

TOWN OF GRAY
GRAY TOWN COUNCIL
AGENDA • FEBRUARY 7, 2023

**Gray Town
Council Regular
Meeting**

Town Council Chambers
24 Main Street, Gray, ME 04039
<https://us06web.zoom.us/j/86395833858>
Phone 646-558-8656 / Meeting ID: 86395833858

7:00 PM

I. OPENING STATEMENT

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

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. CONSENT AGENDA 5 MINS

1. - Minutes from the Town Council Meeting on January 17, 2023
- Minutes from the Executive Session on January 25, 2023

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: 86395833858

VI. ADJUSTMENTS TO THE AGENDA 5 MINS

VII. PRESENTATIONS 7:20PM

1. Comprehensive Plan Coordinators Report - Lacy Antonson & Lisa Lehne-Gilmore **15 MINS + 15 MINS Q&A**
2. Gray-New Gloucester MOU - Recreation Department **15 MINS + 5 MINS Q&A**

VIII. PUBLIC HEARINGS 8:10PM

1. First Reading and Public Hearing - To Review and Approve proposed changes to the Fee Schedule and related updates to the Subdivision Ordinance and the Zoning Ordinance. Proposed changes include: increased engineering/legal review escrow requirements (at each square

footage/dwelling unit increase level as outlined in the Fee Schedule) by \$1,000; increased planning review fees; related amendments to the Subdivision Ordinance (Chapter 401); and related amendments to the Zoning Ordinance (Chapter 402). **15 MINS**

Proposed motion:

Be it Ordained, the Gray Town Council forwards the proposed changes to the Planning Board for a public hearing on February 9 and approves a second reading on February 21, 2023 to consider a revised Fee Schedule and related updates to the Subdivision Ordinance (Chapter 401) and the Zoning Ordinance (Chapter 402).

2. First Reading and Public Hearing - To Review and Approve proposed changes to the Zoning Ordinance (Chapter 402). Proposed changes include: reduced setbacks for storage sheds under 160 square feet. **10 MINS**

Proposed motion:

Be it Ordained, the Gray Town Council forwards the proposed changes to the Planning Board for a public hearing on February 9 and approves a second reading on February 21, 2022 to consider an amended Zoning Ordinance (Chapter 402).

IX. ACTION ITEMS 8:35PM

1. To Review and Approve the Village Area Loop Trail (VALT) Phase II extension project contract to Sebago Technics. **10 MINS**

Proposed motion:

Ordered, the Gray Town Council awards the contract for the design and creation of a plan set for construction of a recreational trail and associated amenities on the Town-owned "Gateway" parcel (Tax Map 35, Lot 403-027-000) to Sebago Technics, Inc. of South Portland, Maine, and grant authority to the Town Manager to enter into a contract for this work, not to exceed \$16,500.

2. To Review and Approve an updated Emergency Operations Plan dated January 2023. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council approves the updated Emergency Operations Plan dated January 2023.

3. To Review and Approve Receipt of the 2021 Assistance to Firefighter Grant funds and award the contract for the Self-Contained Breathing Apparatus (SCBA) fill station to Bergeron Protective Clothing and Equipment in Windham. **10 MINS**

Proposed motion:

Ordered, the Gray Town Council approves receipt of the 2021 Assistance to Firefighter Grant funds and hereby awards the contract in an amount not to exceed \$21,224.75 for the Self-

Contained Breathing Apparatus (SCBA) fill station to Bergeron Protective Clothing and Equipment in Windham.

4. To Review and Approve the invitation for Gray to participate in Digital Discrimination comments representation along with other GPCOG member communities currently represented by Bradley Werner in cable franchise agreement negotiations. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council approves the invitation for Gray to participate in Digital Discrimination comments representation along with other GPCOG member communities currently represented by Bradley Werner in cable franchise agreement negotiations.

5. To Review and Act Upon Approving the Appointment of Deborah McKew as a regular member of the Wild Blueberry Festival Committee with a term expiring August 31, 2025. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council appoints Deborah McKew as a regular member of the Wild Blueberry Festival Committee with a term expiring August 31, 2025.

X. REPORT FROM THE COUNCIL CHAIR 10 MINS - 9:10PM

XI. REPORT FROM THE TOWN MANAGER 10 MINS

XII. COMMITTEE REPORTS 10 MINS

XIII. COUNCIL CORRESPONDENCE/ACTIVITIES 5 MINS

XIV. ADJOURNMENT 9:45PM

** The Town of Gray is an equal opportunity employer and complies with all applicable equal access to public accommodations law. If you are planning to attend a Town Council or Town committee or board meeting and need assistance with a physical disability, please contact the Town Manager's office at least 48 hours in advance of the meeting to have the Town assist you. 657-3339. TTY 657-3931.*

TOWN GRAY
GRAY TOWN COUNCIL
MINUTES • January 17, 2023

Council Regular Meeting



Town Council Chambers
24 Main Street, Gray, ME 04039

7:00 PM

I. OPENING STATEMENT

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II. ROLL CALL

Attendee Name	Title	Status
Sandra Carder	Chair	Present
Krista Chappell	Vice Chair	Present
Michael Curtis	Council Member	Present
Dan Maguire	Council Member	Present
Martin Meaney	Council Member	Present

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. CONSENT AGENDA

IV.1

- Minutes from the Town Council Meeting on January 3, 2023

Motion: Ordered, the Gray Town Council approves the amended minutes from the Town Council Meeting on December 20, 2022.

RESULT:	PASSED 5-0
MOTION BY:	Krista Chappell
SECOND BY:	Martin Meaney
AYES:	Sandra Carder, Krista Chappell, Michael Curtis, Dan Maguire, Martin Meaney

Councilors Carder corrected a clerical error in the January 3 minutes, which the Town Manager will correct in the final draft.

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

The Public Comment period was opened at 7:05 PM. There was no public comment. The public comment period was closed at 7:05 PM.

VI. ADJUSTMENTS TO THE AGENDA

VII. PRESENTATIONS

VII.1 Board of Health Ordinance Proposal - Tammy Munson, Code Enforcement Officer

The Council received a presentation from the Code Enforcement Office regarding implementing a Board of Health ordinance, which she does not recommend at this time. The Town Manager supports this recommendation as the role of the Local Health Officer and Board of Health are outlined in state statute. Council discussed the role of the Board of Health in the Emergency Operations Plan.

VII.2 Proposed revision of Emergency Operations Plan (EOP) - Kurt Elkanich, Public Safety Director

Public Safety Director Elkanich presented updates to the Town's EOP, which will be conducted on an annual basis. Council recommended some edits that Chief Elkanich will incorporate into a final draft for Council review and approval at a future meeting.

VIII. ACTION ITEMS

VIII.1 To Review and Act Upon Approving the Appointment of Jamil Moorad as a regular member of the Recreation Committee with a term expiring August 31, 2024.

Motion: Ordered, the Gray Town Council appoints Jamil Moorad as a regular member of the Recreation Committee with a term expiring August 31, 2025.

RESULT:	PASSED 4-0-0
MOTION BY:	Martin Meaney
SECOND BY:	Krista Chappell
AYES:	Sandra Carder, Krista Chappell, Dan Maguire, Martin Meaney
ABSENT:	Michael Curtis

The term end date was amended from the motion as proposed in the agenda, as the term was to end in 2025 rather than 2024.

Due to technical issues, Councilor Curtis' remote participation in the meeting was curtailed prior to this vote, and he did not vote for the remainder of the meeting.

VIII.2 To Review and Approve proposed changes to the Facilities Use Policy. Proposed changes include: removing language from the Facilities Use Policy regarding the rental of Douglass Field.

Motion: Ordered, the Gray Town Council approves the proposed changes to the Facilities Use Policy.

RESULT:	PASSED 4-0-0
MOTION BY:	Dan Maguire
SECOND BY:	Martin Meaney
AYES:	Sandra Carder, Krista Chappell, Dan Maguire, Martin Meaney
ABSENT:	Michael Curtis

Council discussed the recommendation from the Town Attorney to remove rental of Douglass Field from the Town’s public facilities use policy and facility rental fee schedules, as the Town does not actively rent Douglass Field for public use.

IX. REPORT FROM THE COUNCIL CHAIR

Council Chair Carder reported that the MSAD15 facilities committee reviewed the Libby Hill land use agreement and they suggested simplifying the language and allowing the Town and Gray Community Endowment to develop and administer the annual maintenance plan. Councilor Carder will work with the Town Attorney on these edits and re-present the revision to them in February.

Councilor Carder stated that, “It was my pleasure to present Miriam Bisbee with her Town Resolution recognizing and celebrating her 100th birthday on Jan 7th. She was very moved and grateful.”

Councilor Carder attended a site walk at Libby Hill Road with Town staff, resident Anne Gass, representatives of MSAD-15, and MeDOT Dakota Hewlett on January 10, to discuss redesigning the intersection and the road to calm traffic and improve pedestrian safety. The group also visited Gray Village to review concerns about Gray Corner safety and discuss the Town’s Gray Village master plan.

Councilor Carder met with the Town Manager and GNG Little League (GNGLL) President Nate Stone to review the Town’s lack of legal standing or insurable interest to provide the abutter with a lease and insurance agreement for GNGLL to use a portion of the field that is on private property, including the adjacent parking lot. These instruments are not needed from the Town for GNG Little League to use Douglass Field, and the major portion of Douglass Field on public property remains available to GNGLL for their upcoming season, with parking and access available through the Russell School property. The Town Manager is working with the Town Attorney to review any other options that might be available and will provide follow-up material to GNGLL.

Councilor Carder will participate in a discussion with state Representative Graham and Senator Pierce to determine next steps in presenting the legislature with revised language to modernize the LD1 tax levy cap law, which has not enforced by the state for several years.

Council will hold an executive session meeting on January 25.

X. REPORT FROM THE TOWN MANAGER

- Council reviewed the Town Manager’s written report.
- Council reviewed a list of bills currently under review related to state and local government, provided to municipalities by the Maine Municipal Association. Council discussed related matters that would affect Gray.

XI. COMMITTEE REPORTS

Councilor Chappell:

- Resiliency Committee will meet 1/27
- Ordinance Advisory Committee will meet 1/26
- GPCOG Executive Committee met 1/17, received an update on broadband expansion work, and discussed how to organize efforts on state housing issues. They reviewed the annual audit report and discussed an increase in membership dues to municipalities of \$2.10 per capita for the upcoming fiscal year.

Councilor Maguire:

- No meetings since the last Council meeting and none scheduled before the next one.

Councilor Curtis:

- Absent.

Councilor Meaney:

- Wild Blueberry Festival committee will meet 1/26 via Zoom
- Finance Committee will meet 1/19 2:30 PM
- Zoning Board of Appeals and Planning Board do not have meetings scheduled in January.

Chair Carder:

- Open Space Committee: met 1/4 via Zoom to finalize plans for the landowner meeting on 1/21, to discuss plans to review the Open Space Subdivision Ordinance, and to discuss the FY24 budget. Next meeting will be 2/1.
- Recreation: met 1/9 via Zoom. Mary Sweeney Underwood and Rec Director Anthony Dahms have been selected to present the Nordic Walking program to the Maine State

Recreation Conference. They discussed family recreation events and programs and the FY24 budget.

- Dry Mills Schoolhouse : scheduled meeting on 1/16 was postponed to 2/20 at 5 PM.

XII. COUNCIL CORRESPONDENCE/ACTIVITIES

Councilor Chappell: Received a text from a resident thanking the Council for recognizing Miriam Bisbee.

Councilor Maguire: Had a text conversation with a resident regarding traffic speed on North Raymond Road.

Councilor Curtis: Absent.

Councilor Meaney: None.

Chair Carder: Received email from Cheryl Welch, Crystal Lake Association President, requesting an update on the Crystal Lake Estates proposal.

A member of the planning staff received an anonymous e-mail from a “resident” providing feedback on the Village Master Plan, indicating they had concerns about slowing or stopping large vehicles from using Main Street. They were concerned about local businesses that use large vehicles. Citizens should be clear that local businesses are exempt from weight limit restrictions if they are on the restricted roads. Heavy vehicle traffic will be rerouted to other appropriate routes through Gray as we want to direct them to roads built to handle that traffic (by-pass/turnpike) and away from residential areas where there is an increase of pedestrian/bike activities.

Received an inquiry about fuel assistance and provided the contact information for Community Concepts which helps with LIHEAP applications and other resources.

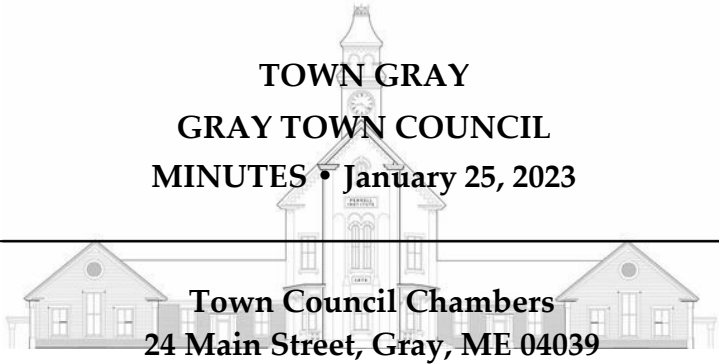
XIII. ADJOURNMENT

Motion to Adjourn at 8:16 PM

RESULT:	PASSED 4-0-0
MOTION BY:	Krista Chappell
SECOND BY:	Martin Meaney
AYES:	Sandra Carder, Krista Chappell, Dan Maguire, Martin Meaney
ABSENT:	Michael Curtis

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TOWN GRAY
GRAY TOWN COUNCIL
MINUTES • January 25, 2023



Town Council
Executive Session

Town Council Chambers
24 Main Street, Gray, ME 04039

4:30 PM

ROLL CALL

Attendee Name	Title	Status
Sandra Carder	Chair	Present
Krista Chappell	Vice Chair	Present
Michael Curtis	Council Member	Present
Dan Maguire	Council Member	Present
Martin Meaney	Council Member	Present

EXECUTIVE SESSION

The Gray Town Council will enter into Executive Session under MRS Title 1 Chapter 13 Section 405 (6)(a) for personnel matters.

Motion: The Gray Town Council will enter into Executive Session under MRS Title 1 Chapter 13 Section 405 (6)(a) for personnel matters at 4:36 PM.

RESULT:	PASSED 3-0-0
MOTION BY:	Martin Meaney
SECOND BY:	Krista Chappell
AYES:	Sandra Carder, Krista Chappell, Martin Meaney
ABSENT:	Michael Curtis, Dan Maguire

Councilors Curtis and Maguire were waiting in a separate meeting room for the Executive Session to begin.

The Executive Session ended at 6:15 PM, with Council having given direction to Town staff. No further action was taken.

