad community participation at the Village design studio hosted in the Council Chamber at Pennell Hall. Sessions included focus groups for business and property owners, bike-ped safe street design, and design concepts to make Gray Village more usable and friendly to older residents.
- Staff also coordinated the successful and well-attended Gray Block Party. Many thanks to Jon Hartt, Kyle Hadyniak, Mo Russo, Anthony Dahms, Doug Webster, Kristen Muszynski, other members of staff, and summer intern Abby Cloutier for coordinating the event and planning studio.
- 8/8: TM attended Maine Council on Aging board meeting via Zoom.
- 8/10-8/12: TM attended Maine Town City County Managers Association Institute at Sunday River. Discussion topics included: human resources, DEI policy, LD2003, municipal investments, community engagement on controversial subjects, economic forecasting from the State Economist, effective performance evaluations, union negotiations, and supervisory management skills. I was also asked to speak on my past experiences with difficult elected officials as part of a panel of managers.
- 8/13: TM hosted a volunteer recruitment booth at the Wild Blueberry Festival. Thank you to everyone who helped produce the event, especially Lacy Antonson, Councilor Meaney, Mo Russo, Kristen Muszynski, and summer intern Abby Cloutier.
- 8/15-8/17: TM attended US Environmental Protection Agency National Brownfields Conference in Oklahoma City, OK. Discussion topics included: Re-Development Academy (six-hour Brownfields University program), EPA Region 1 (New England) open house, Brownfields Redevelopment, how to administer successful Revolving Loan Fund programs, Remediation and Revitalization, Tools to attract developers to rural projects, PFAS sampling and program eligibility, Legal Complexities of Environmental Contamination, funding opportunities from the Bipartisan Infrastructure Law, and various informative plenary sessions and keynote speakers featuring elected officials and EPA administration. I also had opportunities to meet regional and national EPA officials to better understand how their programs and other federal funding sources could benefit pending road and infrastructure Gray projects that contribute to long term economic development.
- 8/25: TM and Community Planner discussed with legislative aides Gray's challenges with the "yellow book" appraisal process related to the Land and Water Conservation Fund grant.
- 8/29: TM hosted regular meeting with Cumberland County Sheriff's Office Sgt. Joe Dyar.

- 8/30: TM attended meeting with Royal River Conservation Trust regarding the Thayer Brook trail system.
- 8/30: TM and staff attended a zoom presentation from Multi-State Information Sharing and Analysis Center (MS-ISAC) and Elections Infrastructure Information Sharing and Analysis Center regarding election cyber-security.
- 9/5: Staff will observe the Labor Day holiday.
- 9/17-9/21: TM will attend the International City Manager's Association meeting in Columbus, OH and will participate remotely in the Town Council meeting on September 20.

Other activities:

- I am suggesting a roster of Gray residents to serve as voting members for a Brownfields Advisory Committee (BAC). The BAC will assist me, the project manager Kristen Muszynski, and the selected Qualified Environmental Professional (QEP) firm in identifying and prioritizing sites in Gray that may have or are perceived to have environmental contamination that is limiting the potential reuse of the subject sites for new commercial or greenspace uses. This committee will meet quarterly or semi-annually with Town staff, the QEP, and regional, state, and federal ex-officio members to assist with community outreach about the program, identifying sites, contacting site owners, and reviewing possible uses of the grant funds for assessment and economic redevelopment planning. With the owner's permission, staff and the QEP will conduct assessments of identified sites. The Brownfields assessment program is a voluntary program focused on economic development, not on law enforcement, and the site assessments provide bankable value to the property owner.
- Congratulations and thanks to Mo Russo, Director of Buildings and Grounds, for being awarded a \$77,601 Boating Facilities Grant from the Maine Bureau of Parks and Lands for the renovation of the Crystal Lake (Wilkie's Beach) Launch.
- I recommend assigning the duties of staff liaison to the Wild Blueberry Festival Committee to Mo Russo, Director of Buildings & Grounds, and/or his designee(s) within the department.
- TM was elected to the Maine Municipal Association Legislative Policy Committee and plans to attend the first meeting on 9/22.
- Thank you to Jon Hartt, Director of Human Resources, for serving as Acting Town Manager during my absence this summer.
- Principle Group is working on the final report to Town Council from the Gray Village planning charrette, which I anticipate will be presented at the 9/20 Town Council meeting.
- Thank you to Gray's Margaret Chase Smith summer intern Abby Cloutier, who assisted the Town with outreach and graphic design projects including work promoting the Gray Village planning charrette and block party. Thanks also to her internship mentor Kyle Hadyniak who took on extra responsibilities this summer in that role.
- The CEO and Planning office will migrate from the MyGov issue management software to another product called Cloud Permit, to improve customer service and self-service on permit applications and complaints filed regarding possible code violations. Development office staff participated in a demonstration and expressed full support for the migration as the new software offers an easier interface for staff and registered public users. This migration is expected to be expense neutral for FY23.



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OFFICE OF THE TOWN MANAGER

Nate Rudy, Town Manager
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(207) 657-3339

September 1, 2022

MEMO

TO: Gray Town Council

RE: Brownfields Advisory Committee member recommendations and charge

Gray is the recipient of a three year, \$500,000 US Environmental Protection Agency Brownfields Assessment grant, which will be used to identify sites with likely or perceived petroleum or hazardous material contamination that may be limiting their reuse potential for new business or public greenspace uses. A key part of the Brownfields program is community engagement and representation in the assessment and cleanup goals, and the Brownfields Advisory Committee (BAC) helps staff and the Town's Qualified Environmental Professional (QEP), and any other outsourced planning professionals in the process of identifying and prioritizing candidate sites. The owners of these candidate sites will generally be contacted by Town staff or the QEP, but BAC members also can play a role in contacting property owners as needed.

My recommendation to Council from my prior experience managing Brownfields programs in Gardiner and Hallowell is that the Brownfields program is run by staff with the BAC as a staff-level advisory committee. The committee consists of voting resident members, Town staff, and ex-officio, non-voting representatives of regional, state, and federal agencies who assist with environmental and economic development perspectives. Under this model, the committee will assist with vetting Requests for Qualifications from candidate QEPs and make a recommendation to the Project Manager (which is a role I will perform) and the Project Officer (Community Planner Kristen Muszynski). The Town Manager (TM) will make a recommendation to the Town Council about contracts for professional services. Disbursement / payments for contracted services will be made by the Finance Director, and the Finance Director will submit "drawdown" requests from the grant award to the US EPA. The TM and the Finance Director will also keep track of volunteer and staff hours accrued for work on the Brownfields program, which will be submitted to EPA for reimbursement to the General Fund from the grant award. These financial transactions were prescribed by EPA as part of the Brownfields training seminars staff attended in June.

I recommend the following slate of Gray residents to serve as voting members of the BAC:

Schelene Shevchenko
Rick Licht
Steve McPike

Galen Morrison
Kathy Tombarelli
Lacy Antonson



TOWN OF GRAY

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OFFICE OF THE TOWN MANAGER

Nate Rudy, Town Manager
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September 1, 2022

MEMO

TO: Gray Town Council

RE: Recommended funding for repair of Engine 41 engine

Due to unfortunate circumstances, the engine in Gray Fire and Rescue Engine 41 has suffered a catastrophic and unanticipated end of life. The engine has been towed by Copp motors to Cummins in Scarborough until further notice, at a cost of \$750.

The Director of Public Safety was presented with three options for getting the motor replaced, including installation of a new motor (\$45,346.22), installation of a reconditioned used motor (\$46,759.22), and installation of a compatible motor of different specification from the original *aka Long Block* (\$40,304.22), built from parts. The cost of replacement for a new motor is recommended by Public Works and Public Safety and is the middle cost of the three options.

The time delay in completing this repair while waiting for guidance at the September 6 Council meeting may result in additional towing costs, which I will present as needed at the Town Council meeting.

This repair is not covered under the FY23 general fund budget and far exceeds the Manager's contingency. As we are only two months into the FY23 general fund budget, I recommend finding a source of funds other than general fund contingencies. In consultation with the Town Attorney, I have determined that the Council can appropriate ARPA funds for the Engine 41 repair without crossing the budget threshold that would require a Town warrant. As one of the ARPA funds identified priority uses is for public safety, I recommend that Council vote to appropriate up to \$50,000* of ARPA funds for the towing and repair of Engine 41.

Another possible source of funding would be from the sale of Engine 43, which generated approximately \$27,000 in unbudgeted revenue.