XIII. ADJOURNMENT

Motion to Adjourn at 6:16 PM

RESULT:	PASSED 4-0-0
MOTION BY:	Krista Chappell
SECOND BY:	Martin Meaney
AYES:	Sandra Carder, Krista Chappell, Martin Meaney
ABSENT:	Michael Curtis, Dan Maguire

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Comprehensive Plan updates from the Town Staff, Committees, Other Stakeholders for Town Council

	A	B	C	D	E	F
1	#	Action Items (See also Goals & Objectives from the 2020 Comprehensive Plan Summary, as listed on Page 8 for Focusing, Page 10 for Protecting, and Page 13 for Investing.)	Time Frame, per original 2020 Comprehensive Plan	Allocated to, per original 2020 Comprehensive Plan	Current stakeholder(s)	2023 Comments
3	Focus on moving people through Gray and getting around town via walking, biking, car, or public transportation.					
4	F1	Initiate or actively participate in regional and state <u>transportation efforts.</u>	Ongoing	Town staff & Council	Communications & Info Dept.	<i>Council is invited to participate in Transit Tomorrow and other regional transportation and housing conversations being hosted by GPCOG and others.</i>
5	F1 - 01	<i>As an active M-DASH (Municipal Data Across Sectors for Health) participant since the fall of 2021, a primary focus has been transportation equity for older Mainers. In 2023, the group will host Jo Cooper from the Maine Council on Aging regarding the transportation assets and challenges in Cumberland County, and volunteer programs to assist older/ disabled adults.</i>				<i>2021 M-Dash report on Gray/Life Long Living showed a smaller need for transportation, and an even greater need for home repairs & maintenance.</i>
6	F1-02	<i>Town Manager has met with regional transportation service provider RTP to discuss providing a shuttle service to connect Gray citizens to the Lakes Region Explorer bus stop in Windham for the route between Bridgeton to Portland. There are also options for a direct route between Gray and Portland in the future. Town Manager has also discussed transportation ideas with MeDOT and GPCOG.</i>				Town Manager; Planning Department; Recreation Department

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7		<i>Portland Area transportation conversations are increasingly including service to rural Cumberland County, and these plans might include MeDOT and federal funding to cover the costs of an expanded service network. Expanded mass transit could help reduce single occupant vehicle traffic congestion.</i>			Town Manager	
8	F2	Explore opportunities to expand existing public <u>transportation services</u> from nearby areas to connect seniors and other residents with nearby destinations, such as Windham, Lewiston/Auburn, and Portland.	Ongoing	Town staff		<i>See also F1 & IN 11.</i>
9	F2 - 01	<i>Life Long Living Committee would like to help the Town identify Gray's seniors with transportation needs.</i>			Life Long Living Committee	<i>See also survey results from Life Long Living's 2020 report.</i>
10	F3	Work collaboratively with MaineDOT to proactively address <u>transportation challenges</u> through their workplan, such as the 2021 projects at the intersection of Route 26/Shaker Road with North Raymond Road.	Ongoing	Town staff		<i>See also F-4</i>
11	F3 - 01	<i>The Town Manager continues to meet with regional and state officials to advocate for Gray's transportation needs, including safer traffic design, regional traffic flow study, local impact of highway toll traffic diversion, and planning challenges along Gray's most travelled artery roads.</i>			Town Manager; Planning Department; Recreation Department	
12	F3,4,9 - 01	<i>Public Works and Emergency vehicles need to be considered.</i>			Public Safety: Fire & Rescue	

Comprehensive Plan updates from the Town Staff, Committees, Other Stakeholders for Town Council

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13	F4	Implement the recently adopted <u>Complete Streets Policy</u> that requires all transportation projects to consider the needs of all users. This would require state and local officials and planners to consider the existing and future land use context of each project and take into consideration people using the system to walk or bike.	Short-term 1-2 years	Town staff	Town Manager; Planning; Public Works Public Safety: Fire & Rescue	See also F3 & IN 17
14	F4-01	<i>Gray's elected and appointed officials have stressed the need for safe streets that comply with Complete Streets design standards during our planning meetings for the Rt 115 / Yarmouth Road and Rt 202 / Main Street road construction projects.</i>				
15	F3,4,9 - 01	<i>Fire Chief has concerns with trying to squeeze everything into roads that weren't built with this important goal in mind, including Public Works and Emergency vehicles.</i>				
16		Rework the two <u>signalized intersections</u> in the Village to create better traffic flow during peak volumes.	Short-term 1-2 years	Town council, Public Works		See also F6
17	F5-01	<i>The Town Manager continues to meet with regional and state officials to advocate for Gray's transportation needs, including safer traffic design, regional traffic flow study, local impact of highway toll traffic diversion, and planning challenges along Gray's most travelled artery roads.</i>				
18	F6	Complete a traffic study at <u>high-volume intersections</u> including: -Shaker Road/Route 26 and Libby Hill Road - Center Road intersection with Route 202 – All intersections in the Village center.	Short-term 1-2 years	Town staff & Council		See also F5

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19	F6-01	<i>The Town Manager continues to meet with regional and state officials to advocate for Gray's transportation needs, including safer traffic design, regional traffic flow study, local impact of highway toll traffic diversion, and planning challenges along Gray's most travelled artery roads.</i>			Town Manager; Planning; Public Works		
20	F7	Work collaboratively with the Maine Turnpike Authority and the Maine Department of Transportation to address <u>toll diversion</u> through Gray Village.	Short-term 1-2 years	Town staff & Council		<i>Council has proposed state-level review and attention to matters like toll diversion and adoption of Complete Streets policies currently in force.</i>	
21		<i>The Town Manager and Town Council have met with state officials to advocate for Gray's transportation needs, including safer traffic design, regional traffic flow study, local impact of highway toll traffic diversion, and planning challenges along Gray's most travelled artery roads.</i>				Town Manager; Planning; Public Works	
22	F8	Create or improve existing sidewalk connections for: a. Both sides of each main road in the Village b. Along Shaker Road between the Village and the school campus on Libby Hill Road.	Mid-term, 3-5 years	Public Works			<i>See also P2 and IN 16</i>
23	F9	Use <u>traffic calming strategies</u> to slow traffic traveling through the Village, allowing for local businesses to capitalize on the people driving through town.	Long-term, 3-6 years	Town council, Public Works			<i>See also F4 re: Complete Streets</i>
24	F9-01	<i>These strategies have been reviewed in discussions with MeDOT about the upcoming road construction projects on Yarmouth Road and Main Street, and were subject of a meeting with MeDOT officials about the proposed redesign of Libby Hill Road.</i>				Town Manager; Planning; Public Works; MSAD-15	<i>Council has proposed state-level review and attention to adoption of Complete Streets policies currently in force.</i>

Comprehensive Plan updates from the Town Staff, Committees, Other Stakeholders for Town Council

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1	#	Action Items (See also Goals & Objectives from the 2020 Comprehensive Plan Summary, as listed on Page 8 for Focusing, Page 10 for Protecting, and Page 13 for Investing.)	Time Frame, per original 2020 Comprehensive Plan	Allocated to, per original 2020 Comprehensive Plan	Current stakeholder(s)	2023 Comments	
25	F3,4,9 - 01	Public Works and Emergency vehicles need to be considered.			Public Safety: Fire & Rescue		
26	F10	Create and maintain additional <u>off-street trail networks</u> : a. Expand Libby Hill Trail network b. Off-street connections c. Dry Mills and the Village d. Local Trails around and through the Village e. Explore opportunities for regional train connections	Long-term, 5+ years	Town Council, Open Space Committee, Planning Department, Private Partnerships		See also P2 and IN 16	
27	F10 a. & d. - 01	Various CDBG grants are extending the VALT trail, particularly on the gateway parcel. Planning Dept. is also working with the RRCT on the parking lot for access to the Libby Hill trails.	July-05			Planning Dept.	
28	F10 d. - 02	Reviewing Open Space subdivision ordinances (Gray's and other towns) in order to come up with language that supports trail building and connectivity throughout Gray. In 2023, we plan to draft revisions to Gray's existing Open Space subdivision ordinance and review them with the Town Council and the Planning Board, edit as needed, and work with the Council through the process of adopting the agreed upon revision.				Open Space Committee	
29	F10 d. - 03	Open Space Committee strongly supports efforts to expand the village area loop trail (VALT) and other initiatives to make Gray Village walkable, bikeable, and the center of town activities. We don't see the OS taking the lead to include in this report?unless there are opportunities for land conservation where our involvement is needed.				Open Space Committee	
30							
31		Protect Gray's rural character and natural resources.					

Comprehensive Plan updates from the Town Staff, Committees, Other Stakeholders for Town Council

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32	P1	Initiate and/or participate in <u>inter-local and/or regional planning, management, and/or regulatory efforts</u> around shared critical and important natural resources.	Ongoing	Town Staff & Council	Town Manager; Planning; Code Enforcement	See also P5, P8, P11.	
33	P1-01	<i>Town Council and staff have assisted the Royal River Conservation Trust in creating a forested trail system with public access from a parking area on Ramsdell Road. The Town has hosted a landowner meeting to discuss goals for preservation of open space and forested lands. Town Staff toured Little Sebago Lake to learn about surface water protection and land use concerns in the watershed. Town staff are working with regional entities on enhanced local surface water protection standards.</i>					
34	P2	Work with public and private partners to <u>extend and maintain a network of trails</u> for motorized and non-motorized uses. Connect with regional trail systems where possible.	Ongoing	Town Staff & Council			See also F10
35	P2, 9, 11 - 01	<i>Held a meeting in January 2023 with Gray's larger landowners. At this meeting we reiterated that private landowners are key to trail networks and thanked those who have opened their land to some sort of public use, informed them about the Open Space Plan and the town's Landowner Principles of Cooperation, and introduced them to the two regional land trusts and the town's interest in, and opportunities for, land conservation.</i>	January '23			Open Space Committee	
36	P2 - 02	<i>Work with Gray Historical Society (GHS) on the history walk/trails through the Village and extending to the Dry Mills Schoolhouse (DMS) site.</i>				Dry Mills Schoolhouse Committee	
37	P3	Encourage owners of <u>productive farm and forest land to enroll in the current taxation programs.</u>	Ongoing	Town Staff			See also P7

Comprehensive Plan updates from the Town Staff, Committees, Other Stakeholders for Town Council

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38	P3 - 01	<i>Provides information related to the current use programs offered by the State of Maine to the person(s) responsible for determining eligible property owners</i>			Assesor	
39	P4	Educate property owners around water resources in Town on <u>Shoreland zoning regulations and water quality protection.</u>	Ongoing	Town Staff		<i>What steps can be taken to get this important and timely information get into the hands of ALL lakefront homeowners living in Gray and shared with Windham & Cumberland for Little Sebago Lake and Forest Lake.</i>
40	P4 - 01	<i>Working with the State to update Gray's Shoreland Zoning regulations.</i>			Code/Planning	
41	P5	Using the descriptions in the Future Land Use Plan narrative, maintain, enact, or amend local ordinances as appropriate to: a. Clearly define the desired scale, intensity, and location of <u>future development.</u> b. Establish or maintain fair and efficient <u>permitting procedures</u> , and explore streamlining permitting procedures in growth areas. c. Clearly define <u>protective measures for critical natural resources</u> and, where applicable, important natural resources.	Short-term, 1-2 years	Planning Department		<i>See also P1 and P8</i>

Comprehensive Plan updates from the Town Staff, Committees, Other Stakeholders for Town Council

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42	P5 c. - 01	<i>We have compiled a map showing existing zoning and the future land use map in the Comp Plan. This will be used as the basis for drawing conceptual initial new zoning district lines for public and Town Council input. We anticipate at least the initial draft of this within the next 6 months. We are also exploring development review options designed to streamline permitting such as expanding the role/function of the staff review committee (SRC).</i>	July-05		Planning Dept.	<i>See also IN 18 - 01</i>
43	P5 c. - 02	<i>The Code Office is currently working with the Planning Dept to streamline as many processes as possible. The Code Office is also implementing "predevelopment" meetings in order to fast track projects.</i>			Code Enforcement	
44	P5 a., c. - 03	<i>Reviewing Open Space subdivision ordinances (Gray's and other towns) in order to come up with language that supports trail building and connectivity throughout Gray. In 2023, we plan to draft revisions to Gray's existing Open Space subdivision ordinance and review them with the Town Council and the Planning Board, edit as needed, and work with the Council through the process of adopting the agreed upon revisions.</i>	2022-2023		Open Space Committee	
45	P6	Create development restrictions through zoning amendments to <u>enhance existing protections of well-head and aquifer recharge areas</u> , including the limitation of commercial development in those areas with a potential for soil and water contamination or water depletion.	Short-term, 1-2 years	Planning Department		

Comprehensive Plan updates from the Town Staff, Committees, Other Stakeholders for Town Council

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1	#	Action Items (See also Goals & Objectives from the 2020 Comprehensive Plan Summary, as listed on Page 8 for Focusing, Page 10 for Protecting, and Page 13 for Investing.)	Time Frame, per original 2020 Comprehensive Plan	Allocated to, per original 2020 Comprehensive Plan	Current stakeholder(s)	2023 Comments	
46	P6 - 01	<i>We anticipate that proposed aquifer protection areas with some basic performance standards will be part of the new zoning that is mentioned above. As a practical matter, the undertaking will likely start with the rough layout of the basic rural, residential, mixed-use and commercial zones and then the overlays (such as aquifer and/or watershed) would be the next "layer". The current well-head protection areas are already established.</i>			Planning Dept.	<i>See also IN 6 - 01</i>	
47	P7	Review <u>property tax incentives</u> and other fiscal tools to ensure that property owners who would like their land to be maintained as open space or farmland in perpetuity can afford to do so.	Short-term, 1-2 years	Town Staff		<i>See also P3</i>	
48	P7 - 01	<i>Provides information related to the current use programs offered by the State of Maine to the person(s) responsible for determining eligible property owners.</i>				Assesor	
49	P8	Update <u>zoning for critical natural resources</u> as Critical Natural Resource Areas in the Future Land Use Plan.	Short-term, 1-2 years	Planning Department			<i>See also P1 and P5</i>
50	P8 - 01	<i>In addition to the new zoning per above, we are working on the ability to have an interactive map on the Town's website that would allow the user to add/subtract visual layers of various elements including natural resources. This will enable property owners as well as town staff to ID site-specific development constraints.</i>				Planning Dept.	
51	P9	Provide educational materials regarding the benefits and protections for landowners allowing <u>public recreational access on their property</u> . At a minimum, this will include information on <u>Maine Landowner Liability Laws</u> regarding recreational or harvesting use, Title 14, M.R.S.A. §159-A.	Short-term, 1-2 years	Town Staff			<i>See also P2</i>

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52	P2, 9, 11 - 01	<i>Held a meeting in January 2023 with Gray's larger landowners. At this meeting we reiterated that private landowners are key to trail networks and thanked those who have opened their land to some sort of public use, informed them about the Open Space Plan and the town's Landowner Principles of Cooperation, and introduced them to the two regional land trusts and the town's interest in, and opportunities for, land conservation.</i>	January '23		Open Space Committee	
53	P10	Develop an <u>Open Space and Recreation Plan</u> that will identify priorities for preservation needs to recreational facilities to meet current and future demand.	Med-term, 3-5 years	Open Space Committee		
54	P10 - 01	<i>Completed by the Open Space Committee and adopted by the Town Council March 2022.</i>	March '22		Open Space Committee	
55	P10 - 02	<i>Communications Department posted the Open Space Plan on the Town's website and promoted its availability through various online channels.</i>			Communications	
56	P10 - 03	<i>This is done on an on-going initiative with owners located in these Zones. One goal is to create educational handouts.</i>			Code Enforcement	
57	P11	Work with an existing local land trust or other conservation organizations to <u>pursue opportunities to protect important open space or recreational land.</u>	Med-term, 3-5 years	Open Space Committee		See also P1.