*Subject to change for additional towing fees and unknown conditions.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

SCARBOROUGH ME BRANCH
 10 GIBSON ROAD
 SCARBOROUGH, ME 04074-
 (207)883-8155

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407

OWNER

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407
 TRAVIS . - 207 6573339

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-AUG-2022		10-MAY-2014	ISL9 CM2350 L101		FERRARA
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
517241		16-AUG-2022	73628565		INFERNO
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
135414			47257 / 0		ENG 41

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1F9454529EH140094

COMPLAINT UNIT BLEW A COOLANT HOSE AND OVERHEATED THEY ADDED COOLANT BUT IS LEAKING UNIT WAS TOWED TO SHOP PERFORM C2110 PERFORM C2134

CAUSE REPLACEMENT ENGINE

CORRECTION ADMINISTRATIVE TIME
 JOB SAFETY ASSESSMENT
 GUARDIAN INSPECTION
 INSITE - USE DURING TROUBLESHOOTING
 HOOKED TO INSITE THIS ENGINE EXCEEDED 280 DEGREES ALSO WE DID CUT THE OIL FILTER OPEN AND THERE IS METAL IN THE FILTER WE SUGGEST TO REPLACE THE ENGINE DO TO THE EXTREME OVERHEAT AND LOW OIL PRESSURE CODES.
 AIR CONDITIONER SYSTEM - EVACUATE AND RECHARGE
 REFRIGERANT COMPRESSOR AND BRACKET - REMOVE AND INSTALL
 AIR CLEANER ASSEMBLY (INCLUDING BRACKET) - REMOVE AND INSTALL, EACH
 TRANSMISSION, AUTOMATIC OR TORQUE CONVERTER - REMOVE AND INSTALL
 ENGINE - REMOVE AND INSTALL
 -STEAM CLEAN ENGINE
 -REMOVE:
 -REMOVE AND INSTALL:
 -INSTALL:
 -CONNECT ALL COMPONENTS DISCONNECTED IN STEP 01,
 ENGINE SUPPORT BRACKET, FRONT - REMOVE AND INSTALL
 ENGINE SUPPORT BRACKET, REAR - REMOVE AND INSTALL, BOTH
 FLYWHEEL OR FLEXPATE - REMOVE AND INSTALL
 ENGINE CONTROL MODULE (ECM) CALIBRATION- TRANSFER (CM 2250/CM2350)
 PROGRAMMABLE PARAMETERS - READ AND ADJUST
 ENGINE - DIAGNOSTIC ROAD TEST/OFF-HIGHWAY ENGINE VERIFICATION
 THANK YOU FOR YOUR BUSINESS
 TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENT
 JOB SAFETY ASSESSMENT
 GUARDIAN INSPECTION
 INSITE - USE DURING TROUBLESHOOTING

Completion date : 17-Aug-2022 08:28AM. Estimate expires : 15-Sep-2022 12:57PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

**APPENDIX A
TERMS AND CONDITIONS**

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.
2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
7. **LIMITED WARRANTIES.**
 - a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.
15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.
18. All parts will be invoiced at the time of shipment. Pricing of parts will be determined at the time of shipment and will be either the price at order placement or the price at shipment, whichever is greater
19. Cummins Sales & Service North America reserves the right to adjust pricing on parts & services as and when deemed necessary



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

SCARBOROUGH ME BRANCH
 10 GIBSON ROAD
 SCARBOROUGH, ME 04074-
 (207)883-8155

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407

OWNER

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407
 TRAVIS . - 207 6573339

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-AUG-2022		10-MAY-2014	ISL9 CM2350 L101		FERRARA
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
517241		16-AUG-2022	73628565		INFERNO
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
135414			47257 / 0		ENG 41

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1F9454529EH140094

HOOKED TO INSITE THIS ENGINE EXCEEDED 280 DEGREES ALSO WE DID CUT THE OIL FILTER OPEN AND THERE IS METAL IN THE FILTER WE SUGGEST TO REPLACE THE ENGINE DO TO THE EXTREME OVERHEAT AND LOW OIL PRESSURE CODES.

COVERAGE

1	0	ISL9	CUMMINS ENGINE	CECO	DIAGNOSTIC CHARGE:	274.05	
						38,496.67	38,496.67
				PARTS:			38,496.67
				PARTS COVERAGE CREDIT:			0.00CR
				TOTAL PARTS:		38,496.67	
				SURCHARGE TOTAL:			0.00
				LABOR:			6,075.50
				LABOR COVERAGE CREDIT:			0.00CR
				TOTAL LABOR:		6,075.50	
				MISC.:			500.00
				MISC. COVERAGE CREDIT:			0.00CR
				TOTAL MISC.:		500.00	
				HAZ WASTE DISPOSAL			100.00
				FREIGHT			400.00
					LOCAL		0.00

TAX EXEMPT NUMBERS:

Completion date : 17-Aug-2022 08:28AM. Estimate expires : 15-Sep-2022 12:57PM.

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SUB TOTAL: 45,346.22

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 45,346.22

AUTHORIZED BY (print name)

SIGNATURE

DATE

**APPENDIX A
TERMS AND CONDITIONS**

- These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.
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 5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
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 - b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
 8. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**
 8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
 9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
 10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
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 16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
 17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.
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 19. Cummins Sales & Service North America reserves the right to adjust pricing on parts & services as and when deemed necessary



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 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

SCARBOROUGH ME BRANCH
 10 GIBSON ROAD
 SCARBOROUGH, ME 04074-
 (207)883-8155

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407

OWNER

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407
 TRAVIS . - 207 6573339

PAGE 1 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-AUG-2022		10-MAY-2014	ISL9 CM2350 L101		FERRARA
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
517241		19-AUG-2022	73628565		INFERNO
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
135436					ENG 41

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1F9454529EH140094

COMPLAINT ESTIMATE TO REPLACE ENGINE WITH RECON ENGINE

NOTE

THIS ENGINE IS OUT 60-90 DAYS LEAD TIME
 ENGINE

CAUSE

CORRECTION

ADMINISTRATIVE TIME
 JOB SAFETY ASSESSMENT
 GUARDIAN INSPECTION
 DRIVELINE - RECONNECT (AUTOMOTIVE ONLY)
 INSITE - USE DURING TROUBLESHOOTING
 AIR CONDITIONER SYSTEM - EVACUATE AND RECHARGE
 REFRIGERANT COMPRESSOR AND BRACKET - REMOVE AND INSTALL
 TRANSMISSION, AUTOMATIC OR TORQUE CONVERTER - REMOVE AND INSTALL
 ENGINE - REMOVE AND INSTALL
 -STEAM CLEAN ENGINE
 -REMOVE:
 -REMOVE AND INSTALL:
 -INSTALL:
 -CONNECT ALL COMPONENTS DISCONNECTED IN STEP 01,
 ENGINE SUPPORT BRACKET, FRONT - REMOVE AND INSTALL
 ENGINE SUPPORT BRACKET, REAR - REMOVE AND INSTALL, BOTH
 FLYWHEEL OR FLEXPATE - REMOVE AND INSTALL
 ENGINE - DIAGNOSTIC ROAD TEST/OFF-HIGHWAY ENGINE VERIFICATION
 THANK YOU FOR YOUR BUSINESS

1			GUARDIAN INSP	GUARDIAN FREE VISUAL INSPECTION			0.00
1		0	DR7072RX	ENG ISL 8.9 13 B 380@2000	DRC	36,390.15	36,390.15
1		0	DR7072D	ENG ISL 8.9 13 B 380@2000	CLEAN	6,075.00	6,075.00
-1		0	DR7072D	ENG ISL 8.9 13 B 380@2000	DIRTY	6,075.00	- 6,075.00

Completion date : 20-Aug-2022 08:28AM. Estimate expires : 18-Sep-2022 08:28AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

- These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.
1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.
 2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
 3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
 4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
 5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
 6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
 7. **LIMITED WARRANTIES.**
 - a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
 8. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**
 8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
 9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
 10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
 11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
 12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
 13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
 14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.
 15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
 16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
 17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.
 18. All parts will be invoiced at the time of shipment. Pricing of parts will be determined at the time of shipment and will be either the price at order placement or the price at shipment, whichever is greater
 19. Cummins Sales & Service North America reserves the right to adjust pricing on parts & services as and when deemed necessary



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

SCARBOROUGH ME BRANCH
 10 GIBSON ROAD
 SCARBOROUGH, ME 04074-
 (207)883-8155

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407

OWNER

GRAY PUBLIC WORKS
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 GRAY, ME 04039-9407
 TRAVIS . - 207 6573339

PAGE 2 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-AUG-2022		10-MAY-2014	ISL9 CM2350 L101		FERRARA
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
517241		19-AUG-2022	73628565		INFERNO
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
135436					ENG 41

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1F9454529EH140094					
1	0	0	5255739	TUBE,BREATHER	CECO	91.11	91.11
1	0	0	5255738	TUBE,BREATHER	CECO	35.50	35.50
1	0	0	4945931	TUBE,WATER INLET	CECO	116.97	116.97
1	0	0	4942109	COUPLING,PLAIN HOSE	CECO	28.72	28.72
1	0	0	4944755	INSULATION,CONNECTION	CECO	11.11	11.11
1	0	0	4945930	TUBE,WATER OUTLET	CECO	122.56	122.56
4	0	0	3922844	CLAMP,HOSE	CECO	17.27	69.08
1	0	0	5258625	HOSE,MOLDED	CECO	48.09	48.09
1	0	0	4941864	COUPLING,PLAIN HOSE	CECO	27.15	27.15
2	0	0	3925883	SCREW,HEX FLANGE HEAD CAP	CECO	2.34	4.68
1	0	0	5258626	HOSE,MOLDED	CECO	37.54	37.54
1	0	0	4937624	BRACE,TUBE	CECO	40.40	40.40
1	0	0	5256459	TUBE,AIR TRANSFER	CECO	165.52	165.52
1	0	0	4943523	TUBE,AIR TRANSFER	CECO	180.84	180.84
1	0	0	4940674	SUPPORT,EXH RCN VALVE	CECO	356.60	356.60
1	0	0	4943767	TUBE,PRESSURE SENSING	CECO	95.01	95.01
1	0	0	4928594	SENSOR,PRESSURE	CECO	168.49	168.49
1	0	0	4945493	BRACKET,EXH COL CNN	CECO	46.03	46.03
1	0	0	4990739	COOLER,EXH GAS RCN	CECO	727.08	727.08
1	0	0	4307166	SENSOR,DFN PRESSURE	CECO	139.29	139.29
2	0	0	3900632	SCREW,HEX FLANGE HEAD CAP	CECO	3.58	7.16

Completion date : 20-Aug-2022 08:28AM. Estimate expires : 18-Sep-2022 08:28AM.

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 7. **LIMITED WARRANTIES.**
 - a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
 8. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**
 8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
 9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
 10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
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 12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
 13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
 14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.
 15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
 16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
 17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.
 18. All parts will be invoiced at the time of shipment. Pricing of parts will be determined at the time of shipment and will be either the price at order placement or the price at shipment, whichever is greater
 19. Cummins Sales & Service North America reserves the right to adjust pricing on parts & services as and when deemed necessary



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

SCARBOROUGH ME BRANCH
 10 GIBSON ROAD
 SCARBOROUGH, ME 04074-
 (207)883-8155

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407

OWNER

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407
 TRAVIS . - 207 6573339

PAGE 3 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-AUG-2022		10-MAY-2014	ISL9 CM2350 L101		FERRARA
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
517241		19-AUG-2022	73628565		INFERNO
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
135436					ENG 41

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1F9454529EH140094					
1	0	0	156075	PLUG,EXPANSION	CECO	7.27	7.27
1	0	0	5264573	UNION,MALE	CECO	58.35	58.35
1	0	0	3969999	DIPSTICK	CECO	181.70	181.70
1	0	0	202888	CLIP	CECO	16.25	16.25
1	0	0	5482141	BRACE,TUBE	CECO	49.42	49.42
6	0	0	3945236	CROSSHEAD,VALVE	CECO	31.03	186.18
1	0	0	4995628	LEVER,ROCKER	CECO	257.28	257.28
1	0	0	4934679	HOUSING,ROCKER LEVER	CECO	493.90	493.90
1	0	0	4932953	SCREW,BANJO CONNECTOR	CECO	19.33	19.33
2	0	0	3684284	WASHER,SEALING	CECO	8.20	16.40
1	0	0	4996776	SCREW,BANJO CONNECTOR	CECO	21.81	21.81
1	0	0	5305668	COUPLING,PLAIN PIPE	CECO	25.41	25.41
1	0	0	4938640	TUBE,VENT	CECO	64.56	64.56
1	0	0	5284676	CONNECTOR,BANJO	CECO	29.31	29.31
1	0	0	5402243	UNION,MALE	CECO	30.07	30.07
1	0	0	5564476	TUBE,TUR OIL SUPPLY	CECO	83.47	83.47
1	0	0	5564049	TUBE,TUR COOLANT SUPPLY	CECO	84.44	84.44
1	0	0	5272344	CONNECTION,TUR OIL DRAIN	CECO	63.99	63.99
1	0	0	5565946	TUBE,TUR COOLANT DRAIN	CECO	.00	0.00

PARTS: 40,598.22
 PARTS COVERAGE CREDIT: 0.00CR

Completion date : 20-Aug-2022 08:28AM. Estimate expires : 18-Sep-2022 08:28AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

- These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.
1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.
 2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
 3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
 4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
 5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
 6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
 7. **LIMITED WARRANTIES.**
 - a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
 8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
 9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
 10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
 11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
 12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
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 16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
 17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.
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 Detroit, MI 48277-2639

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OWNER

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 TRAVIS . - 207 6573339

PAGE 4 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-AUG-2022		10-MAY-2014	ISL9 CM2350 L101		FERRARA
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
517241		19-AUG-2022	73628565		INFERNO
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
135436					ENG 41

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			OSN/MSN/VIN 1F9454529EH140094				

TOTAL PARTS:	40,598.22	
SURCHARGE TOTAL:		0.00
LABOR:		6,061.00
LABOR COVERAGE CREDIT:		0.00CR
TOTAL LABOR:	6,061.00	
MISC.:		100.00
MISC. COVERAGE CREDIT:		0.00CR
TOTAL MISC.:	100.00	
HAZ WASTE DISPOSAL		100.00

TAX EXEMPT NUMBERS:

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://CUSTOMERPAYMENT.CUMMINS.COM)

LOCAL **0.00**

Completion date : 20-Aug-2022 08:28AM. Estimate expires : 18-Sep-2022 08:28AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 46,759.22

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 46,759.22

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

- These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.
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 2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
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 4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
 5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
 6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
 7. **LIMITED WARRANTIES.**
 - a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
 8. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**
 8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
 9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
 10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
 11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
 12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
 13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
 14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.
 15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
 16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
 17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.
 18. All parts will be invoiced at the time of shipment. Pricing of parts will be determined at the time of shipment and will be either the price at order placement or the price at shipment, whichever is greater
19. Cummins Sales & Service North America reserves the right to adjust pricing on parts & services as and when deemed necessary



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

SCARBOROUGH ME BRANCH
 10 GIBSON ROAD
 SCARBOROUGH, ME 04074-
 (207)883-8155

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407

OWNER

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407
 TRAVIS . - 207 6573339

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-AUG-2022		10-MAY-2014	ISL9 CM2350 L101		FERRARA
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
517241		19-AUG-2022	73628565		INFERNO
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
135438					ENG 41

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1F9454529EH140094

COMPLAINT ESTIMATE TO REPLACE LONG BLOCK

NOTE THIS ESTIMATE MAY CHANGE DO TO MORE PARTS

CAUSE NEEDED
 ENGINE

CORRECTION ADMINISTRATIVE TIME
 JOB SAFETY ASSESSMENT
 GUARDIAN INSPECTION
 DRIVELINE - RECONNECT (AUTOMOTIVE ONLY)
 INSITE - USE DURING TROUBLESHOOTING
 AIR CONDITIONER SYSTEM - EVACUATE AND RECHARGE
 REFRIGERANT COMPRESSOR AND BRACKET - REMOVE AND INSTALL
 AIR CLEANER ASSEMBLY (INCLUDING BRACKET) - REMOVE AND INSTALL, EACH
 TRANSMISSION, AUTOMATIC OR TORQUE CONVERTER - REMOVE AND INSTALL
 ENGINE - REMOVE AND INSTALL
 -STEAM CLEAN ENGINE
 -REMOVE:
 -REMOVE AND INSTALL:
 -INSTALL:
 -CONNECT ALL COMPONENTS DISCONNECTED IN STEP 01,
 LONG BLOCK ASSEMBLY - REPLACE
 -MOVE THE FOLLOWING COMPONENTS TO EXCHANGE AND/OR
 -UNCRATE, CLEAN AND CHECK NEW LONG BLOCK ASSEMBLY
 -OBTAIN:
 -ADJUST VALVES
 -MOUNT IN SHIPPING SKID
 ENGINE SUPPORT BRACKET, FRONT - REMOVE AND INSTALL
 ENGINE SUPPORT BRACKET, REAR - REMOVE AND INSTALL, BOTH
 FLYWHEEL OR FLEXPATE - REMOVE AND INSTALL
 ENGINE - DIAGNOSTIC ROAD TEST/OFF-HIGHWAY ENGINE VERIFICATION
 THANK YOU FOR YOUR BUSINESS

Completion date : 20-Aug-2022 09:12AM. Estimate expires : 18-Sep-2022 09:12AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

- These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.
1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.
 2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
 3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
 4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
 5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
 6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
 7. **LIMITED WARRANTIES.**
 - a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
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OWNER

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 TRAVIS . - 207 6573339

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-AUG-2022		10-MAY-2014	ISL9 CM2350 L101		FERRARA
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
517241		19-AUG-2022	73628565		INFERNO
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
135438					ENG 41

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1F9454529EH140094

1			GUARDIAN INSP	GUARDIAN FREE VISUAL INSPECTION			0.00
1		0	DR7071RX	BLK, LONG ISL 8.9 13 B	DRC	19,462.01	19,462.01
1		0	DR6159D	BLK, LONG ISL (HPCR)	CLEAN	2,700.00	2,700.00
-1		0	DR6159D	BLK, LONG ISL (HPCR)	DIRTY	2,700.00	- 2,700.00
1		0	3798339RX	KIT,ICP TURBOCHARGER	DRC	4,753.41	4,753.41
			ORDERED ITEM	4309227NX DRC			
1		0	3780074D	TURBO, HE300VG ISL	CLEAN	675.00	675.00
-1		0	3780074D	TURBO, HE300VG ISL	DIRTY	675.00	- 675.00
1		0	5496045RX	KIT,TURBOCHARGER ACTUATOR	DRC	1,609.28	1,609.28
			ORDERED ITEM	4034310RX DRC			
1		0	2837201D	KIT, ACTUATOR	CLEAN	270.00	270.00
-1		0	2837201D	KIT,TURBO ACTUATOR ISC/IS	DIRTY	270.00	- 270.00
4		0	5286984	STUD	CECO	11.34	45.36
4		0	5263462	NUT	CECO	4.38	17.52
1		0	5566887	KIT,EXH RCN COOLER	CECO	1,553.44	1,553.44
			ORDERED ITEM	4352253RX DRC			
1		0	5473184RX	KIT,AIR COMPRESSOR	DRC	1,835.66	1,835.66
1		0	3944525D	COMP,AIR ISC/ISL 18.7 CFM	CLEAN	135.00	135.00
-1		0	3944525D	CPR, AIR ISC/ISL 18.7 CFM	DIRTY	135.00	- 135.00
1		0	4307021RX	PUMP,FUEL	DRC	4,209.20	4,209.20
1		0	4954315D	PUMP, FUEL XPI GRYPHON	CLEAN	472.50	472.50
-1		0	4954315D	PUMP, FUEL XPI GRYPHON	DIRTY	472.50	- 472.50

Completion date : 20-Aug-2022 09:12AM. Estimate expires : 18-Sep-2022 09:12AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

**APPENDIX A
TERMS AND CONDITIONS**

- These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.
1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.
 2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
 3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
 4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
 5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
 6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
 7. **LIMITED WARRANTIES.**
 - a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
 8. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**
 8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
 9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
 10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
 11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
 12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
 13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
 14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.
 15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
 16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
 17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.
 18. All parts will be invoiced at the time of shipment. Pricing of parts will be determined at the time of shipment and will be either the price at order placement or the price at shipment, whichever is greater
 19. Cummins Sales & Service North America reserves the right to adjust pricing on parts & services as and when deemed necessary