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58	P2, 9, 11 - 01	<i>Held a meeting in January 2023 with Gray's larger landowners. At this meeting we reiterated that private landowners are key to trail networks and thanked those who have opened their land to some sort of public use, informed them about the Open Space Plan and the town's Landowner Principles of Cooperation, and introduced them to the two regional land trusts and the town's interest in, and opportunities for, land conservation.</i>	January '23		Open Space Committee	
59	P11 - 02	<i>Going forward we will continue to identify and support opportunities for land conservation. This will become more of the committee's focus in 2023 and moving forward. As we do this, we will gain experience with the land conservation process and working with the land trusts, the Town of Gray, and willing landowners.</i>	Ongoing	Open Space Committee	Open Space Committee	
60	P11 - 03	<i>Worked with Maine Wildlife Park (MWP) to evaluate the possibility of a walking trail between DMS and MWP. This would allow safe pedestrian access between the two sites without requiring the movement of vehicles.</i>			Dry Mills Schoolhouse Committee	
61	P11 - 04	<i>Coordinate with other one-room schoolhouses to create a statewide map of locations to encourage visitation.</i>			Dry Mills Schoolhouse Committee	
63	Invest in the Village and community programs					
64	IN 1	Explore grants and other innovative funding streams to fund <u>economic development</u> , including facilities, infrastructure, and small business development.	Ongoing	Town Staff		

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65	IN 1-01	<i>The Town Manager secured a \$500K US EPA Brownfields Assessment grant to identify properties blighted by real or perceived environmental degradation that is reducing their reuse potential.</i>			<i>Town Manager; Planning; CEO; Brownfields Advisory Committee</i>	
66	IN 1 - 02	<i>The Town Manager secured a \$15K GPCOG planning grant match to support a Gray Village / Main Street Revitalization Feasibility Study.</i>			<i>Town Manager; Planning</i>	
67	IN 2	Prioritize <u>municipal investment</u> in the Village.	Ongoing	Town Staff & Council		<i>See also IN 6, IN 7, IN 22.</i>
68	IN 2 - 01	<i>Gray Public Library remains an active and vibrant draw for people looking to enjoy the Gray Village Center. By providing high quality service in a welcoming and inviting space, the Library will continue to make the Village Center an attraction for local and regional residents.</i>			<i>Library</i>	
69	IN 2 - 02	<i>The town of Gray voted in 2021 to support the Town Council recommendation to purchase the 7 acre Village Gateway property across Main Street from Town Hall, and it has been incorporated into future master planning for a revitalized Village district.</i>			<i>Town Manager; Planning; Buildings & Grounds</i>	
70	IN 2 - 03	<i>Voters supported the Town Council funding Gray Village master planning in the FY23 budget, and the Town hosted a four day public design studio and block party in the summer of 2022, during which Gray residents participated in Village design by attending meetings, reviewing drawings and plans, and giving their opinions and insights into how the Gray Village can help meet local economic and housing needs.</i>			<i>Town Manager; Planning</i>	

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71	IN 3	Encourage <u>town-wide events</u> and festivals, like Gingerbread House Making, Trunk or Treat, and the Wild Blueberry Festival, year round.	Ongoing	Town Staff & Committees		
72	IN 3 - 01	<i>Grand re-opening of DMS in Spring 2023</i>			<i>Dry Mills Schoolhouse Committee also shared that ExCel Class at G-NG HS like working at DMSM to: intergrate their learning. Their capacity with real life community based tasks/activities brining a sense of community to the students and helping the Town achieve goals.</i>	
73	IN 3 - 02	<i>Create an annual the DMS event, such as an old-fashioned lemonade picnic, to correspond with a Saturday event at the Maine Wildlife Park.</i>			<i>Dry Mills Schoolhouse Committee</i>	
74	IN 3 - 03	<i>Continue in Maine Wildlife Park events like Harvest Trick or Treat, and Gray Wild Blueberry Festival. (Update - Maine Wildlilfe Park has discontinued their former Civic Organizations Day.)</i>			<i>Dry Mills Schoolhouse Committee</i>	
75	IN 3 - 04	<i>Volunteers on the Festival Committee see the need for the Town of Gray to hold a Volunteer Recruitment-community event to fill open-seats on Town committees and other committees. Members of the Committee are willing to help organize such an event for spring 2023.</i>			<i>Gray Wild Blueberry Festival</i>	<i><u>Franklin (NH) for a Lifetime Planning Model</u> may be a helpful document, disucssed in detail at the August 2021 Gray M-Dash meeting.</i>
76	IN 3 - 05	<i>Gray Public Library will continue to promote and provide programming for all members of the Gray community. Recent years have scaled back our offerings due to the pandemic, but in 2023 we hope to recruit and present more wide-reaching events that will fulfill this area of the Comprehensive Plan.</i>			<i>Library</i>	

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77	IN 3 - 06	<i>Gray Communications Dept. provides support for current and future town-wide events by marketing and promoting the events to the community at-large via digital outreach through social media and the monthly town newsletter creation.</i>			Communications	
78	IN 3 - 07	<i>Festival Committee continues to grow this annual event in August, and as our committee of volunteers grows and evolves, we might be open to help host other, new annual events .</i>			Wild Blueberry Festival	
79	IN 3 - 08	<i>We continue to organize, manage and promote recreational events, and partner with local businesses, raising funds, e.g. in 2022, there was a successful, grassroots effort to purchase Nordic Walking poles for seniors to use through the Recreation Dept. It started with a CEDC community-project of selling hand-painted birdhouses as a fundraiser at LocalCentric.</i>			Recreation Committee & Community Economic Development Committee, and a Gray resident	<i>See also</i>
80	IN 3 - 09	<i>As a spin-off from overseeing the plantings and spring-fall clean-up at the Village Green, CEDC shared an idea with town staff and residents the need to create a new, community-wide gardening group to help with both existing and future public garden gateway projects in Gray.</i>	Spring '23		Community Economic Development Committee and residents	<i>See also IN 21 - 04</i>
81	IN 4	Share resources and create local <u>incentives to encourage economic development</u> in the Village	Ongoing	Town Staff & Council		
82	IN 4 - 01	<i>Gray property owners are invited to participate in the Town's US EPA Brownfields Assessment Grant to assist with reuse and revitalization of candidate properties.</i>			Town Manager; Planning; Code Enforcement; Brownfields Advisory Committee	

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83	IN 4 - 02	<i>Gray business and property owners were invited to participate in the 2022 Gray Master Plan open design studio, and were invited to two meetings of the Community Economic Development Committee to discuss the master plan and any questions or comments they had about Gray's current and proposed commercial ordinances and zoning.</i>			Town Manager; Planning	
84	IN 4 - 03, IN 19 - 01	<i>CEDC has been asked to reinstate hosting Gray business after-hours/forums several times a year, focusing in 2023 on upcoming how Complete Street Improvements to the Village can help improve the business climate for small businesses located in the Village, and to learn more about the needs of small businesses and entrepreneurs.</i>			Community Economic Development Committee	
85	IN 4 - 05	<i>Communications Dept. is working with Community Development Office to announce and promote open office hours in the Community Development Dept. This effort will help people understand the local incentives that exist.</i>			Communications	
86	IN 4 - 06	<i>CEDC has/had spent the last few years on 'beautification efforts' in the Village to improve the 'first impressions' when driving through the Village, e.g. street pole banners, planter boxes, and murals. As well as building community through the the birdhouse project; hosting the creation and helping maintain the Village Green pocket park.</i>			Community Economic Development Committee	<i>See also</i>
87	IN 5	Prepare for <u>investment opportunities</u> that arise with <u>regional agencies</u> working in Gray, such as, the upcoming Department of Transportation stormwater project.	Ongoing	Town Staff & Council		<i>See also IN 7 & IN 22.</i>
88	IN 5 - 01	<i>Town Council and staff are coordinating and collaborating with MeDOT and other stakeholders on stormwater system design.</i>			Town Manager; Planning; Public Works	

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89	IN 6	Encourage <u>local sewer and water districts</u> to coordinate <u>planned service extension</u> with the Future Land Use Plan.	Ongoing	Public Works	Town Manager; Planning; Public Works	<i>See also IN 14 - 01, and IN 22.</i>
90	IN 6 - 01	<i>Town Council and staff are coordinating and collaborating with Gray Water District and other stakeholders on water system planning.</i>				
91	IN 6 - 01	<i>We should also watch for any opportunity to limit the exposure of Well-head 1 to incidents on the Turnpike.</i>			Public Safety: Fire & Rescue	<i>See also P6 - 01</i>
92	IN 7	Create a designated <u>funding stream</u> to promote programs identified as key priorities of the community and enhance physical facilities.	Short-term, 1-2 years	Town Staff & Council	Recreation Committee	<i>See also IN 5, IN 11 and IN 21</i>
93	IN - 01	<i>Committee is curious if they could potentially do fundraising/donation buckets at (all) 2023 Rec Events?</i>				
94	IN 8	Create a <u>Village downtown plan</u> , the scope of which could include a market analysis, streetscape and design guideline recommendations, and traffic analysis with suggested roadway improvements.	Short-term, 1-2 years	Town Staff & Council	Town Manager; Planning; town-wide staff support	
95	IN 8 - 01	<i>Town staff collaborated with the Principle Group to host a Gray Village Master Plan open design studio in summer, 2022. Principle Group presented a report to Town Council in winter, 2022 that included a proposed, conceptual master plan.</i>				
96	IN 8 - 02	<i>Communications Department promoted availability of the Principle Group reports and associated Gray Village revitalization materials. These communications efforts also ensured that the visioning and end results were well known throughout the community.</i>				Communications

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97	IN 9	Assign responsibility and provide <u>financial support</u> for <u>economic development</u> activities to the proper entity (e.g., a local economic development committee, a local representative to a regional economic development organization, the community's economic development director, a regional economic development initiative, or other).	Short-term, 1-2 years	Town Staff & Council	Community Economic Development Committee Town Manager	
98	IN 9 - 01	<i>To promote the Town of Gray as a place to open new businesses, CEDC paid for a 1-page, economic development ad in the August 2021 issue of MaineBiz. CEDC was encouraged to place a similar 1-page ad in MaineBiz in 2023 and/or 2024.</i>				
99	IN 9 - 02	<i>Town Manager has been invited to participate in the GPCOG Community Economic Development Strategy (CEDS) planning group as a representative of Gray.</i>				
100	IN 10	Ensure the <u>recreation department</u> has <u>adequate resources</u> to service the expanding demand of the community, specifically for childcare programs.	Short-term, 1-2 years	Town Council		See also IN 2, IN 11 and IN 21.
101	IN 10 - 01	<i>The Gray and New Gloucester Recreation departments have proposed a memorandum of understanding that clarifies how they can collaborate on delivering jointly-supported recreational programming. This MOU is currently under review by elected officials in both municipalities.</i>				Town Manager; Recreation Department
102	IN 11	Work with the Gray Lifelong Living Committee to determine the current <u>needs of seniors</u> in Town and prioritize the most critical.	Short-term, 1-2 years	Town Council	See also IN 10, IN 21 and F2. Gray's Town Council should consider making the Life Long Living Committee a standing committee, like other neighboring town's have.	

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103	IN 11-01	<i>During the Summer of 2022, an intern in the Communications Dept. created a draft of a guide for seniors.</i>			Communications	<i>Has the Town shared this guide with the Life Long Living Committee?</i>
104	IN 11-02	<i>Through the M-DASH group, we hope to undertake the assessment of needs for seniors in Gray.</i> <i>https://mainecouncilonaging.org/dash/ is hyperlinked ---></i>			Communications	<i>This report needs to incorporate 2022 meeting notes from Gray's M-DASH group, e.g. low hanging fruit.</i>
105	IN 11-03	<i>Their 2019 survey had 30+% return rate from the population the survey was mailed to. Findings showed that helping seniors with home repairs and with home maintenance projects was by far the most pressing need. Of the Gray residents who completed this survey, transportation needs were lower on their list of needs. Back in 2021, Gray's M-Dash Committee agreed that assisting seniors with home repairs would be possible low hanging fruit.</i>			2020 Life Long Living Report	<i>This report also stated 19% of EMS calls in Gray were for falls, based on recent data from Gray Fire Rescue.</i>
106	IN 12	Enact or amend <u>local ordinances</u> to reflect the desired scale, design, intensity, and location of future economic development.	Short-term, 1-2 years	Planning Department		<i>See also IN 13, IN 14</i>
107	IN 12 - 01	<i>The new zoning districts and permitted uses are intended to accomplish this.</i>			Planning Dept.	
108	IN 12 - 02	<i>Work with the Gray Historical Society (GHS) on a proposal for a Historical District in Gray.</i>			Dry Mills Schoolhouse Committee	
109	IN 13	Create <u>Design Standards</u> for new construction and rehabs within the Village Growth District.	Short-term, 1-2 years	Planning Board		<i>See also IN 12, IN 14</i>