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

SCARBOROUGH ME BRANCH
 10 GIBSON ROAD
 SCARBOROUGH, ME 04074-
 (207)883-8155

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407

OWNER

GRAY PUBLIC WORKS
 24 MAIN ST
 GRAY, ME 04039-9407
 TRAVIS . - 207 6573339

PAGE 3 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-AUG-2022		10-MAY-2014	ISL9 CM2350 L101		FERRARA
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
517241		19-AUG-2022	73628565		INFERNO
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
135438					ENG 41

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1F9454529EH140094					
1	0	0	5332563	GASKET,OIL PAN	CECO	64.00	64.00
			ORDERED ITEM		3973509 CECO		
1	0	0	LF9009	PAC, LF	FLG	55.01	55.01
6	0	0	V891001	P BL 1 S GN2 15W-40 BULK	VALVOLINE	16.79	100.74
1	0	0	3959798	GASKET,VALVE COVER	CECO	47.59	47.59
1	0	0	3164067	SEALANT	CECO	23.86	23.86
2	0	0	3885910	PAINT	CECO	23.57	47.14

PARTS:	33,824.22
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	33,824.22
SURCHARGE TOTAL:	0.00
LABOR:	6,380.00
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	6,380.00
MISC.:	100.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	100.00
HAZ WASTE DISPOSAL	100.00

TAX EXEMPT NUMBERS:

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://CUSTOMERPAYMENT.CUMMINS.COM)

LOCAL **0.00**

Completion date : 20-Aug-2022 09:12AM. Estimate expires : 18-Sep-2022 09:12AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 40,304.22

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 40,304.22

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

- These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.
1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.
 2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
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 6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
 7. **LIMITED WARRANTIES.**
 - a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
 8. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**
 8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
 9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
 10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
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 15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
 16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
 17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.
 18. All parts will be invoiced at the time of shipment. Pricing of parts will be determined at the time of shipment and will be either the price at order placement or the price at shipment, whichever is greater
 19. Cummins Sales & Service North America reserves the right to adjust pricing on parts & services as and when deemed necessary

*O/F/C (All)

OPEN

Count of Description	Column Labels			
	H	L	M	Grand Total
Row Labels				
Administrative		2	1	3
Committee	1			1
Comp. Plan Implementation	1			1
Infrastructure	1			1
Infrastructure / Village TIF Goals	1			1
Open Space / Conservation Plan	1		1	2
Ordinance	5	2	10	17
Ordinance /Standards			1	1
Process		1		1
Public Safety			1	1
Recreation			1	1
Residential			1	1
Revenue		1		1
TIF Goal / Budget	1			1
Traffic	2		2	4
Training		1		1
Grand Total	13	7	18	38

*O/F/C (All)

CLOSED

Count of Description	Column Labels				
	-	H	L	M	Grand Total
Row Labels					
Administrative		6	4	6	16
Budget		1		2	3
Budget			2		2
Comp Plan Imp - break out item 84		3			3
Comp. Plan Update		1			1
Comp. Plan Update - breakout of tasks for Item 11		3			3
Comp. Plan Update/ Conservation Plan		1			1
Infrastructure / Village TIF Goals				1	1
Joint Leaders		1		2	3
Ordinance	1	8	1	19	29
Policy				5	5
TIF Goal / Budget		2			2
TIF Goal / Budget - break out tasks from Item 34		1			1
Traffic		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
Training				1	1
Grand Total	1	29	7	39	76

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No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
84	Comp. Plan Implementation	O	H	1	Detail Tab	Identify steps/ create plan to implement newly approved Comprehensive plan . SEE SEPARATE TAB - FOR DETAILS	Council	Council	Council	12/01/20	07/05/22	(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. Dept heads have reviewed the plan. (12/9) Council discussed further at workshop. (4/19) New volunteer outreach underway. Council reviewed & agreed to GPCOG proposal for Village Planning. See Detail tab for updates . Next Steps: Nate to excute contract with GPCOG.
49	Ordinance	O	H	2	07/01/22	Review current ordinances and zoning to determine if changes are needed for Duplexes	Dan Maguire	Dan Maguire	Doug Webster	02/19/19	03/15/22	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 addt'l workshop to create workplan to complete all the work needed. (5/18) Council approved a moratorium in the Village on single family and dual family housing to allow for the creation of new standards and requirements in those zones (see item #94) (9/7) 1st read of design stand in Village (9/21) 2nd read/hear held by Council (PB held hear 9/20) changes go into effect in 30 days. (10/5) Council/Doug discussed whether this should stay standalone item - likely be swept into changes are they are made - but do not want to lose sight of this critical issue. (3/15) Nate pres plan for PD Staff work to Council. Next Step: Doug's focus will be on zoning/ordinance changes in VC/VCP
34	TIF Goal / Budget	O	H	3	Detail Tab	Work on planning associated with new Village TIF . SEE SEPARATE TAB FOR DETAILS	Council	Nate Rudy	Doug Webster	08/07/18	08/02/22	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. (6/7) Village Charette planned for last week of July. See detail tab for updates. Next Step: The Principle Group is compiling results from Charette

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22	Ordinance	O	H	4.1	06/01/22	Review current ordinance governing stormwater drainage measurements to determine if updates are needed. Update ordinance to include licensing fee or other fee structure IF business wants access to stormwater system .	Council	Nate Rudy	Doug Webster	02/09/18	03/15/22	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 add'l devel. That would inform the ordinance/fee work. (3/15) Nate/Doug adv work is underway with Will to determine scope of analysis and data collection. Next Step: Doug & Will will provide analysis to Council when available.
25	Ordinance	O	H	4.2	06/01/22	Review current ordinance governing stormwater drainage measurements to determine if updates are needed. Create stormwater performance standards for future development in Village and/or for businesses wishing to access Town's stormwater system.	Doug Webster	Nate Rudy	Doug Webster	03/06/18	03/15/22	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 mvoe 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. (3/15) Tied to item #22 - awaiting analysis/data from Will. Next Step: Doug & Will will provide analysis to Council when available.
103	Infrastructure	O	H	5	TBD	Create Libby Hill Road upgrade Plan including 2nd emergency school exit and sidewalk	Sandy Carder	Nate Rudy	Sandy Carder	12/09/21	06/07/22	(12/9/21) Council has discussed at various times as LH Road is set for repaving, but prefer to upgrade road to address long term needs. Covid issues have worsened student safety issues on this road. MSAD15 has expressed an interest in researching the possibility of utilizing their ROW to Shaker RD via the HS parking lot as an emergency exit to comply with safety plans which require 1 entrance for rescue personnel and another for exit. Extension/upgrade (ADA) of the sidewalk the full length of the road is identified as a critical need. Extension of the Hannaford sidewal to Spruce Street with a lighted crosswalk from Spruce to the ROW is also on the list. MSAD15 has req a formal workshop to begin researching options. (1/18) Sandy adv MSAD15 agreed to workshop to brainstorm project scope (3/28) Joint WS held & scope defined. (4/5) Anne preparing app for earmark funding & Sandy seeking letters of support - deadline is 4/13. (4/19) Anne submitted application with recommendation letters (5/19) Unfortunately, Gray was not selected for the earmark. (6/7) Anne adv MDOT provided some feedback Next Step: Anne will review DOT material & follow up with Rep Pingree's office.

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66B	Traffic	O	H	6	01/31/22	Determine if Time of Day Weight restriction should be placed on Short Shaker Rd.	Sandy Carder	Council	Nate Rudy	11/12/19	08/02/22	(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. (10/6) Public forum held with info sharing with regards to Depot Rd (10/20) Council disc options (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. (3/16) Council prov feedback to Dan to update Ord. He will coordinate with Nate to submit to legal. (5/4) Dan req an update on status. (5/18) Legal has rev with feedback. (6/2) Council provided feedback (7/6) Nate adv only 1 call rec'd from letter (9/7) 1st read will be 9/21 with 2nd read 10/5. (9/21) 1st read/public hear held (10/5) 2nd read/hear held - approved for local roads. (12/9) sign lang identified & Council voted to install. (12/21) Council dis next step for short shaker (2/1) Letter sent (3/1) Sandy adv Bruce Van Note req a meet in Gray for 1 hour later this month with Nate/Sandy - Anne will also attend. (3/29) meeting held with DOT (4/19) Council agreed to close Mayall Rd portion. (7/5) Sandy followed up with Dale - he said they think they found some language & will send it along. (8/2) <u>Sandy shared draft provided by Dale at WS for Council feedback & discussed add'l exemption on current local roads Next Step: Sandy to update current local road weight ordinance & to create formal MDOT ordinance for 1st reading.</u>
4	Traffic	O	H	7	Detail Tab	Work to develop long term changes needed to address traffic, drainage, road conditions, pedestrian & cyclist safety and speed along Route 115 entering Gray from the hill thru connection to Brown Street.	Nate Rudy	Council	Nate Rudy	01/02/18	06/07/22	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. (3/2) Will prov est. (9/7) Council set up 'kick off' meet date with prime parties. See Detail Tab for updates (9/27) Kick off meet held - next steps set (6/7) Village charette planned end of July & TIF funds for easement work in budget. Next Step: New tasks logged on detail sheet.