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110	IN 13 - 01	<i>Design standards are now on the books for the entire VC & VCP districts. Although some edits are needed, we at least have the base.</i>			Planning Dept.		
111	IN 14	Adopt <u>zoning amendments</u> that allow for higher density growth in the growth areas of Town, as shown in the Future Land Use Plan and narrative.	Short-term, 1-2 years	Planning Department		<i>See also IN 12, IN 13</i>	
112	IN 14 - 01	<i>There is 'chicken and egg' analogy here; infrastructure needs to be in place to allow for increased densities. There are on-going discussions amongst town staff and the Town Council regarding the viable options for infrastructure that have direct bearing on the ability to achieve this goal. As the discussions, information, and input continue to move forward with regards to i.e. Main Street, what is achievable will become increasingly clear.</i>				Planning Dept.	<i>See also IN 6 and IN 22</i>
113	IN 15	Conduct a <u>needs assessment</u> and <u>capital plan</u> for both the acquisition and development of new high priority facilities and to maintain and maximize existing facilities to better serve the community.	Med-term, 3-5 years	Town Staff & Council			<i>See also IN 2</i>
114	IN 15 - 01	<i>Gray Town Staff have assisted a development firm that seeks to increase availability of affordable housing options for older people in the Gray Village, and have received proposals from other developers interested in residential projects.</i>				Planning Dept.	
115	IN 15 - 02	<i>The Gray Town Council allocated capital funds in the FY22 and FY23 budgets to support Gray's Buildings and Grounds Department Director in a needs assessment for maintaining Town-owned properties.</i>				Buildings and Grounds	

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116	IN 16	Create and enhance <u>walking and bicycle connections</u> from the Village to other destinations in Gray, like the schools, local trails, and the library.	Med-term, 3-5 years	Public Works	Planning Dept. & Code Enforcement	<i>See also F8, F10 and P2</i>
117	IN 17	Develop a new <u>traffic pattern</u> that allows easier and safer mobility through the village.	Med-term, 3-5 years	Town Council		<i>See also F4</i>
118	IN 18	Establish efficient <u>permitting procedures</u> , especially in Growth Areas.	Med-term, 3-5 years	Planning Department		<i>See also IN 19,</i>
119	IN 18 - 01	<i>We are also exploring development review options designed to streamline permitting such as expanding the role/function of the staff review committee (SRC).</i>				<i>See also P 5 - 01</i>
120	IN 19	Encourage <u>business development</u> in the Village and Business Park growth areas to diversify tax base.	Med-term, 3-5 years	Town Council		<i>See also IN 18, IN 22,</i>
121	IN 4, 19 - 01	<i>CEDC has been asked to reinstate hosting Gray business after-hours/forums several times a year, focusing in 2023 on upcoming how Complete Street Improvements to the Village can help improve the business climate for small businesses located in the Village, and to learn more about the needs of small businesses and entrepreneurs.</i>				Community Economic Development Committee
122	IN 19 - 02	<i>Gray Public Library exists as a stopping point and destination in the Village Center. By being a highly used municipal institution, it helps attract people to the area of Gray and, hence, allows other businesses to capitalize on the foot traffic.</i>				Library

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123	IN 20	Establish a space near the Village for a <u>farmers' market</u> to support local farmers and producers.	Med-term, 3-5 years	Town Council	Gray Village Farmers Market	
124	IN 20 - 01	<i>Town Council approved moving the Gray Village Farmers Market, from Gray Shop & Save Plaza, to the Village Green.</i>	2021 was first summer at new location		Gray Village Farmers Market	<i>The farmers' market needs to attract additional new vendors.</i>
125	IN 21	Consider the construction of a <u>Community Center</u> that would be home to programs for youth and seniors. Work to preserve <u>social networks for seniors</u> as they stay in the community.	Long-term, 5+ years	Town Council		<i>See also IN 11 and F2.</i>
126	IN 21 - 01	<i>Create new programming at DMS which is attractive for seniors to offer tours to local/regional retirement communities, assisted communities etc.</i>			Dry Mills Schoolhouse Committee	
127	IN 21 - 02	<i>Host special events geared to seniors such as reunion parties, coffees, or historical reenactments.</i>			Dry Mills Schoolhouse Committee	
128	IN 21 - 03	<i>Create a Memoir Project which will include video, audio and written stories from those who attended DMS or other one room schoolhouses to encourage active participation by seniors.</i>			Dry Mills Schoolhouse Committee	
129	IN 21 - 04	<i>A spin-off of the Nordic Walking pole program, is a new Bridge group that meets on the 2nd floor of Town Hall on Mondays at 10 am. Another spin-off of the CEDC's work with the Village Green pocket park & the Nordic Walking pole program will be a new (grassroots) garden group starting in 2023.</i>			Recreation Department, Community Economic Development Committee, and volunteers	<i>See also IN 3 - 09, IN 5</i>

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130	IN 21 - 05	<i>As part of the long term plan for use of Town buildings, the Manual Arts building will be redesigned to support the Recreation and Child Care programs, and to have a community room available for public use.</i>			Recreation Department	
131	IN 22	Develop the <u>public infrastructure</u> within the village, including a small Village-scaled wastewater treatment system and high speed internet, to create a viable environment for new businesses.	Long-term, 5+ years	Town Staff, Council & Public Works		<i>See also IN 6, and IN 14 - 01.</i>
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MEMORANDUM OF UNDERSTANDING

THE TOWN OF NEW GLOUCESTER, MAINE
AND
THE TOWN OF GRAY, MAINE

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into by and between the Town of Gray, Maine (hereinafter referred to as “Gray”) and the Town of New Gloucester, Maine (hereinafter referred to as “New Gloucester”), each a “town” and, collectively, the “Towns”.

1. Mission Statement and Purpose

It is the mission of the Gray and New Gloucester Recreation Departments to provide facilities and programs that will help enrich the lives of all residents and visitors of Gray and New Gloucester and to preserve the Towns for future generations. The Towns desire to form a partnership, referred to herein as Gray New Gloucester Recreation, in which they will share resources in order to better support this mission. The purpose of this MOU is to outline the terms on which the Towns will work together to share resources and plan recreation programs for the residents of Gray and New Gloucester.

2. Gray New Gloucester Recreation

The Towns intend to jointly operate certain recreation programs, events and services as Gray-New Gloucester Recreation (“GNG Rec”), provided that GNG Rec has not been established as an independent legal entity and all actions necessary to operate such programs, events and services shall be taken by Gray and New Gloucester either individually or collectively as set forth in this MOU. The Recreation Directors of the Gray and New Gloucester Recreation Departments (the “Recreation Directors”) shall jointly administer and oversee the programming, finances and operations of GNG Rec except as expressly provided herein. The Recreation Directors shall operate GNG Rec in accordance with the requirements and objectives of this MOU and shall meet at least quarterly for such purposes.

3. Space and Equipment Resources; Costs

The Towns agree that GNG Rec will share the space and equipment resources of each individual Recreation Department for the duration of this MOU. The cost of any resources or equipment purchased for GNG Rec shall be identified in the Program Plan adopted pursuant to section 4 of this MOU and shared equally by the Towns, unless otherwise agreed to by the Towns in writing. Upon termination of this MOU, resources or equipment purchased for use by GNG Rec shall be divided between the Towns by agreement. If the Towns cannot agree to an equitable division of any resources or equipment, either town may offer to purchase such resources or equipment from the other or the Towns may sell such resources or equipment with all proceeds, less costs incurred in such sale, divided equally between them. Notwithstanding the above, resources or equipment purchased solely by either town for use by GNG Rec shall remain the property of the purchasing town upon termination of this MOU. The Towns agree to keep records of all goods or services purchased by GNG Rec. and/or the individual towns for the purpose of furthering the work of GNG Rec., with said records indicating whether the good or service was purchased jointly by GNG Rec., or individually by a particular town. All purchases for the benefit of GNG Rec, other than incidental purchases costing \$100 or less, must be authorized by both Recreation Directors in advance of the purchase. Neither Recreation Director shall have sole purchasing authority for GNG Rec.

4. Program Planning

The Towns agree that the Recreation Directors shall be responsible for coordinating all the programs, events and services offered by GNG Rec. The Recreation Directors shall collaborate to develop an annual program plan (the "Program Plan") and present the Program Plan to the municipal officers of each town during the municipal budget process. The Program Plan will include forecasted revenues and expenses of the GNG Rec, forecasted participation for the planned programs, events and services within the Program Plan, and a proposed breakdown of the share of GNG Rec. operating expenses to be allocated to each town, which shall be commensurate with anticipated participation in GNG Rec. programming by residents of each town.

5. Finances/Personnel

The Towns agree that each Town shall have a 50% stake in the financials of each GNG Rec program. Fees for GNG Rec programs shall be collected through a shared website (gngrec.com) to be hosted and operated by a mutually agreeable third party, with each Recreation Director provided administrative access thereto, and each town shall keep record of GNG Rec program expenses. Revenue from the GNG Rec website will be forwarded to the Town of Gray, which shall serve as the fiscal agent for GNG Rec for purposes of creating and sending invoices on behalf of the program, if necessary, and receipt of revenues to the program. The revenues collected from the GNGrec.com website or any other shared source will be split equally between the Towns and both Recreation Directors will provide administrative duties as necessary. As each session of programming ends, the Recreation Directors will collaborate to reconcile GNG Rec program expenses using an agreed upon format, and the Towns will ensure distribution of each town's respective portion of GNG Rec revenue less incurred expenses.

Payroll expenses for Recreation Department staff related to GNG Rec programs will be paid by the staff member's employing town and reconciled at the conclusion of each session. Notwithstanding the nature of the shared services under this MOU, each town shall be the sole employer of its staff, regardless of which program the staff member performs services for and, as the employer, shall be solely responsible for all wages, benefits, unemployment and workers' compensation coverage for said staff. Additionally, each town shall be responsible and retain sole discretion for hiring practices and selections of employees hired and compensated by them, regardless of whether such employee performs services for GNG Rec. In the event a town has a concern with the performance of the other town's employee as it relates to services performed for GNG Rec, the Recreation Directors shall discuss said concern in an effort to reach a mutually agreeable solution; however, all employment decisions shall remain the sole discretion of the employing town. Equipment purchases shall be included in the specific program reconciliation at the end of each session.

6. Buildings and Facilities; Indemnification

The Towns agree and understand that GNG Rec will not hold title to any real property or building or facility, but that GNG Rec programming will frequently occur in buildings or facilities solely owned by one town or the other, and may occur in buildings or facilities owned by a third party to the extent the Recreation Directors determine that there is adequate insurance coverage for GNG Rec programs or events to occur in such privately-owned buildings or facilities. The Towns agree that during the Term of this MOU: each town shall maintain its own policy of property insurance for such buildings and facilities and their related appurtenances; each town shall be solely responsible for adequately maintaining such buildings and facilities and their related appurtenances; that each town shall be solely liable for injuries caused by defects in such buildings, facilities, and their related appurtenances; and that each town agrees to save, indemnify, defend, and hold harmless the other town against any claims brought against one town in relation to an injury caused by or within the building, facility, or their related appurtenances, of the other town.

7. Kids Club/Summer Day Camp Programming Exception

The Towns agree that Kids Club/Summer Day Camp programming is not considered part of this MOU and no part of this MOU shall be applicable to space and equipment resources, program planning, costs or finances of the Kids Club/Summer Day Camp programs. Due to the significantly different capacities for these programs within each town, the programs shall remain financially separate. The Recreation Departments may receive incidental benefit from shared procedures, shared materials, shared hiring/staffing, shared transportation and trip costs, shared training, and emergency coverage of staff for the Kids Club/Summer Day Camp programs, without obligation to reconcile such benefits or costs.

8. Establishing Fees

Both Towns agree that fees and expenses for GNG Rec programs will be determined during the budgeting process each fiscal year. It is recognized that both Recreation Directors are in the best position to evaluate and establish program fees and forecast expenses related to GNG Rec programs. Therefore, the Recreation Directors shall have discretion to set fees for GNG Rec programs with their respective Town Manager(s) oversight. Rental fees will remain at the discretion of the individual town policies.

9. Social Presence

Both Towns agree to provide a consistent message and identity online and on social media platforms to create one identity as GNG Rec. The intent is for residents of Gray and New Gloucester to feel that the GNG Rec programs, services, and events were designed for the entire community.

10. Liability:

Each town agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and such acts of its officials, officers, agents, or employees to the fullest extent required by law and further agrees to save, indemnify, defend, and hold the other town(s) harmless from such liability. Each town shall maintain necessary workers' compensation and general liability insurance for the program to adequately cover any liability not otherwise exempted pursuant to the Maine Tort Claims Act, and costs associated with such shall be assumed by the individual town. Nothing in this MOU shall be deemed to waive or modify the protections and immunities available to a town pursuant to the Maine Tort Claims Act, or otherwise available under applicable law. Notwithstanding the foregoing, the Towns understand that claims may be brought against both Towns jointly, related to programming or activities jointly conducted by GNG Rec. In such circumstances, the Towns agree to cooperate with each other and with each town's insurers, in order to satisfactorily resolve such claims.

11. Conflict; Mediation; Choice of Law:

In the event of a dispute or disagreement between the Towns regarding the content of the MOU or the requirements or responsibilities of any town, the Towns agree to submit such dispute or disagreement to mediation prior to pursuing any legal claim or action against the other. After receipt of written notice by either town of the existence of a dispute or disagreement, the Towns shall jointly select a neutral third-party mediator. The Towns may meet with the chosen mediator jointly or privately. The Towns agree to use their best efforts and good faith in entering mediation and throughout the mediation process.

All communications with the chosen mediator and between the Towns regarding mediation, including any statements, offers or counter-offers of settlement shall be confidential and not admissible in any court proceeding. Neither town may disclose any statements made or offers or counter-offers of settlement made by either town during mediation to any third-party. The chosen mediator shall not be required to testify in any

court proceeding regarding any statement, conduct, decision or agreement of either town in connection with mediation.

If the Towns are unable to agree upon a mediator within ninety (90) days of written notice of a dispute or disagreement or reach a resolution of the dispute or disagreement within ninety (90) days of commencement of mediation, either town may commence a civil action for purposes of resolving the dispute or disagreement. This provision does not relieve the Towns of any mediation or alternative dispute resolution that may be required by the Maine Rules of Civil Procedure or ordered by a court of competent jurisdiction; however, if the Towns have engaged in mediation under this section and have failed to reach resolution, the Towns agree to jointly request that mandatory mediation or alternative dispute resolution in the context of litigation be waived by the court.

All disputes or causes of action related to this MOU that the Towns are unable to resolve through mediation may file with a court of competent jurisdiction. For purposes of this MOU, the parties agree that venue is proper in the courts of Cumberland County, Maine.

This MOU shall be interpreted consistent with the laws of the State of Maine, without regard to any conflict of law principals.

12. Chain of Command – Program Staff

The Recreation Directors shall jointly determine staffing needs for GNG Rec programs. Hiring needs and decisions for various programs shall be mutually agreed upon by the Recreation Directors, and staff hired by each town will be under the supervision of its respective Recreation Director.

13. Logo/Branding

The Recreation Directors shall be responsible for developing and promoting a GNG Rec logo and related branding, which shall be subject to approval by the municipal officers of each town. The cost of developing such a logo or branding shall be a joint expense of the Towns.

14. Severability Clause

If any provision of this MOU is held illegal, or unenforceable, in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this agreement shall remain operative and binding on the Towns.

15. Amendment

This MOU may not be modified or amended except in writing upon the mutual agreement of the municipal officers of each town.

16. Term; Termination

This MOU shall be effective for an initial term of two (2) years and shall automatically renew for additional terms of two (2) years thereafter. The terms and performance of this MOU shall be reviewed by the municipal officers of each town prior to the end of each term. The municipal officers of either town may terminate this MOU by an affirmative vote, written notice of which shall be provided to the other town at least one (1) year prior to the date of termination.

17. Interpretation

Despite anything to the contrary contained herein, the Towns intend this MOU to constitute a formal agreement that shall bind the parties consistent with the terms and conditions outlined herein.

Signed and approved by the Gray Town Council on _____:

Sandra Carder, Chair

Michael Curtis

Krista Chappell

Dan Maguire

Martin Meaney

Signed and approved by the New Gloucester Select Board on _____:

Peter R. Bragdon, Chair

Paul L. Larrivee, Jr., Vice-Chair

Tammy L. Donovan

Stephen J. Hathorne

Dustin R. Ward

MEMO

Monday, January 30, 2023

TO: Town Council, Planning Board

FROM: Community Development staff

RE: Proposed increase to Planning Board escrows/fees and related ordinance changes

Background

Per the memo and discussion at the January 3, 2023 Town Council workshop, during which the Council expressed support for the proposed changes to the Fee Schedule and related updates to the Subdivision Ordinance and Zoning Ordinance, the following amendments are proposed for the Council's first reading and public hearing at the February 7, 2023 meeting, with a public hearing also scheduled for the February 9, 2023 Planning Board meeting.

The council hereby moves to:

1. Increase the following **engineering/legal review escrow requirements** (at each square footage/dwelling unit increase level as outlined in the Fee Schedule) **by \$1,000**:
 - Site plan review- major and minor
 - Sketch plan review
 - Minor subdivision review
 - Preliminary major subdivision review
 - Final major subdivision review
 - Conditional use plus minor site plan review
 - Conditional use plus major site plan review
2. Approve the following amendments to the subdivision ordinance (Chapter 401):

401. 10.1.A2.

Inspection Fees - Deposit with the Town Manager ~~a check in the amount specified in the Schedule of Fees adopted by the Town Council~~ a fee for the inspection of the project infrastructure construction. The fee shall be based on three (3) percent of the cost of construction of the road, ~~and utilities, or the estimated cost of inspection estimated by the Town Engineer.~~ utilities, stormwater infrastructure, and improvements to complete the project as depicted on the approved final plans. The applicant shall submit construction cost estimates for each component of the project, including details as necessary, to the Town Planner. The final amount of the inspection fees shall be approved by the planner, with input from the town's consulting engineer. The full amount of the planner-approved inspection fee escrow must be duly received by the town prior to commencement of construction.

401.10.1.B.

Notification of Needed Corrections - If the Town Engineer finds upon inspection that any of the required improvements have not been constructed in accordance with the plans and specifications filed by the subdivider, the Town Engineer shall so report in writing to the Town Planner ~~Town Manager, Planning Board~~, the subdivider and the appropriate contractors associated with the project builder. The Code Enforcement Officer, with input from the Town Engineer and Town Planner, shall take any steps necessary to assure compliance with the approved plans, including, if necessary, issuing a stop work order or other notice to the property owner and associated contractors.

3. Increase the planning review fee for a “major site plan” review from \$550 to \$700 in the fee schedule.
4. Increase the planning review fee for a “conditional use plus major site plan” review from \$750 to \$850.
5. Approve the following amendments to the zoning ordinance, Chapter 402:

402.10.7.E

E. Application Fees for Review of Minor Developments

Application fees and technical review fees shall be ~~the same as for major developments and shall be~~ in the amount specified by the Town Council in the most current Fee Schedule.

402.10.9 B

B. Engineering or Legal Review Escrow Fee

In addition to the application fee established in this Section, the applicant for site plan review must also pay an Engineering or Legal Review Escrow Fee to cover the Town’s technical costs of reviewing the application. This fee is specified in the most current Fee Schedule, set annually by the Town Council, and must be paid to the Town. This fee shall be deposited in the Development Review Account, which shall be separate and distinct from all other municipal accounts. The application will be considered incomplete until this fee is paid. The Planning Board may reduce the amount of the Engineering or Legal Review Escrow Fee or waive collection of said fee if the Planning Board determines that the scale or nature of the project will require little or no outside technical or expert review. The Engineering or Legal Review Escrow Fee collected shall be used ~~by the Board~~ to pay for reasonable costs incurred by the Planning Board, in its review of the application, which relate directly to the review of the application pursuant to the review criteria. Such services may include, but need not be limited to, planning consultant reviews, peer reviews, consulting engineering, legal review, or other professional fees. If the balance of the applicant’s escrow payment is drawn down by more than seventy-five

(75%) percent, the Town Planner shall notify the applicant and require an additional amount to be deposited, equal to no more than 100% of the previous Engineering or Legal Review Escrow fee. The Town shall provide the applicant, upon written request, with an accounting of their account and shall refund all of the remaining monies in the account after the payment by the Town of all costs and services related to its review of the application. Such refund of remaining monies shall be made no later than sixty (60) days after the Planning Board's final decision with regard to the application.

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)	
Ordinance-Mandated Licenses/Permits	
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
Miscellaneous Permits	
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	

TABLE 402.5.4 B - BUILDING CONSTRUCTION SPATIAL STANDARDS

ZONING DISTRICT	Maximum Lot Coverage	<u>Minimum Lot Line Setback Front</u>	<u>Minimum Lot Line Setback Side</u>	<u>Minimum Lot Line Setback Rear</u>	<u>A, I Maximum Building Height</u>
RRA	F, G, H 10 %	50 ft.	^B 25 (15) ft.	50 ft.	35 ft.
LD	20 %	50 ft.	^B 25 (15) ft.	50 ft.	35 ft.
MD	15 %	50 ft.	^B 20 (15) ft.	20 ft.	35 ft.
BD-1	50 %	50 ft.	^B 25 (15) ft.	50 ft.	^C 35 (53) ft.
BD-2	85 %	^E 25 ft.	^E 0 ft.	^E 15 ft.	^C 35 (53) ft.
C	50 %	10 ft.	15 ft.	20 ft.	^C 35 (53) ft.
VC	75 %	10 ft.	0 ft.	10 ft.	35 ft.
VCP	75 %	0 ft.	0 ft.	0 ft.	35 ft.
BT-1	50 %	25 ft.	^D 15 (10) ft.	20 ft.	35 ft.
BT-2	10 (30) %	25 ft.	^D 15 (10) ft.	20 ft.	35 ft.
WH-1	10 (30) %	50 ft.	^B 25 (15) ft.	50 ft.	35 ft.
WH-2	10 (30) %	50 ft.	^B 25 (15) ft.	50 ft.	35 ft.

^A Height requirements do not apply to flagpoles, chimneys, transmission towers, steeples, windmills or similar structures usually erected at a greater height than the principal building; however such accessory structures or appurtenances require a lot line setback distance of no less than its height.

^B Side setback for non-conforming lots of record in RRA, LD, MD, BD-1, WH-1, & WH-2 Districts is 15 feet.

^C Maximum building height in BD-1, BD-2, and C is 53 feet if public water is available and at least two sides of the building are accessible by fire apparatus.

^D Side setback in BT Districts is 10 feet if not abutting a residential property.

^E For any lot in a BD-2 District, the setback for any property line(s) that abuts another district, including BD-1, shall meet the minimum setback(s) for either the abutting district or BD-1, whichever is less restrictive.

^F For commercial medium and large-scale ground-mounted solar energy system installations, lot coverage shall be measured by the total surface area of the solar panel/array at maximum tilt provided that the maximum size of any individual solar panel is thirty (30) square feet when measured horizontally (see figure 402.8.10.D.1)

^G Lot coverage in RRA can be increased to 30% for any portion of a parcel in the Commercial Solar Energy Overlay District and only for commercial medium and large-scale ground mounted solar energy system installations provided that the maximum size of any individual solar panel is thirty (30) square feet when measured horizontally. Planning Board approval subject to the requirements of Section 402.8.4 L for recharge protection is required.

^H Setbacks for ground-mounted solar panels and arrays less than 15 feet in height on parcels within five-hundred (500) feet of a publicly owned road shall be a minimum of twenty-five (25) feet from any lot line. Setbacks for Commercial Solar Energy Production Sites on parcels at least five-hundred (500) feet from a publicly owned road

shall be a minimum of fifty (50) feet or one-hundred (100) feet from any property line as established in Section 402.8.10 of this Ordinance.

I. Subject to standards in 402.7.22, storage sheds with a footprint of 160 sq. ft. or less are subject to reduced setbacks.

402.2.2 Definitions

Shed: A free-standing accessory structure, principally utilized for storage, which is customarily and in fact both incidental and subordinate to the principal use or structure on the property. The term "incidental" in reference to the principal use or structure shall mean subordinate and minor in significance to the principal use or structure.

402.7.22 Storage Sheds

A. Sheds with a one hundred and sixty (160) square foot maximum footprint, per 38 M.R.S. Section 436-A, shall be permitted to utilize reduced setbacks provided that all of the following standards are adhered to:

1. Setbacks for property located in the Shoreland Zone District shall be subject to standards established in Chapter 403, Shoreland Zoning Ordinance.
2. Parcels located in a subdivision approved by the Planning Board with reduced setbacks shall be subject to the setbacks approved by the Planning Board on the final plan(s). This specifically includes parcels in subdivisions approved under the (prior) "Section 402.12-Cluster Housing" and (current) "401.13.13 Residential Open Space Subdivision".
3. Minimum lot line setbacks:
 - a. Front setback shall be as established in Table 402.5.4.B. with the additional requirement that within Districts that have a zero (0) front setback, the minimum front setback for a storage shed shall be the prominent front building plane of the existing principle structure.
 - b. Side: Ten (10) feet
 - c. Rear: Ten (10) feet
4. No pressurized water nor any plumbing fixture that generates wastewater shall be permitted in or on the storage shed.
5. Only one (1) storage shed shall be located on any one (1) parcel utilizing the setbacks established herein.
6. The maximum building height for a storage shed utilizing setbacks established herein in fourteen (14) feet.
7. Storage sheds utilizing the setbacks established herein shall not be utilized as a dwelling or habitable space.

MEMO

Monday, January 30, 2023

TO: Gray Town Council, Gray Planning Board
FROM: Kristen Muszynski, Community Planner
RE: Awarding of bid for Village Area Loop Trail design engineer

The Town of Gray is actively working toward implementation of the \$66,877 Community Development Block Grant for the Village Area Loop Trail (VALT) Phase II gateway parcel extension project, as awarded by the Cumberland County Commissioners on May 9, 2022.

The extension of the trail onto the town-owned Gateway is part of a wide-ranging planning effort to improve the town's village area by creating safe passage for bicyclists and pedestrians, ultimately boosting the economic vitality of the town.

The Town hosted a public workshop and site walk of the trail property on December 1, 2022 with strong participation of abutters and trail enthusiasts. Participants provided input on the trail siting, associated amenities, and buffering to abutting properties. Town staff hosted additional meetings with school district representatives in January, as the Russell Elementary School abuts the gateway property.

The town issued a Request for Proposals for the design plan for this leg of the trail on January 3. These plans will assist with next steps for formalizing the exact siting of the trail as well as the amenities and landscaping details. We received three responses to the RFP, from the Gorrill-Palmer, Sebago Technics and Wright-Pierce engineering firms.

An RFP review team consisting of the town planner and representatives of both the Open Space Committee (Anne Gass) and Recreation Committee (Mary Sweeney Underwood) convened on January 26 to review the proposals.

The review team recommends that the council award the contract to Sebago Technics. This firm scored highest on the RFP review elements, with the vision and capabilities that the Town needs to complete the design phase.

Upon awarding of the bid, the Town will then enter into a contract with the engineering firm to create the formal set of design plans for construction, which will go before the Planning Board for a public hearing and additional public input as well as board input.

Subsequent steps will include finalizing the plan and putting out the RFP(s) for construction of the trail with the associated plantings/amenities, as well as reaching out to potential volunteers/donors who may want to participate in the process.

Draft Motion for Council Consideration:

Move to award the contract for the design and creation of a plan set for construction of a recreational trail and associated amenities on the town-owned "gateway" parcel (Tax Map 35, Lot 403-027-000) to Sebago Technics, Inc. of South Portland, Maine, and grant authority to the Town Manager to enter into a contract for this work, not to exceed \$16,500.

Town of Gray



Comprehensive Emergency Operations Plan

Version 1.01
~~January 2022~~ February 2023

Approvals

This Town of Gray Emergency Operations Plan was prepared to ensure that the organization has deliberately considered how it would respond to an emergency incident. This plan provides guidance for all phases of emergencies that could occur in or near Town of Gray and is supportive of the Cumberland County Resilience Plan. This plan supersedes all previous emergency operations plans. The Emergency Management Director is responsible for the development, maintenance, and implementation of this plan.

By signing this document, the below individuals have acknowledged that they have reviewed and approve the procedures detailed within this plan as being current and actionable.

Approved: _____ Date: _____
Nathaniel Rudy
Municipality Manager, Town of Gray, Maine

Reviewed: _____ Date: _____
Sandra Carder
Chairperson, Town Council, Town of Gray

Reviewed: _____ Date: _____
Matthew M. Mahar MBCI, CBCP, MEP
Director, Cumberland County Emergency Management Agency

Submitted: _____ Date: _____
Kurt Elkanich
Director of Public Safety
Local EMA Director, Town of Gray

[Please note: this document contains many acronyms. Appendix M contains a list of the acronyms and a glossary of terms.](#)

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Town of Gray Emergency Operations Plan Change Log

Revision No.	Date	Change Description	Pages Modified
1.0		Initial EOP Develop and submitted to town council for approval	ALL
<u>1.1</u>	<u>{To Be Determined on Council Approval}</u>		

Record of Distribution

Distribution will be accomplished electronically to all stakeholders, and a record will be kept of who it was distributed to below.

Organization	Date Delivered	Medium	Verified Receipt

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TOWN OF GRAY

COMPREHENSIVE EMERGENCY OPERATIONS PLAN

I. Purpose

Municipalities within the State of Maine are required to establish and ensure the capability to respond to a wide range of emergencies (Maine 37-B §781.1). The Town of Gray Comprehensive Emergency Operations Plan (EOP) provides the operational framework to implement the policies, requirements, and responsibilities of Town of Gray.