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89	Infrastructure / Village TIF Goals	O	H	8	Detail Tab	Create Engineering Plans for Main Street and Coordinate with MDOT for construction	Council	Council	Nate Rudy	02/19/19	08/02/22	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. (4/6) Nate & Alec had a walk thru with Rob where he adv phase 1 is moving forward, but phase 2 will now only include stormwater NOT a reconstruction of the road. Alec adv that the road is in terrible condition which cannot be adressed with an overlay. Council met with Water District and agreed Village TIF fund needs to be avail in coming year for planning. (5/4) Council incl \$75k TIF funds in budget (6/15) MDOT Rob Betz attend workshop and advised both projects are fund with 2023 construct projection. (9/7) Council will hold WS on 9/15 to complete their prep for MDOT meet (9/21) MDOT WS held - timelines work discussed. (4/19) Council rev plan/fund options provided by DOT & chose to remain in current workplan timeline. Nate will communicate. Next Steps: Workhop set for 8/9. New tasks logged on detail tab.
104	Ordinance	O	H	9	06/01/22	Correct Self Storage Ordinance and create restrictions on new facilities	Doug Webster	Nate Rudy	Doug Webster	01/05/22	06/07/22	(12/21/21) Doug brought 2 issues to the Council which came up via a Planning Board review of 2 pending applications. (1) limit to 1 building and (2) should outdoor storage be allowed? Both were inadvertently overlooked when the ordinance was worked on last. The first one is impacting the active applications. Councilors raised issues with the number of self storage facilities being built in Gray. (1/5) Council reviewed in more detail and agreed to (1) update to existing ordinance to address 2 points raised (2) moratorium on self storage units which does not impact the 2 active applications and (3) proposals from PD on options to limit additional self storage facilities.(2/1) 1st read/public hearing held on both ordinance change & moratorium. (2/14) 2nd read & public hear held - Council apprv (4/19) Nate adv larger changes in progress. Could be ready by June. (5/19) Self Storage moratorium was extended. Council provided feedback. (6/7) Dan adv OAC discussed and provided feedback to Staff. Next Step: Doug/Kristen to incorporate feedback and bring back for 2nd discussion.

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92	Open Space / Conservation Plan	O	H	10	12/01/22	Resolve State Land for Maine's Future Grant Conversion issue created by the Tennis Courts	Council	Nate Rudy	Kristen Muszynski	04/06/21	04/05/22	(4/6/21) Tennis Courts were built at the GNG HS back using a Land for Maine's Future Grant. Back in 2006, MSAD15 removed the tennis courts (after notifying the Town) to expand their parking lot. This was a violation of the grant program which requires the recreational space created remain conserved forever. Until the space is 'converted' into another space, the Town cannot accept or apply for additional grant funding. This grant program is the primary program in the State for purchasing and conserving open space. The Council has approved a Contract Zone Agreement for Stillwater Subdivision located on Woodcock which includes the donation of 12.9 acres of land to be used as recreational space. Doug Beck, who is handling the conversion issue, advised this would be a qualifying property. The process to approve the conversion requires the Federal Gov and can take up to 3 years. Doug B adv once the Town demonstrates a real effort towards the conversion, he can release the hold on the grant program. (7/6) Nate discussed with Doug Beck & had information on next steps. (9/21) Sandy adv checklist rec'd and Town must submit documentation to get ball rolling (10/5) Anne completed draft of paperwok. Doug advise it was sent today. (12/7) Kristin prov update from site walk with Doug Beck who identified a possible issue with the road ownership. She confirmed items 1-5 on the check list are complete. Council also agreed to approach MSAD15 to share costs of appraisals. (4/5) Kristen prov update that app has been submitted to Nat'l Park Service but person who reviews it retired & position has not been filled. Next Step: Kristen & Doug to provide more info on the road to Doug B so he may submit to Feds (item 6), Council to budget for yellow book/envir study(item 7).
111	Ordinance	O	H	11	06/01/22	Create Short Term Rental Ordinance and/or program in collaboration with ADU ordinances	Nate Rudy	Nate Rudy	Kristen Muszynski	03/15/22	08/02/22	(03/15/2022) Nate advised that Staff has prepared a couple options for the Council consideration. It is critical Gray put something on the books given the State's current work on ADU housing - namely allowing ADU at every single family home without regard to local zoning. Having something on the books could allow Gray more control/flexibility with possible upcoming changes. Gray also does not have a list of existing ADU or Short Term rentals. (4/5) Doug presented 2 options to Council & Council selected option 2 with some feedback. (4/19) LD2003 has passed - will need to log new item to cover and address ADU as a separate sub-item. (5/3) Council reviewed updated draft along with legal updates and outstanding questions. Provided feedback, but also requested clarification on a few points. (5/19) Council reviewed again & provided more feedback based on Alyssa's responses. (6/21) Nate adv there are some issues with shoreland zoning still being discussed with Alyssa. Too late to have 1st read at the 7/5 meeting - set for Aug. <u>(8/2) 1st read & public hearing held.</u> Next Step: 2nd reading set for 9/6.
115	Committee	O	H	12	08/01/22	Update Ordinance Advisory Committee Duties	Council	Nate Rudy	Nate Rudy	05/19/22	05/19/22	(05/19/22) Council discussed history of OAC and current status. Everyone agreed the effectiveness of the Committee was impacted by Staffing issues, the adoption of the new Comp Plan, changing priorities and a focus on ordinance work. Suggestion was made that the OAC is still advisory - but to whom - the Council or Staff. There was consensus that the use of the OAC would vary depending the situation - size of ordinance change, urgency and if other resources were available (interns). There was also discussion of having the OAC do other projects, like reviewing all ordinances to standardize the format, content and clauses/fees. There was consensus that perhaps a consultant may be needed for that size project. Council agreed that Nate/Staff need to draft new duties and then meet with the OAC to discuss before coming back to the Council. Next Step: Nate/Staff to draft new duties.

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24A	Traffic	O	M	1.1	Detail Tab	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. MDOT Portion. SEE SEPARATE TAB - FOR DETAILS	Council	Council	Sandy Carder	02/22/18	08/02/22	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. 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. 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. (12/7) Island item moved to Main Street detail tab. Next Step: See Detail tab for more info.
24B	Traffic	O	M	1.2	Detail Tab	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. MTA Portion. SEE SEPARATE TAB - FOR DETAILS	Council	Council	Sandy Carder	02/22/18	05/18/21	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 - MTA - 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 & add'l info from Deb. Discussed possibly sending official letters to individual trucking companies 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 (5/4) Nate spoke to Mr. Mills & Erin at MTA Next Step: Awaiting guidance from Legislative team. See detail tab for more info.

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27	Open Space / Conservation Plan	O	M	2	11/01/22	During the Libby Hill Trails clean-up after the October storm, the Community Endowment communicated concerns regarding the longevity of the current ad hoc agreements used to create Libby Hill Trails . Council agreed a full review and updates are needed to protect this asset as part of Open Space Plan .	Sandy Carder	Nate Rudy	Sandy Carder	03/20/18	04/05/22	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 (7/6) Draft agree done - Sandy work with entities to finalize outstanding items (9/21) Sandy prov upd from meet (10/5) MSAD has prov initial feedback (11/16) Sandy met with MSAD/GCE (12/7) Council signed off on MOU. (12/21) Council appr MOU (1/18) Sandy adv school board has approved (4/5) Update agree drafted & initial deed feedback Next Step: Sandy to review documents & discuss with Nate/Alyssa. Also researching insurance/liability issue.
99	Ordinance	O	M	3	K1	Create Water Quality (Shoreland) Ordinance	Pam Wilkinson	Nate Rudy	Kristen Muszynski	11/16/21	04/19/22	(10/19/2021) Pam Wilkerson, President of Little Sebago Lakes Association made a presentation to the Council on behalf of the Lake Coalition which includes LSL, Crystal Lake and Forest Lake. They are requesting that the Town create a new ordinance to match the one passed in Windham to protect the water quality of the Town's Lakes. All three lakes are on the 'imperiled' State list. (11/16) Council agreed to proceed and log on our workplan. Sandy also advised that Pam was willing to create a draft to get the ball rolling - she will follow up. (03/15) Sandy adv that Pam Wilkinson is working on mocking up the Windham ordinance to provide as a starting point. She has not rec'd an update lately. (4/5) Nate presented proposal to shift some water shed money to work on this issue. Council had a couple questions related to the testing that would stop at Thayer Brook. (4/19) Lake coalition sub updated Windham ordinance with Gray specifics - Sandy forwarded to Nate to discuss with PS in conjunction with new contract proposal. Next Step: Doug will refer question to CCSW

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69	Recreation	O	M	4	04/01/22	Create a Pocket Park including Historical Marker at 5 Yarmouth Rd property	CEDC	Nate Rudy	Nate Rudy	12/17/19	08/02/22	(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 addt'l work in the Spring. The project did receive preliminary approval contingent on one sign off. (4/6) Council approv wood donation from Maschino's Lumber. (4/20) Council app picnic table donations from Aroma Joe's. Kathy adv park has PB appr (5/18) Permaplitz was held & work session to lay brick. (6/1) CEDC prov update presentation and recommended name which Council approved. (9/7) 2nd Permaplitz set for 9/11 (9/21) Council appr addt'l exp for admin of the grant (in Kathy's absence)(2/14) CEDC adv most of grant fund spent (6/21) Krista adv work is nearly complete. (8/2) Council appr new sign with questions Next Step: CEDC work on proposal for maintaining going forward. Michael to research ques about location & materials
105	Ordinance	O	M	5	07/01/22	Update Agritourism Ordinance to address changes in industry & markets	Krista Chappell	Krista Chappell	Krista Chappell	01/04/22	04/05/22	(1/4/2022) Krista reviewed a proposal from the CEDC to update the Agritourism ordinance with several letters from Gray small agri-businesses in Gray. The ordinance was originally drafted for a specific location and requires a great deal of land 50 acres. That business was never built and since that time homestead farms, argribusiness farms, etc. have been growing in Maine & Gray. CEDC/residents feel changes are needed to help encourage continued growth in this economic driver and to be more flexible with new approaches - like permaculture which takes far less space. (3/1) Krista adv CEDC is setting up public forum to review changes residents may want to see. (3/15) Krista advised CEDC holding public forum on 3/16. (4/5) Krista adv public forum was not well attended, but did have good conversation with those there. Next Step: CEDC to make proposal to Council.
55	Administrative	O	M	6	Ongoing	Review current legal agreement between MDOT, Water District and Town regarding the Route 26A winter maintenance and wellhead monitoring	Deb Cabana	Nate Rudy	Nate Rudy	04/16/19	06/07/22	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 (3/9) Water Conditions study request submitted via budget process. (7/6) Voters approved budget (11/16) Doug prov update - delay is due to identifying the best party to conduct study. WD has been consulted. Council voted to carryover funds. (2/14) Nate adv receipt of WD letter & that a plan of action has been worked up. (6/7) Nate & Sandy rec'd letter from WD Next Steps: Nate working with staff to update WD and schedule next work.