This plan provides a flexible and scalable response to the full spectrum of potential incidents and ensures that the Town of Gray maintains the ability to perform its critical services in a safe environment, protecting staff members, community members, and visitors.

To accomplish its mission, the Town of Gray must ensure its critical functions and services continue to be performed during an emergency incident, including localized acts of nature, accidents, technological or attack-related emergencies, as well as infectious disease and cyber events.

This plan provides directions for the orderly response of the Town of Gray to an emergency incident. This plan shows the coordination necessary between entities within the Town of Gray, and with the County, and how they would support one another pre-, trans-, and post-incident. It is also intended to provide greater detail to support the checklists that have been developed by their departments in response to emergency incidents.

II. Municipality Profile

Gray's population of approximately 8,300 people inhabit 46 square miles, with 57% agricultural, 5% commercial and 38% residential. Gray waterfront properties are found on Little Sebago, Crystal, and Forest Lakes. Gray is home to regional headquarters for the Maine Department of Inland Fisheries and Wildlife, which maintains a fish hatchery and wildlife park. ~~It is also home to;~~ a NOAA National Weather Service Forecast Office, which issues forecasts and severe weather warnings for New Hampshire and Maine; [a Maine Forest Service office; and, Maine State Police Troop B.](#)

III. Applicability

This Plan is applicable to all personnel associated with the Town of Gray. The provisions of this Plan apply to the full spectrum of situations and/or incidents that could affect the ability of the Town of Gray officials, support staff, and other personnel to perform the municipality's critical functions from their normal work locations. These situations

include incidents resulting from natural disasters, cyber threats, terrorist activities, infectious disease outbreaks, and cyber intrusions.

IV. Security

Some of the information in this Plan, if made public, could compromise the municipality's ability to carry out its critical services. This includes the security of essential equipment, services, and systems. Portions of this Plan contain information that raises personal privacy or other concerns, and those portions may be exempt from mandatory disclosure under the Freedom of Information Act. See 5 U.S.C. §552, 41 CFR Part 105-60.

V. Plan Maintenance and Distribution

As part of the annual plans and procedures maintenance, the Gray Emergency Response Team will review and update the Town of Gray Emergency Operations Plan. All reviews will be submitted to the municipality's leadership for review and approval. Interim administrative updates and revisions to this Plan are authorized and will be reissued as *Version X.X* to the signed Plan.

Any request to disclose information in this Plan outside the municipality and/or the county, or to withhold information in this Plan from a non-municipal requestor, must be coordinated with the Gray Town Manager.

VI. Policy and Background

The ability to respond quickly and efficiently to an emergency incident saves lives. The Town of Gray is committed to ensuring that its critical services are available to the community regardless of the emergency incident that is occurring, assuming that it is safe to conduct such activities.

This plan is one means through which the Town of Gray is committed to ensuring the safety of its staff, community members, and visitors. This plan also serves to provide a coherent plan of action to be followed when an emergency incident occurs within the municipality.

The scope and magnitude of a catastrophic incident may result in a resource-scarce environment, as such incidents may affect a municipality's ability to provide assets, assistance, and services.

VII. Planning Objectives and Assumptions

The overall objective of this EOP is to provide for the safety and support of the Town of Gray, its staff, community members, and visitors. This plan provides concepts of operations, guidance, and procedures to ensure that the Town of Gray can transition quickly and effectively from normal operations to a crisis management posture and

continue to deliver critical services under all circumstances, and if necessary, from alternate locations.

This plan must be executable with or without warning, during duty and non-duty hours. Processes need to be in place to make appropriate notifications, and perform appropriate actions, even during non-standard business hours.

This document provides a management framework, forums, and process to ensure the continued deliberate, proactive, and ongoing planning, update, and maturation of emergency planning.

The Town of Gray Planning Objectives are as follows:

- Ensure that the Town of Gray can perform its critical functions under all conditions.
- Execute a successful order of succession, accompanied by the appropriate position-related authorities, when a disruption renders the Town of Gray leadership unable to assume and perform their authorities and responsibilities.
- Ensure that the Town of Gray has considered backup facilities where it can continue to perform its critical functions, as appropriate, during an emergency incident.
- Protect essential facilities, equipment, records, and other assets, in the event of a disruption.
- Achieve timely and orderly recovery of the Town of Gray from an emergency.
- Validate readiness and ensure operational capability through a dynamic and integrated test, training, and exercise program.

Planning Assumptions: This plan is based on the following assumptions:

- An emergency incident may require one or more response options covered within this plan to be activated either with or without warning.
- The emergency will not affect other municipalities and they will remain available to support the municipality-directed actions.
- During an infectious disease pandemic, susceptibility to the virus will be universal.

VIII. Resilience Capability Elements

There are specific planning elements that need to be considered to ensure the comprehensiveness of planning. The consideration, preparation, and execution of the elements listed in this section are fundamental for a successful resilience capability.

- A. **Risk Management:** The application of risk management principles can preserve resources by assessing the probability of occurrence for catastrophic emergencies and related consequences. Vulnerability, probability, and impact are all considered when determining the level of risk.

- B. Response Options:** The Town of Gray will respond to all reported emergencies. The responding department will evaluate the situation and determine what if any additional resources will be needed to mitigate the emergency and the urgency of the required mitigation. Every attempt will be made to mitigate the incident using Town resources as long as the efforts are within the scope and training level of the responders. When necessary, subject matter experts will be consulted and possibly requested to respond. Such subject matter experts would include but not be limited to: Department of Environmental Protection, [Local Board of Health](#), local or area Hazmat Teams, State Fire Marshall's Office, and Law Enforcement.
- C. Hazard Mitigation:** Any sustained action taken to reduce or eliminate the long-term risk to life and property from hazard events. It is an on-going process that occurs before, during, and after disasters and serves to break the cycle of damage and repair in hazardous areas.
- D. Continuity of Operations Planning Elements:**
- a. **ESSENTIAL FUNCTIONS:** A service or a collection of services normally performed by a unit that must continue at a sufficient level without interruption or restart within given timeframes (within the first 30 days) after a disruption to the service.
 - b. **ORDERS OF SUCCESSION & DELEGATIONS OF AUTHORITY:** Effective leadership is essential during an emergency. It is equally important that those serving in leadership positions have the authority, in writing, to perform the duties necessary to respond to the emergency. Orders of succession ensure that an organization has identified key personnel to assume leadership positions in the event that regularly appointed personnel are unavailable, and that they have the appropriate authority to perform the functions. Those identified in the orders of succession must be trained annually on responsibilities and shall participate in Training & Exercise (T&E) events.
 - c. **COMMUNICATIONS AND INFORMATION SYSTEMS:** Availability, diversity, and redundancy of critical communications and information systems are critical to sustain critical functions regardless of where they are performed. Communications and information systems provide the connectivity among key government leadership, internal elements, other organizations, and the public to perform critical functions.
 - d. **ESSENTIAL RECORDS MANAGEMENT:** Viable continuity programs include comprehensive processes for identification, protection, and accessibility of electronic and hardcopy essential records at primary, alternate, and devolution locations. Essential records may include documents, references, personnel records, and information systems.
 - e. **ALTERNATE LOCATIONS:** Alternate locations are where critical functions are continued or resumed, or where organizational command and

control may occur during an emergency incident. Telework is a program that can provide critical support to the sustainment of critical functions.

- f. **HUMAN RESOURCES**: Organizations must identify leadership, staff, and functional support elements capable of relocating to alternate locations, remote operations, or devolving to sustain critical functions. During emergency activations, organizations will mobilize designated personnel as needed to sustain critical functions in accordance with their emergency plans and procedures.
 - g. **DEVOLUTION**: A planning concept that establishes procedures to transfer statutory authority and responsibilities from an organization's primary operating staff and facilities to other designated staff and facilities for the purpose of sustaining essential functions. Devolution may be temporary or may endure for an extended period of time.
- E. Hazardous Materials (HAZMAT) Response**: Plan that reflects how the organization will respond to incidents involving hazardous materials, which are defined as substances that have the potential to harm a person or the environment upon contact. A Hazardous Materials (HAZMAT) Response team is comprised of hazardous material experts who specialize in detecting, containing, and removing any release or potential release of hazardous substances in order to control or stabilize an incident.
- F. Emerging Infectious Diseases (EID) Considerations**: Emerging infectious disease can be defined as infectious disease that have newly appeared in a population or have existed **butby** are rapidly increasing in incidence or geographic range. This planning includes considerations related to changes in operations necessary because of the contagious nature of the infectious disease outbreak.
- G. Point of Distribution (POD) Planning**: A Point of Distribution (POD) is for establishing initial points where the general public will obtain life sustaining emergency relief supplies until such time as power is restored, retail establishments reopened, or fixed and mobile feeding sites (if any) and relief social service programs (if any) are in place.
- H. Reconstitution/Recovery**: Reconstitution embodies the ability of an organization to recover from a emergency activation, one that disrupts normal operations, so that the organization can return to its normal level of operations. Reconstitution is critical in that its focus is on ensuring the continued support of other organizational functions and the restoration of full normal operations. Since reconstitution begins at the start of an incident, organizations should identify a reconstitution team with leadership, staff, and resources dedicated and separate from existing emergency response team.
- I. Training, & Exercise (T&E) Program**: T&E events assess and validate emergency plans, policies, procedures, systems, and facilities. Initial and reoccurring training programs inform and familiarize leaders and staff with continuity plans and procedures. Exercise programs consisting of both planned

and short/no-notice events improve an organization's preparedness posture and emphasize the value of integrating continuity functions into daily operations. The After Action Review process is an essential component of any exercise program and helps to identify capability gaps and other challenges experienced during the event. Items identified during the review should be captured in the After Action Report and Improvement Plan, which lists planned remedies to correct the deficiencies, and assigns a timeline for re-evaluation.

IX. Operational Phases and Implementation

There are five phases of emergency management: Preparedness, Prevention, Response, Recovery, and Mitigation. These five phases should be used to build resilience strategies, processes, and procedures to ensure that goals and objectives are met, and to support the performance of organizational critical functions during an emergency incident. The five phases of emergency management are defined as:

- a. **Preparedness** - focuses on creating concrete plans, training and exercises well ahead of a disaster. Emergency planning activities will allow organizations to reduce loss of life and sustain environmental challenges by developing organizational specific plans, standardized planning tools and emergency management protocols.
- b. **Prevention** - a continuous cycle of activities such as emergency planning, staff training, exercising, assessment and remedial actions. Preparedness and readiness go hand in hand as organizations and communities prepare for disaster.
- c. **Response** - how organizations respond to the challenges disasters bring such as supply chain interruptions, changes in service delivery or day to day staffing. As organizations respond to disaster, they must use all their emergency preparedness tools such as emergency plans, policies and procedures and staff training to respond.
- d. **Recovery** - focuses on restoring critical business functions to stabilize day to day services and increase capacity to continue to serve their community after a disaster. The recovery phase allows organizations to return normal service levels as soon as possible.
- e. **Mitigation** - activities allow organizations to reduce loss of life and physical assets such as buildings and supplies that will lessen the overall effect of disaster on organizations and the community as a whole.

X. Roles and Responsibilities

All levels of organizations are responsible for establishing and following procedures for responding to an emergency incident. The senior official of each organization is ultimately responsible for the development and implementation of those plans and/or

procedures. The staff members of the organization must be properly trained and equipped to perform their emergency responsibilities with little or no notice. The following leadership positions have specific responsibilities related to emergency preparedness and response:

- a. **Elected Officials (Municipality Manager and Board of Selectmen):** serve the municipality by completing a variety of duties: preparing materials for council meetings, developing the annual budget, implementing financial reporting procedures, administering funds, liaising with the government and local entities, managing municipality assets, and hiring staff.
- b. **Department Heads:** Department managers are responsible for reviewing and approving their respective plans and ensuring that their organization's plan adequately reflects its current operational state. They are also responsible for promulgating this plan, and its guidance, to their personnel. Department managers are responsible for ensuring that their organization has developed, approved, and maintained their organization's plan and ensuring it is supportive to its parent organization's plan.
- c. **Local Emergency Management MA-Director:**
 - ~~a. Develop, revise/update, and promulgate municipality's emergency operations planning documents, to include participation in the county hazard mitigation plan.~~
 - ~~b. Coordinate communication between local and county government organizations.~~
 - ~~c. Identify/locate local resources to help with response and recovery efforts.~~
 - ~~d. Coordinate with damage assessment teams~~
 - a. Coordinate municipal T&E activities with County EMA. The Director shall be the executive head of the Emergency Response Team.
 - b. The Director shall work under the general supervision of the Town Manager, with coordination occurring with the Town Council.
 - c. The Director shall be responsible for the development, maintenance, and promulgation of the Town's Emergency Operations Plan.
 - d. In preparation for and during declared emergencies, the Director may (upon consultation with Town Manager) utilize all Town facilities, personnel and resources to best protect public health, safety and welfare.
 - e. Prepare and update the hazard risk and vulnerability assessment.
 - f. Coordinate and maintain written mutual aid agreements with neighboring towns.
 - g. Provide emergency management training to Town officials, planners, and responders.
 - h. Attend County emergency managers' meetings.
 - i. Complete and report damage assessments to the Cumberland County Emergency Management Agency.

e.j. Complete and submit application for emergency management/disaster funds and grants, as appropriate.

- d. **County EMA:** The county organization responsible for ensuring county compliance with resilience and emergency policies and guidance. They are responsible for providing tools, templates, and T&E activities to support the municipality's emergency management program.

XI. Coordination Meetings (Internal & External)

The emergency planning and coordination meetings are attended to ensure situational awareness and resilience efforts are coordinated properly.

- a. Municipal Meetings
- a. Council Meetings
- Councilors will be kept informed and kept up to date regarding ongoing emergencies or threats to the safety of the citizens, property, and environment of the Town of Gray as well as adjoining Towns.
- b. Budget Meetings
- During normal operations budget requests will be in line with ongoing hazard and risk assessments and gap analysis. This analysis will be the major impetus when requesting additional funds or equipment.
 - During emergency operations requests will be solely made for the purpose of mitigating the emergency. Every effort will be made to reimburse the Town of Gray through insurance claims or through federal emergency declaration funding.
- b. County Meetings
- a. Bi-monthly Emergency Management Meetings
- Situational awareness and updates.
 - Latest grant program developments
 - Updates to planning models and templates
- b. Incident Management Assistance Team (IMAT) Team Meetings
- The local EMA director will maintain a working relationship with the County IMAT team in the event the Town of Gray needs assistance managing a multi-operational period incident.

XII. Outreach Program Participation

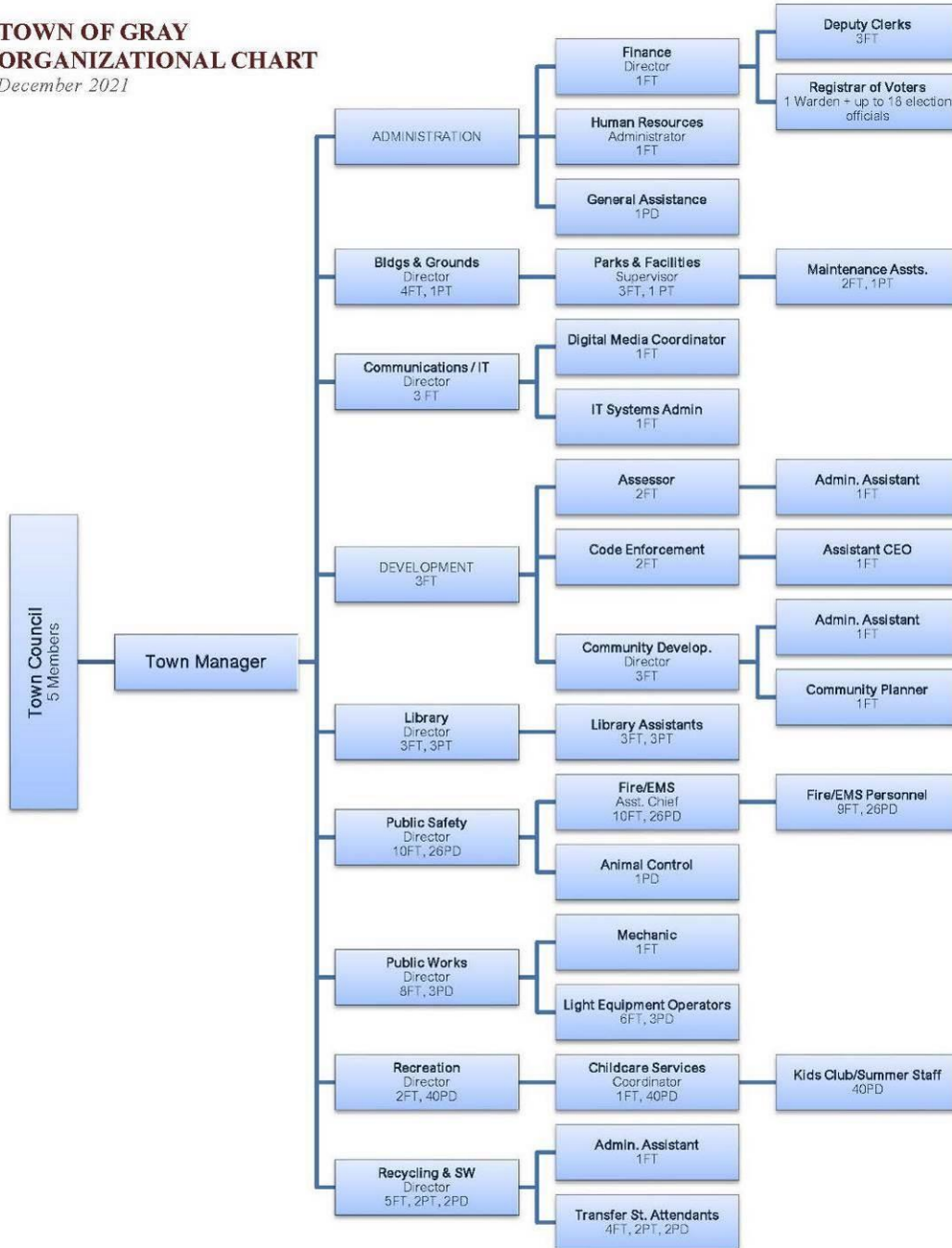
The Town of Gray puts out a monthly newsletter that includes hazard awareness articles. Gray Fire Rescue manages a Facebook page as well as a Twitter feed to make residents aware of ongoing incidents that can create traffic issues as well as seasonal challenges. Gray also hosts an annual Blueberry Festival that is attended by Fire Department employees as well as members from the Cumberland County EMA to distribute safety materials and answer questions. [Gray Fire Rescue hosts CPR trainings for the public and visits schools teaching fire safety during Fire Prevention week.](#)

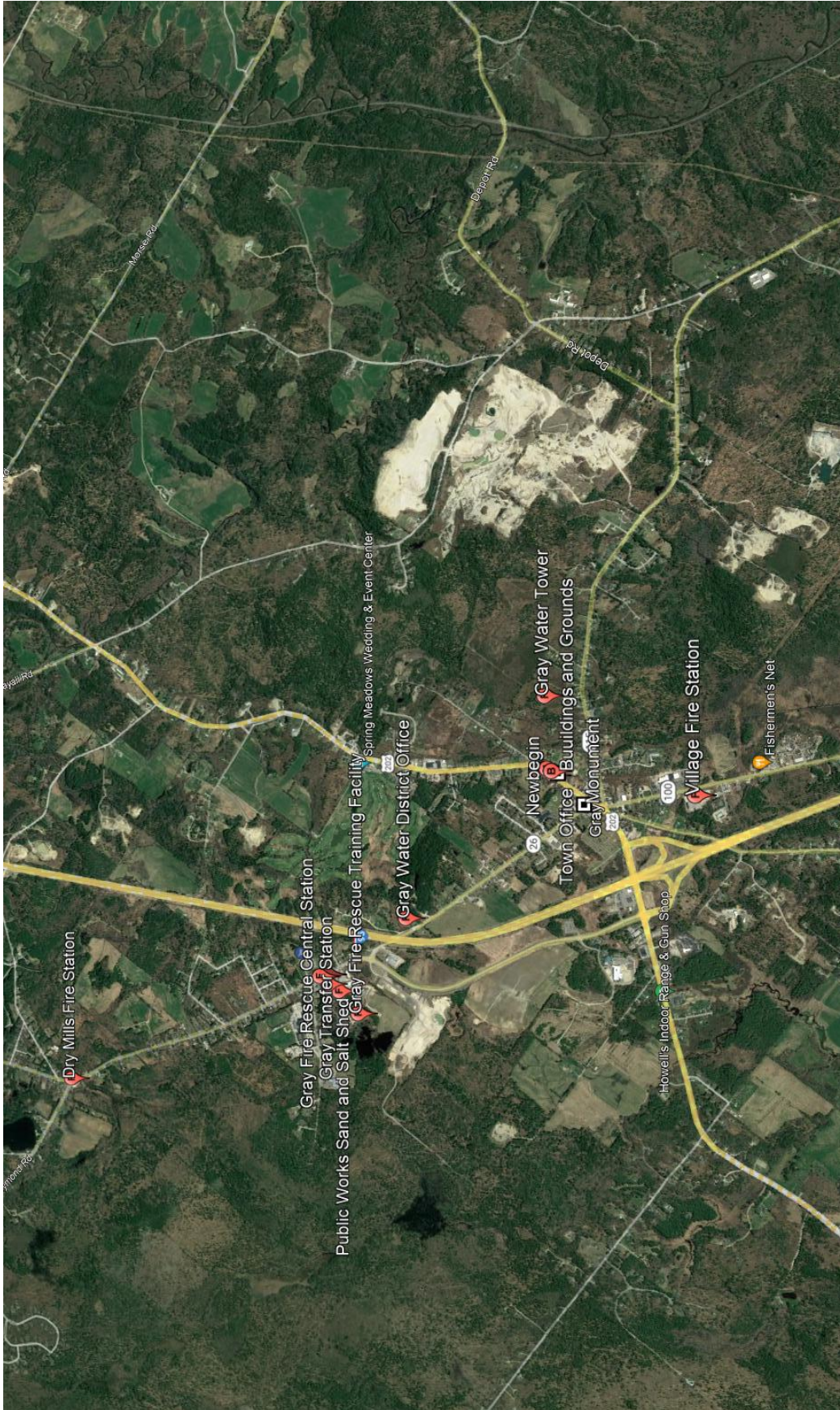
XIII. Points of Contact

If there are any questions or requests regarding information contained within this Plan, please contact the local EMSA Director (Fire Chief).

Annex A: Municipality Organization

**TOWN OF GRAY
 ORGANIZATIONAL CHART**
 December 2021





Roles and Responsibilities:**1. Elected Officials**

- a. Implement direction, coordination, and policy-making functions, as necessary, to provide for optimum protection of public health and safety before, during, and after a declared state of emergency.
- b. Approve pre-planning, response goals, plans, and emergency accounting procedures.
- c. Provider representatives to the Emergency Operations Center, as requested.

2. Town Manager

- a. Direct and coordinate response that overlaps departmental lines or requires decisions as to which department(s) will perform various functions.
- b. Commit staff and resources of departments, in the absence of the department head, or if it is beyond the scope of the authority of the department head.
- c. Oversee public information regarding the disaster/emergency event and recovery operations.
- d. Authorize special purchasing due to emergency conditions.
- e. Authorize the release of emergency public information statements.

3. Emergency Management Director

- a. The Director shall be the executive head of the Emergency Response Team.
- b. The Director shall work under the general supervision of the Town Manager, with coordination occurring with the Town Council.
- c. The Director shall be responsible for the development, maintenance, and promulgation of the Town's Emergency Operations Plan.
- d. In preparation for and during declared emergencies, the Director may (upon consultation with Town Manager) utilize all Town facilities, personnel and resources to best protect public health, safety and welfare.
- e. Prepare and update the hazard risk and vulnerability assessment.
- f. Coordinate and maintain written mutual aid agreements with neighboring towns.
- g. Provide emergency management training to Town officials, planners, and responders.
- h. Attend Cumberland County emergency managers' meetings.
- i. Complete and report damage assessments to the Cumberland County Emergency Management Agency.
- j. Complete and submit application for emergency management/disaster funds and grants, as appropriate.

3.4. Fire Services

- a. Responsible for responding to incidents within the municipality, and to those locations that have established Mutual Aid Agreement (MAA), with the following types of services:
 - i. Fire suppression
 - ii. Heavy rescue operations
 - iii. Hazardous material incident response
 - iv. Emergency medical services
 - v. Search and rescue operations
 - vi. Chemical, Biological, Radiological, Nuclear, and high yield Explosives (CBRNE) monitoring.
 - vii. Evacuation recommendations, notifying evacuation authorities, and assisting in the dissemination of evacuation notification.
 - viii. Fire code enforcement
 - ix. Explosive device mitigation and response
 - This function will be referred to law enforcement with experience in the handling of explosives. Unified command will be set up and will consist of a minimum of Gray Fire Rescue, the bomb team leader and Cumberland County EMA.

4. Law Enforcement

- a. Responsible for responding to incidents within the municipality, and to those locations that have established MAA, with the following types of services:
 - i. Maintenance of law and order.
 - ii. Crowd, traffic, and restricted area control.
 - iii. Coordinate evacuations.
 - iv. Identify local emergency evacuation routes from high hazard areas.
 - v. Security measures, including protection of vital facilities.
 - vi. Provide security for the Emergency Operations Center, as needed.
 - vii. Assist in notification and warning to the general public.
 - viii. Assist with initial impact assessment.
 - ix. Coordinate security for the damaged areas, vital facilities, equipment, staging areas, and shelter operations.
 - x. Explosive device identification, mitigation, and response.

~~✖~~ Gray has no municipal police force and relies on contracted services from the Cumberland County Sherriff's Office for local law enforcement and policing.

5. Public Works.

- a. Responsible for responding to incidents within the municipality, and to those locations that have established MAA, with the following types of services:
 - i. Coordination of restoring public facilities, roads, and bridges.
 - ii. Debris and snow clearance on roads and streets.
 - iii. Providing equipment, supplies, and personnel as needed.
 - iv. Supporting traffic control measures – providing signage, detours and barricades.
 - v. Safety inspections – roads and bridges.

6. Buildings and Grounds, Code Enforcement.

- a. Responsible for responding to incidents within the municipality, and to those locations that have established MAA, with the following types of services:
 - i. Damage assessment for infrastructure and public facilities
 - ii. Providing equipment, supplies, and personnel as needed

7. The Gray Water District

- a. Responsible for responding to incidents within the community if necessary.
- b. Maintain communication with unified command regarding water supply and water quality.

Annex B: Operational Phases and Implementation

Five Phases of Emergency Management

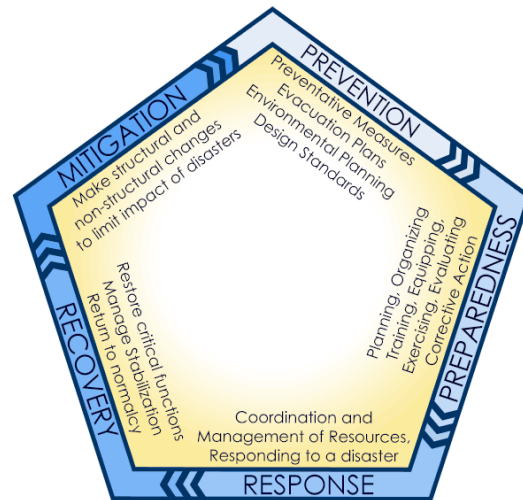
Prevention, mitigation, preparedness, response and recovery are the five steps of Emergency Management.

A. Prevention

Actions taken to avoid an incident.
Stopping an incident from occurring.
Deterrence operations and surveillance.

B. Mitigation

Refers to measures that prevent an emergency, reduce the chance of an emergency happening, or reduce the damaging effects of unavoidable emergencies. Typical mitigation measures include establishing building codes and zoning requirements, installing shutters, and constructing barriers such as levees.



C. Preparedness

Activities increase a community's ability to respond when a disaster occurs. Typical preparedness measures include developing mutual aid agreements and memorandums of understanding, training for both response personnel and concerned citizens, conducting disaster exercises to reinforce training and test capabilities, and presenting all-hazards education campaigns.

D. Response

Actions carried out immediately before, during, and immediately after a hazard impact, which are aimed at saving lives, reducing economic losses, and alleviating suffering.