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70	Ordinance	O	M	7	D1	Review current residential Subdivision Ordinance for necessary changes in Open Space	Doug Webster	Nate Rudy	Doug Webster	02/04/20	04/19/22	(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. (3/15) Doug will work on this as part of his VC/VCP review along with GPCOG's work on master plan. It is secondary to the growth Mgmt/multifamily housing work - but connected. (4/19) Anne adv the Open Space Committee has req a meeting with the Planning Board and this is one of their top items. They are willing to take a look at what is currently there and come up with some suggestions on the changes. Next Step: Doug to work on proposed changes.
67	Residential	O	M	8	06/01/22	To review the status Deer Acres property (private road)	Residents	Council	Council	12/03/19	06/06/22	(11/12/19) 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. (7/6) The window to discuss this has passed again this calendar year. (10/5) Sandy adv group will do presentation at 11/16 Council meeting after Council agreed to presentation in the 9/21 meeting (11/16) Group presented info to Council and answered questions. Nate later advised Staff would like to talk about road ordinance in general with recommended changes to reduce or eliminate addtl winter maintenance additions either temporarily or permanently. Sandy adv another road (Ramsdell) is now seeking a change so Town can do winter maintenance on addtl road being built. (12/7) Nate has req a larger conversation regarding road acceptance & winter maintenance. (4/19) Sandy adv this will likely be scheduled for one of the May workshops. (5/3) Assoc followed up on status. (6/6) Council held WS to discuss road standard issues, winter maintenance policy & costs and any addtl info needed on Deer Acre request. Next Step: Staff to provide recommendations on changes to current policies, pull data from surrounding Towns and provide more information on Deer Acres e-mail from resident. Another workshop will be scheduled once material is ready.
93	Public Safety	O	M	9	K2	Address dilapidated Vacant Buildings around Shaker Rd/No. Raymond Rd intersection	Council	Nate Rudy	Kristen Muszynski	09/01/20	03/15/22	(9/1/20) Council identified dilapidated vacant buildings around Shaker Rd/No. Raymond Rd need to be addressed as the MDOT will not be taking the structures done. (1/5/21) Deb/PD Staff reached out to the property owners. They recognized something needs to be done with the structures and property. They are wondering if zoning changes may be allowed to assist them with redeveloping the properties. PD Staff strongly encouraged new surveys be done first. (5/18) Sandy rec'd complaint from resident on status. (3/15) Nate pres plan for PD Staff work to Council. Doug advised that this is a complex issue which may involve more 'code' work than ordinance work. Next Step: Kristen will work on after short term rental/ADU, self storage and water quality priorities.

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52	Ordinance	O	M	10	05/01/22	Develop local level Sidewalk Construction standards	Dan Maguire	Dan Maguire	Doug Webster	03/05/19	05/19/22	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. (3/15) Nate adv OAC has discussed & PD Staff have proposals to use template options. (5/19) Doug provided template example which will be used to create options which will be dependent on the type of road, location, traffic, etc. Council provided feedback and suggested a "trail" option also be created. Next Step: Staff to incorporate feedback and create options.
76	Ordinance	O	M	11	D2	Amend Subdivision Ordinance to strengthen Buffer Zone requirements & provide more autonomy to PB relating to internal roads	Dan Maguire	Nate Rudy	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. Next Step: Dan to bring to the OAC for discussion.
78	Ordinance	O	M	12	Contract	Create Stormwater Standards for Watersheds	Doug Webster	Nate Rudy	Doug Webster	06/02/20	03/15/22	(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 add'l 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. (3/15) Nate pres plan for PD staff work which included contracting out some of this work. Next Step: Doug to work with CCS&W.
113	Ordinance	O	M	13	TBD	Create ordinance to restrict herbicides, pesticides and fertilizer use around solar arrays & other sensitive areas (watersheds, public spaces, etc.)	Dan Maguire	Nate Rudy	TBD	05/03/22	06/21/22	(05/03/22) Council agreed this was an important item that should be addressed in the coming year. Initially, adding restrictions for the solar arrays in Town and then add as part of the watershed/shoreland protection discussion. Finally, review other areas this may apply like public parks. (6/21) Council discussed invasive species and State statutes as well as construction projects. Council agreed this will not be worked on until at least the Fall and that working in phases made sense - ie - starting with solar arrays. Next Step: Work on when resources become available.
94	Ordinance	O	M	14	K3	Update Town's Ordinance to reflect long term Solar Array policies for residential , all sizes.	Deb Cabana	Nate Rudy	Kristen Muszynski	04/20/21	03/15/22	(4/20/2021) Council finalized latest update to the Commercial Solar Overlay District Ordinance. This item is being logged to track the work needed on Residential Solar Array. (3/15) Nate pres plan for PD Staff work. Kristen will take this one over. Next Step: Kristen will work on after higher priority items.
44	Ordinance	O	M	15	D3	Review current residential Subdivision Ordinance for necessary changes all other areas (besides Open Space - see item 70)	Doug Webster	Nate Rudy	Doug Webster	02/05/19	03/15/22	(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. (3/15) Nate pres plan for PD Staff to Council. Next Step: Doug will work on this one after higher priorities.
106	Ordinance /Standards	O	M	16	TBD	Create a Dark Skies Ordinance or imbed Dark Skies standards in other ordinances	Dan Maguire	TBD	TBD	01/04/22	04/19/22	(1/4/2022) Dan provided information related to the Dark Skies initiative to Council. Council agreed this has validity and is important given the level of infrastructure planning planned in the coming year as well as the work implementing the Comp Plan. No clear approach was defined, but Council agreed this topic needs to be raised as the above work moves forward. (4/19) Council agreed to add sub tasks under big projects to ensure this is considered in planning. Next Step: Define path forward as more discussions are held.

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107	Ordinance	O	M	17	TBD	Create a Fire Safety Impact Fee to fund public fire cisterns	Dan Maguire	TBD	TBD	01/21/22	01/21/22	(1/21/2022) Dan suggested that long term, Gray should consider taking a different approach with fire cisterns which are currently handled within the sub division process. Developers are required to install cisterns under certain circumstances with Public Safety Director review. The quality, consistency and long term maintenance all vary with the Home Association taking over once Developer is done. The concept is to charge an impact fee, create a fire cistern fund and take over the installation and maintenance under Public Safety/Public Works. Council/Fire Chief agreed this approach may be better long term - pending details. Next Step: Work on when time permits.
114	Process	O	L	1	04/01/23	Create long term plan & transition Tracking Spreadsheet	Dan Maguire	Nate Rudy	Nate Rudy	05/19/22	05/19/22	(05/19/22) Council has been discussing transition of Tracking Spreadsheet to (1) possible different application - currently in excel (2) to a new owner (primary) with access for multiple updates (secondary) (3) changing names (4) defining process around the list for years. It now needs to be done in the next year as Sandy will be in her last year of her 2nd term. Next Step: Nate to come up with options to bring to the Council.
98	Ordinance	O	L	2	K4	Review and update Land Bank Commission Ordinance	Sandy Carder	Open Space Committee	Kristen Muszynski	10/19/21	03/15/22	(10/19/2021) While reviewing the Recreation Committee charge, Sandy pointed out the creation of the Committee stemmed from this now outdated Ordinance. In reading the ordinance, much of the roles and responsibilities have been changed, rest with the Open Space Committee or are not relevant anymore. Anne has agreed to bring to the OSC once their work on their Open Space Plan is complete and report back to the Council on recommendations. (3/15) Nate pres plan for PD Staff to Council. This will be assigned to Kristen. Anne pointed out there is already on on the books & Open Space may be able to help. Next Step: Kristen to handle after higher priorities.
60	Ordinance	O	L	3	K5	Review current Kennel related ordinances , identify needed changes & update accordingly.	Deb Cabana	Nate Rudy	Kristen Muszynski	06/04/19	03/15/22	(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. (3/15) Nate pres plan for PD Staff to Council. This will be assigned to Kristen. Next Step: Kristine to handle after higher priorities.
110	Revenue	O	L	4	08/01/22	Create Legislative Bill to reimburse Commercial Solar Array Property Tax exemption	Council	Nate Rudy	Nate Rudy	03/01/22	03/01/22	(03/01/22): Nate advised that Commercial Solar Arrays were exempted from local property taxes by the Legislature. After additional research, Lauren Asselin (Assessor) and Nate identified program which will allow for 50% reimbursement. Council directed Nate to send letter to Legislative Team urging them to provide the add'l 50% reimbursement knowing the session was already set. Rep. Moriarty advised there was nothing they could do, but provided contact in Maine Revenue Services to start discussion on proposed bill for next session which does not start until Jan 2023. The deadline for bills is late summer/early fall. Next Step: Nate will reach out to contact at MRS.
102	Training	O	L	5	07/01/22	Develop Committee Volunteers training Webinar	Council	Nate Rudy	Nate Rudy	11/20/21	11/20/21	(11/20/2021) Council discussed needed training for new Committee Volunteers and laid out timeline for annual goal/assignment setting meeting for all Committees. Everyone agreed some type of webinar could be created to allow new volunteers to review at their leisure with a review at the annual meeting. Next Step: Nate will work with Staff to create a training webinar.

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87	Administrative	O	L	6	12/01/21	Review current Fee policy for MSAD15, Gray and NG to determine if there is a better reciprocal approach	Sandy Carder	Sandy Carder	Sandy Carder	02/02/21	06/15/21	(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. (5/4) Sandy adv next joint leaders meeting set for 6/17 & will follow up on status then. 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.
39a	Administrative	O	L	7	08/01/22	Need to review/renegotiate Cable TV Contract sometime in 2019-2021.	Deb Cabana	Nate Rudy	Jon Hartt	09/18/18	05/03/22	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. (7/6) Anne adv this is at a standstill (12/7) Anne attended consortium meeting & provide substantial update. (1/4) Anne & Jon prov update on activities. Jon provided comparison between recommended consortium ordinance vs. Gray - Council agreed to move to consortium & provided some feedback. (1/18) Anne adv Bradley Law has meeting with Spectrum to start negotiations (3/1) Council held 1st read & hearing. (3/15) Jon provided add'l info, Council approved ordinance. (5/3) affirmation vote taken to address motion error in 3/15 meeting. Next Step: Nate/Jon to obtain update from Bradley Law on negotiations.

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B	Comp Plan Imp - break out item 84	O	H	1	01/15/22	Consider New Committee to monitor, supervise, ensure Comp Plan implementation proceeds	Council	Council	Dan Maguire/Krista Chappell	12/01/20	07/05/22	(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/exper 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. (10/5) Council agreed this needs to be a top priority in coming year (11/20) Council discussed options at retreat which included utilizing new annual meetings for goal setting/Committee assignments and developing a workgroup responsible for accountability to ensure assignments are being worked on. There was no resolution on the size & representation on that workgroup. (1/4) meeting held - Nate/Krista/Dan (1/18) Council rev framework for Committee & provided feedback(2/14) Krista/Dan shared their proposal. Dan to draft outreach memo & share by 21st. Goal to have posted by end of Feb & included in March newsletter. Application deadline will be end of March to coincide with first April meeting packet. (3/15) Dan adv he will work on shortly (4/5) Sandy ask if anyone had feedback on Dan's draft - none. (5/3) Timeline updated apps through 5/30 Council to review at June workshop. (6/7) Sandy asked if Krista/Dan had heard anything on apps (6/21) No apps were rec'd but Sandy rec'd a message from Lacy & she has agreed to apply (7/5) Council appt Lacy & Lisa. Next Steps: Krista & Dan to set up meeting with new coordinators.
E	Comp Plan Imp - break out item 84	O	H	1	01/31/22	Create plan/timeline for Zoning changes & ordinance changes	Council	Council	Nate Rudy/ Doug Webster	12/01/20	06/07/22	(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. (5/18) Council approved moratorium (4/6 eff - 180 days) to allow time for Staff to update standards/ordinances within the Village and Village Center zones. (7/6) Dan adv OAC is working on reviewing the current zoning against the new Com Plan zones with Town Staff and interns. (12/9) Council agreed to have Doug, Nate and Dan met to discuss the timeline/resources needed for the OAC to take a look at the Critical Rural zone and Village zones to determine options for updates as priorities to ensure protection of CR and no more loss of opportunities for appropriate growth in the Village. (2/14) Nate adv Doug has some initial changes related to density for the Village/VC areas ready to go. (3/1) 1st read & public hearing held. Council requested more information be pulled together & was willing to send to PB to obtain their feedback. (3/15) Council discussed feedback and made modifications to approach. Also reviewed Nate's proposal to address full review of zoning & ordinances for VC/VCP which will include Doug's primary focus and engaging GPCOG while moving all other ordinances to Kristen. (4/5) 1st read/public hear held. PB held public hear 4/10. Council held 2nd read/hear 4/19. (6/7) Nate shared dates for Village Charette Next Steps: Village Charette planned for last week of July.

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46	Ordinance	O	H	1	07/01/22	Develop Growth Management strategy - as part of Comprehensive Planning & to allow needed time for Open Space Planning	Sandy Carder	Nate Rudy	Nate Rudy / Doug Webster	02/05/19	04/19/22	(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 & residl 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! 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.(4/6) Council dis as part of TM goals (5/18) Council/Staff dis in WS - Staff sug step approach to create (12/9) Council disc and develop plan (3/15) Nate pres plan for PD Staff work to Council. (4/19) Council reviewed & agreed to GPCOG village proposal. Agreed to move this item to sub category under comp plan. Next Step: Work on a growth management plan - for permitting - encouraging with bonus permits in growth areas vs. restricting number in critical rural (for example) as part of Village Planning - Comp Plan implementation.

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A	TIF Goal / Budget - break out tasks from Item 34	O	H	3	02/28/22	TIF - Mixed Use Zoning Discussion for Property next to Northbrook	Town Council	Town Council	Doug Webster	01/22/18	12/09/21	(11/28/18) 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. (12/09) Council identified the need to find a parcel that could be set up with mixed used development - such as the parcel included in the Village TIF which may attract a medical facility and/or larger store like Paris Farmers which expressed an interest in having a location in Gray, but could not find a suitable parcel/building.
B	TIF Goal / Budget - break out tasks from Item 34	O	H	3	TBD	TIF - Center Rd / Bridge Redesign	Town Council	Town Council	Town Council	02/18/18	08/02/22	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. (12/4/20) 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. (2/5/21) TC moving to TIF Planning umbrella (2/19) Deb to find out replacement year from MTA. (4/19/22) Council discussed as a possible project for MDOT Village Initiative Program AFTER the Main Street/Yarmouth Rd work is done. (08/02/22) This item was discussed with the MDOT at meetings leading up to the Village Charrete and at the Village Visioning Sessions.
D	TIF Goal / Budget - break out tasks from Item 34	O	H	3	05/01/22	TIF - Evaluation of possible Sewer/Water treatment option for Village	Town Council	Town Council	Nate Rudy	02/05/19	08/02/22	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). (2/19/19) 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. (12/9) Council agreed Staff needs to provide some options for long term solutions - in the short term. (3/15) Nate adv Will & Doug working on collecting data in conjunction with MDOT data. (08/02/22) This issue is being reviewed and evaluated in the context of the Village Design process.
7	TIF Goal / Budget - break out tasks from Item 34	O	H	3	TBD	Develop possible Special Assessment Fees - 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. Next Step: Determine when Staff has capacity to work on.
8	TIF Goal / Budget - break out tasks from Item 34	O	H	3	TBD	Develop possible In Lieu Fees - 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. Next Step: Determine when Staff has capacity to work on.

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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	8	TBD	Obtain Ledge Map for scope of project	Council	Nate Rudy	Will Haskell	02/16/21	09/27/21	(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. (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. (4/6) Will provided update & Council agreed (6/15) Voters appr budget, Council appr contract. (9/27) Will adv testing is underway. If tests results in identification of ledge, than radar mapping will be done. Next Steps: Mapping should be done within a couple weeks.
B	Route 115 - break out tasks from Item 4	O	H	8	TBD	Obtain updated full Survey for scope of project	Council	Nate Rudy	Will Haskell	02/16/21	09/27/21	(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. (3/9/21) Will has provided est to Nate & Council reviewed. There were questions about who would conduct the ROW work - see new item MDOT meeting. (4/6) Will provided update & Council agreed (6/15) Voters appr budget, Council appr contract. (9/27) Survey is underway which will include identification of existing wrought & most impacted parcels. Next Steps: Survey should be done within a couple weeks.
C	Route 115 - break out tasks from Item 4	O	H	8	TBD	Draft a High Level Engineering Plan for scope of project	Council	Nate Rudy	Will Haskell	02/16/21	09/27/21	(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. (3/9/21) 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. (4/6) Will provided update & Council agreed (6/15) Voters appr budget, Council appr contract. Council recommended WD reach out to Will asap to ensure their inclusion in same engineering effort. Money was allocated for their piece out the \$495k (9/27) Will prov some high level plans req guidance on several items. WD work being done by another engineer at firm. Next Steps: Add'l guidance provided - Will to update plans & provide estimates on costs to determine what may need to be cut before going to the residents.
D	Route 115 - break out tasks from Item 4	O	H	8	TBD	Provide past Traffic Study for Brown Street	Council	Nate Rudy	Will Haskell	02/16/21	04/19/22	(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). (9/27) Council expressed strong support to making Brown street one way from Main to Yarmouth - to help solve safety issues, speed, heavy truck traffic on Shaker Rd, and parking issues. MDOT has not approved in the past. (4/19) In workshop, Council spoke about MDOT being okay with making Brown a one way and decided running a test this summer in partnership with the DOT and Bicycle Coalition of Maine would be a good way to identify issues and benefits. Alec pointed out that the MTA controls the lights at the big intersection and we should keep them in the loop. Next Steps: Will to research further.

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E	Route 115 - break out tasks from Item 4	O	H	8	TBD	Set up Joint Meeting with MDOT	Council	Nate Rudy	Nate Rudy	03/09/21	06/15/21	(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. (5/4) Nate has req a meeting & follow-up - looking for 5/18 workshop but no response to date. (6/15) MDOT Rob Betz atten workshop & adv Town needs to do easement work and then would hand over to MDOT. Doug asked about which method is preferred, Rob adv there is a manual to follow and that the question should be referred to Cathy Rawlings in Property Division. He will obtain more info for us. He also advised that 2022 MPI funding is all allocated. 2023 is next cycle - await engineering plan is a good idea to ensure we have the best figure - once it is set - we are locked in and we can only obtain \$625k from MDOT. He did adv having a "contingency" figure would be good for a project of this size. MPI contracts are usually signed the year before the funding and once signed Town has 36 months to complete project. Next Steps: Town needs to complete more work to prepare for the MPI application.
F	Route 115 - break out tasks from Item 4	O	H	8	TBD	Set up Meeting with Water Department	Council	Nate Rudy	Will Haskell	03/09/21	09/27/21	(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. (4/6) Council met with WD to discuss timeline. WD will provide an estimate of the money they will need in the coming 12 months to begin their engineering/planning. Sandy did adv the information is needed in time for the 4/20 warrant article vote. (4/20) Nate prov updated info from WD - Council agreed the WD req for Route 100 TIF funds was fine (under the \$495K) - subsequent discussions will be needed for overage and for the other TIF fund projects. (6/15) WD attend workshop (9/7) Council set WS 9/27 with primaries incl WD Next Steps: Continue to include WD in meetings.
G	Route 115 - break out tasks from Item 4	O	H	8	TBD	Set up Discussion with First Congregational Church	Council	Nate Rudy	Will Haskell	03/09/21	09/27/21	(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 (9/27) Council agreed that starting conversation with Church asap was critical to creating plans for public forum. Next Steps: Will will work with Staff to engage the Church to review options for squaring Brown and dealing with their septic system.
H	Route 115 - break out tasks from Item 4	O	H	8	TBD	Identify Blasting impacts from project	Council	Nate Rudy	Will Haskell	03/09/21	03/09/21	(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.
I	Route 115 - break out tasks from Item 4	O	H	8	TBD	Schedule Public Forums for property owners and residents	Council	Nate Rudy	Council	09/27/21	09/27/21	(9/27) Council agreed that identifying the most impacted parcels first and holding on site individual meetings was paramount to identifying options for the road. Once that step is done, then holding a larger public forum for all Yarmouth/Brown road residents would be set to review draft plans and obtain feedback. All residents are welcome, but letters will be sent to Yarmouth/Brown residents. Next Steps: Will to identify most impacted parcels.
J	Route 115 - break out tasks from Item 4	O	H	8	TBD	Obtain info on Budget and MDOT MPI fund disbursement rules	Council	Nate Rudy	Nate Rudy Will Haskell	09/27/21	09/27/21	(9/27) Council asked Nate to obtain new projections on how much money will be available in the Route 100 South TIF for this project. Council asked Will to talk to MDOT about how upcoming MPI schedule for the \$625k contribution and when the money would have to be spent if MPI was approved. There was concern that we could miss out on obtaining the funding, but on the flip side, not be ready to spend it given we will need at least a year to obtain easements. MPI funding cannot be used for easements. Next Steps: Will to identify most impacted parcels.

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K	Route 115 - break out tasks from Item 4	O	H	8	TBD	Identify Firm to complete Easement Work	Will Haskell	Nate Rudy	Nate Rudy Will Haskell	09/27/21	06/21/22	(9/27) With MDOT advising they will not work on easement issues, Will adv his firm does not do that type of work. He has some names he can provide. We will need to obtain estimates so TIF money can be set aside and an RPF can be done. (3/15) Council discussed need to move TIF funds into FY23 budget to ensure easement work can proceed. Council also needs further clarification on WD portion of TIF funds. (6/21) \$500k in TIF money was moved to active in budget approved by Voters. Next Steps: RPF to be created to identify firm to start work.
L	Route 115 - break out tasks from Item 4	O	H	8	TBD	Implement Dark Skies approach with Lighting	Dan Maguire	Nate Rudy	Nate Rudy Will Haskell	04/19/22	04/19/22	(4/19/22) Council agreed it was important to list sub tasks on big project to ensure Dark Skies approach is used when planning lighting. Next Steps: Work into upcoming planning effort.

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No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
A	Main Str - break out tasks from Item 89	O	H	9	12/31/21	Obtain Stormwater Capacity Analysis from MDOT	Will Haskell	Nate Rudy	Will Haskell	12/07/21	12/07/21	(12/07/21) Will advised that the MDOT is completing an analysis of the stormwater capacity of the current system which directs flow to the MTA interchange and Cemetery area. Whether the current system can handle existing stormwater and/or has additional capacity is unknown and likely not well documented in regards to options. This information is critical to the plan for upgrades to Main Street and must be obtained before stormwater modeling can be completed. Next Step: Will/Alec and Nate to work with MDOT to obtain asap.
B	Main Str - break out tasks from Item 89	O	H	9	12/31/21	Identify what level of Survey information will be available from MDOT	Will Haskell	Nate Rudy	Will Haskell	12/07/21	02/01/22	(12/07/21) Will advised it is likely the MDOT did not do a detailed survey for their upcoming projects. This detail is needed to do the level of planning the Council is asking for and will need to be done first. It is possible to leverage off what was done for survey work. (2/1) MDOT information is not sufficient for Will to proceed. Nate rec'ing no response for meeting request Next Step: Letter sent to MDOT (along with weight limit/route numbering) with CC to Legislative team.
C	Main Str - break out tasks from Item 89	O	H	9	04/01/21	Signage/Bollard Posts - Village Island	Sandy Carder	Nate Rudy	Nate Rudy	02/22/18	12/07/21	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 boillard 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. Awaiting alternatives from MDOT. (12/7) This was originally logged under the MDOT detail tab - moving to Main Street as it will be incorporated in the plans.
D	Main Str - break out tasks from Item 89	O	H	9	TBD	Implement Dark Skies approach with Lighting	Dan Maguire	Nate Rudy	Nate Rudy Will Haskell	04/19/22	04/19/22	(4/19/22) Council agreed it was important to list sub tasks on big project to ensure Dark Skies approach is used when planning lighting. Next Steps: Work into upcoming planning effort.

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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	06/01/22	Signage - Route 26 vs. Route 26A	Council	Nate Rudy	Nate Rudy	02/22/18	08/02/22	Village diversion/misdirection. Looking into eliminating/renaming route 26/26A to prevent Trucker 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. (4/6) MDOT resp - sugg 'truck route' signs, not budging on sign replacement. (5/4) Nate & Sandy meet with Sen Breen staff 5/5 & submitted historical info on issues. (12/21) Council dis at meet & Nate will follow up on details for 'cost' of signs (2/1) Letter sent to MDOT req detailed invoice for costs and MTA info. (3/1) Sandy adv Bruce Van Note meeting to be held at end of March (3/29) meet held with DOT - they will provide more detail on sign costs & Nate to reach out to MTA on costs. (8/2) MDOT has approved, money in budget - will time with weight restriction ordinance.
A	Traffic - MTA - break out tasks for item 24B	O	M	1.2	12/31/20	Diversion Study	Town Council	Nate Rudy	Nate Rudy	02/22/18	05/18/21	Town to define goals-study/parmts/data set to cap as much data/results as poss rel 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 Council need to send addt'l 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 Port Transp grp have agrd to grp subscr to software. Await addt'l feedfrom Mr. Mills. Ress 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 mat to S 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 coun to cons. (1/7) Sandy pres propos scope from COG-Counc req opts for MTA buy-in, but maj agreed to mov forw. Sandy will fol-up with Steph. Coun will vote on engage letter at 1/21 meet. (1/21) Coun 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 'avoid' vs. 'divers' traffic with MDOT fund? (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 (3/16) Council disc resp (1) to MTA (2) meet with Leg team + transp committee members (3) integrate in convo with MDOT on Route 100 projects (4) req mor info on LOS study costs/timeframes. (5/4) Nate & Sandy meet with Sen Breen staff 5/5 & submitted historical info on issues.

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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	05/04/21	<p>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 occured at meet with MTA confir they can prov addt'l 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 (3/16/21) See above Diversion (5/4) Nate & Sandy meet with Sen Breen 5/5</p>

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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. 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.
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. Will be considered a 'future' item.
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 would be considered a future item based on lack of available information. Possible OAC research item.
17	Economic Development / Budget	F				Research and compile data and options for a possible Community Center 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. Next Step: 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 ordinance governing noise for updates and research possible odor ordinance .	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.

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No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
80	Ordinance	F			TBD	To create rules for Chickens 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 Otelco Poles to be removed on short Shaker Road	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.
50	Economic Development	F	L	6	11/01/21	Work with the Narrow Gauge Railroad to review current situation and develop new plan.	Council	Nate Rudy	Nate Rudy	03/05/19	09/21/21	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. (9/21) Council sees no action happening on this so moving to future. NGRR has sold off pieces of their property without any contact with the Town as far as donating easements on the rail line.
98	Ordinance	F			TBD	Create a Mooring Ordinance for all Gray Lakes	Sharon Young			10/05/21	10/05/21	(10/05/21) Sharon Young submitted this request prior to her Council term expiration. The Council reviewed at the 10/5 meeting and agreed it was an issue that needed to be looked into; however, given there is a bill before the State Legislature (2nd session set to begin in 01/2022), Council wants to wait to see what the State decides to do or not do. In addition, more information is needed. The Lake Coalition presented information on a Shoreland Protection Ordinance they requested the Town create and there is likely going to be more discussion on that item. Mooring information could be collected at the same time.
36	Administrative	F			??	Review the current process for "Planned Unit Development" commercial subdivision to determine if routing the review & approval of commercial uses on lots in a PUD subdivision to the Staff Review Committee in lieu of the Planning Board.	Kathy Tombarelli	Nate Rudy	Nate Rudy	09/04/18	07/06/21	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. (7/6) Nate needs to check the status of this one. (3/15) So far none of these reviews have come up; therefore moving to future for later consideration if issues arise.

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116	Ordinance	E			??	Review existing Medical and Recreation Marijuana Ordinance for possible changes	Residents	TBD	TBD	07/05/22	07/05/22	(7/5/22) In a past TC session, a resident who currently grows medicinal MJ in the Plaza requested consideration to expand his business to consider recreational. The Council at the time felt the ordinance had just been modified and advised they would not consider for at least 6-12 months. Recently, a medical caregiver spoke at a TC meeting requesting consideration to allow medical store fronts in Gray. The previous resident also reached out to Anne Gass to re-submit his request. Council discussed at the 7/5 workshop and there was consensus that it is time to review the ordinance for possible changes in the area of cultivation and store fronts with restrictions. However, given the work planned in the next 6 months, were unsure if resources would be available this session. Council agreed to review this along with the entire Future list at the upcoming Council Retreat in Sept.