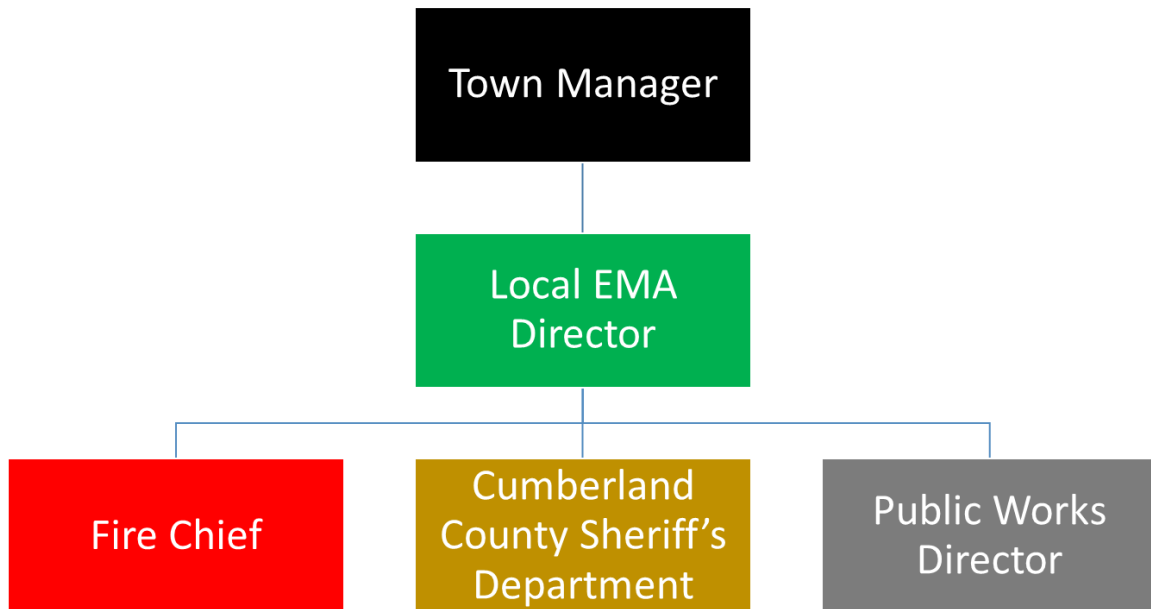
Response actions may include activating the emergency operations center, evacuating threatened populations, opening shelters and providing mass care, emergency rescue and medical care, firefighting, and urban search and rescue.

E. Recovery

Actions taken to return a community to normal or near-normal conditions, including the restoration of basic services and the repair of physical, social and economic damages. Typical recovery actions include debris cleanup, financial assistance to individuals and governments, rebuilding of roads and bridges and key facilities, and sustained mass care for displaced human and animal populations.

Municipality Response Structure (to include Roles & Responsibilities)

Command and control of an all-hazard event is a critical function that demands a codified framework for the preparation and execution of plans and orders. Emergency response organizations at all levels of government manage command and control activities somewhat differently depending on the organization's history, the complexity of the crisis, and their capabilities and resources. Management of response actions must therefore reflect an inherent flexibility in order to effectively address the entire spectrum of capabilities and resources. The structure can be seen in the figure below.

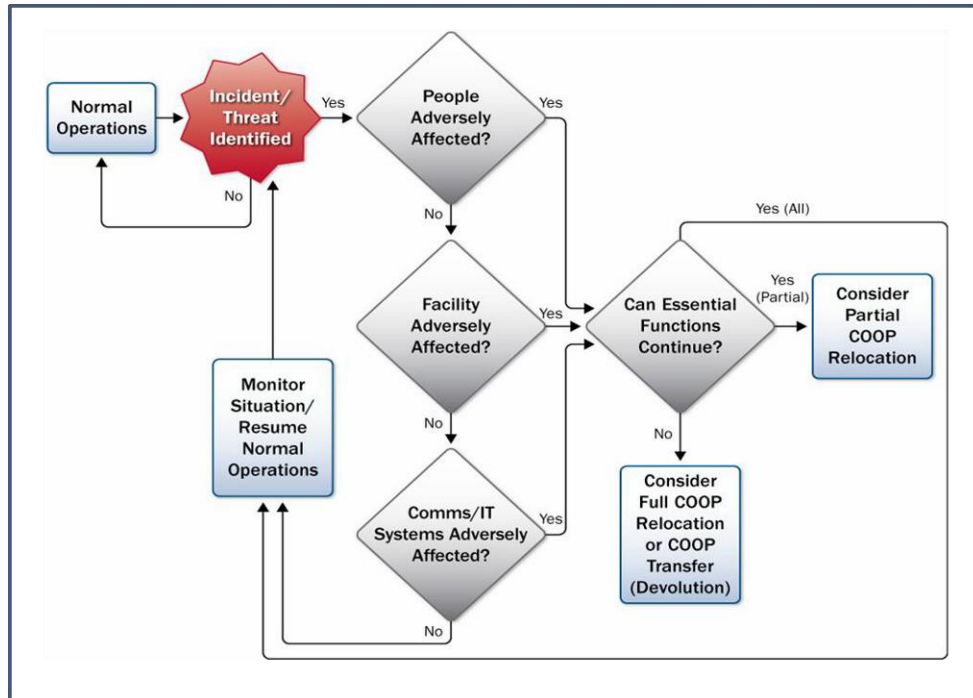


Activation Decision Process

Activation of any emergency process requires a detailed decision process, one that is flexible and scalable to meet the needs of the entire spectrum of potential events that could disrupt operations up to and including relocation of operations.

It may not be necessary to activate every aspect of the emergency plan for all emergency situations. A partial activation may be more appropriate. But that is something that should be considered, planned for, and implemented at appropriate times.

Under the Town’s current Emergency Management Ordinance, the Town Manager and/or EMA Director can activate the plan initially, but continuation of the activated state must be approved by the Council within five (5) days, or as soon as time permits to conduct the discussion safely.



Activation Levels and Triggers

For any emergency, numerous factors determine the level of response that is required to manage the incident. Each of those levels requires activation and deactivation triggers. The table below details the municipality’s anticipated activation levels and triggers.

Level	Trigger	Response
1	Known upcoming significant event.	Add additional staffing, partially staff the EOC.
2	Event that overwhelms the Town’s resources as well as mutual aid resources.	Full EOC activation. Notify CCEMA of the event. Set up unified command with all responding disciplines.
3	Multi-operational period event.	All the above. Request an IMAT team for assistance. Request the command van and a tactical dispatcher(s) from CCRCC.

The following scenarios illustrate situations that could mandate activating this plan:

- The municipality facility, or a portion of it, cannot accommodate normal business activities because of an unfavorable event such as structural or mechanical failure, fire, or minor explosion. In this case, partial relocation will be considered based on the situation.
- The municipality facility and surrounding areas temporarily cannot accommodate normal business activities due to an unfavorable event not originating there such as a nearby building collapse, air or water contamination, or loss of electrical power. In this scenario, partial continuity of operations relocation may occur.
- The region is closed to normal business activities due to a widespread utility failure, terrorism, natural disaster, significant hazardous material incident, or civil disturbance. Under this scenario, there may be uncertainty of additional events such as secondary explosions, aftershocks, or cascading utility failures. In this scenario, full relocation may occur.
- The municipality facility and personnel are unavailable to perform critical functions because of an extreme natural disaster, weapons of mass destruction crisis, or other similar catastrophic event. Under this scenario, relocation or devolution of functions may occur.

The activation process includes the following activities:

1. Occurrence of an event or the threat of an event.
2. Reviewing, analyzing, and deciding to activate emergency plans and procedures.
3. Alerting and notifying the emergency personnel of the need to activate.
4. Relocating, if necessary, to alternate sites.
5. Accounting for staff members.
6. Identifying available organizational leadership.
7. Making appropriate notifications to ensure all are aware of the plan activation and/or relocation.

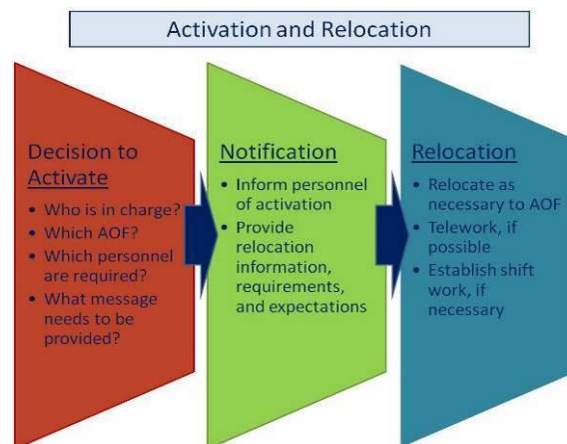
Implementation Options

The expected response to any event that disrupts operations can be divided into the three basic categories described below. It should be noted that in some situations, the best response may involve a combination of these options and, as always, extensive use of the

telework option will provide additional flexibility and capability and will be strongly encouraged as much as practicable.

- **Continuity Relocation:** When a primary operating facility becomes unavailable to support operations, municipality office personnel will relocate to a predetermined alternate work location. Examples of relocation scenarios would be significant flooding, power disruption, contamination events at a facility, or a threat or attack that renders the primary operating facility unsafe for occupancy.
- **Devolution.** Devolution is the capability to transfer statutory authority and responsibility for critical functions from the primary staff and facilities to predetermined staff and facilities that are capable of sustaining the operational capability for an extended period.
- **Social Distancing:** Infrastructure and facilities are generally viable and can support operations, however, in some scenarios, social distancing may be required. In order to minimize contact, only very limited numbers of personnel are required to report to work (generally by splitting staff between in-person and remote work). Protective measures and limited contact (social distancing) are imposed on the workforce. Personnel are encouraged to use telework as much as possible to perform their functions.

Activation and Relocation



Notification Process

Communicating with the staff, community members, and visitors we serve, all at the same time, is extremely challenging, especially during situations that can cause anxiety and panic. When fires break out, when extreme weather occurs, when earthquakes happen, and even when terrorism or active assailant incidents transpire, managers and

leaders have to have the ability and facility to reach their employees quickly and efficiently. These are the occasions wherein communication should actually be flawless and efficient. These systems enable managers and leaders to reach their employees in a reliable and efficient way, especially when the situation is a matter of life and death.

Notification of Municipal Leadership:

- The Town of Gray maintains a Phone Tree that can be initiated by whomever is in charge.
- The Town of Gray also uses a software program called Vigilance to maintain contact with all employees logged into their computers. Alerts can be initiated immediately, 911 notified, and a lock-down initiated if necessary.

Notification of Staff:

- On Duty Staff: On-duty staff will be notified utilizing the following means:
 - Vigilance
 - Word of mouth
 - Phone Tree
 - Email
 - Radio
- Off-Duty Staff: Off-duty staff will be notified utilizing the following means:
 - Phone Tree
 - Email

Notification of External Authorities:

- External authorities will be notified utilizing the following means:
 - Vigilance
 - Phone
 - Radio

Notification of Partners:

- Partners will be notified utilizing the following means:
 - Phone
 - Radio through Cumberland County Regional Communications Center (CCRCC)

Notification of Suppliers:

- Suppliers will be notified utilizing the following means:
 - Phone
 - Email
- If supplies cannot be ordered through normal means, then we would notify CCEMA of the need for resources or supplies.

Notification of Community:

- The community would be notified utilizing the following means:
 - Social Media – [Digital Media Coordinator](#)
 - Reverse 911 - [CCRCC](#)
 - Code Red - [CCRCC](#)
 - Door to door if necessary - [CCSO](#)

Relocation Process

If the decision to relocate is made, pre-identified personnel will immediately deploy to the alternate location to assume the performance of critical functions. Personnel who aren't part of that roster will be directed to return to their homes, or other safe locations, until further instructions are given.

Departure of Relocation Personnel

During duty hours with or without warning:

1. Pre-identified personnel will depart for the alternate facility, which is located in The Gray Public Library.
2. Notification will be made to the following parties:
 - CCEMA
 - Municipal officials
3. Personnel not deploying will receive instructions to proceed to their homes, or other safe locations, and await further instructions.

During Non-Duty Hours With or Without Warning

1. Deployable personnel will depart for their alternate work location utilizing their Personally Owned Vehicle (POV); and
2. Non-deployed staff will remain at their residence or current location to wait

for further instructions.

Situation Reports

Situation reports provide information regarding the emergency event and response. Situation reports help municipal leaders make informed decisions about how critical functions will be performed. The reports are also distributed to outside organizations, with appropriate need-to-know, to inform them of the municipality's response status. These reports should be distributed using a pre-determined schedule until the event is over.

Annex C: Risk Management

Risk Management is a comprehensive process that requires organizations to identify, assess, and prioritize risk. Organizations accept the risk or apply resources to mitigate or control the impact of the risk. The key to having an effective risk management program is understanding potential risks and the organization's relation to the risks. Organizations should conduct and document a risk assessment of all critical functions and services by completing a Business Impact Analysis (BIA) against all hazards at least every five years.

Types of Risk *(not all inclusive)*

- **Natural Hazards**
 - Meteorological – Temperature Extremes, Flooding, Dam/Lee Failure, Severe Thunderstorms (Wind, Rain, Lightning, Hail), Tornadoes, Windstorms, Hurricanes and Tropical Storms, and Winter Storms (Snow/Ice)
 - Geological – Earthquakes, Landslides, and Subsidence/Sinkholes
 - Biological – Infectious Diseases and Food-borne Illnesses
- **Human-Caused Hazards**
 - Accidents – Workplace Accidents, Entrapment/Rescue (Machinery, Water, Confined Space, and High Angle), Transportation Accidents (Motor Vehicle, Rail, Water, Air, Pipeline), Structural Failure/Collapse, and Mechanical Breakdowns
 - Intentional Acts – Labor Strikes, Demonstrations, Civil Disturbances (Riot), Bomb Threats, Lost/Separated Person, Kidnapping/Extortion, Hostage Incidents, Workplace Violence, Robberies, Sniper Incidents, Terrorism (Chemical, Biological, Radiological, Nuclear, and Explosives), Arson, and Cyber/Information Technology (IT) (Malware Attack, Hacking, Fraud, Denial of Service, etc.)
- **Technological Hazards**
 - IT – Communications Degradation/Outage, Loss of Connectivity, Hardware Failure, Lost/Corrupted Data, and Application Failure
 - Facility – Structural Damage, Fire Alarm Failure
 - Utility Outage – Communications, Electrical Power, Water, Gas, Steam, Heating/Ventilation/Air Conditioning, Pollution Control Systems, and Sewage Systems
 - Fire/Explosion – Fire (Internal) and Explosion (Chemical, Gas, or Process Failure)

- Supply Chain Interruption – Supplier Failure and Transportation Interruption
- Hazardous Materials – Hazardous Material Spill/Release, Radiological Accidents, HAZMAT Incident Off-Site, Transportation Accidents, and Natural Gas Leak Supplies

Risk Assessment Approach

In order to help determine what the greatest probable risks and threats are, the following categories were considered in the performance of the assessment:

- Probability – Likelihood of this incident occurring.
- Human Impact – Possibility of death or injury.
- Property Impact – Physical losses and damage.
- Business Impact – Potential Disruption of Services.
- Preparedness – What planning, training, and preparedness activities have been done.
- Internal Response – Timeliness, Effectiveness, and Resource Allocation.
- External Response – Community/Mutual Aid staff and supplies.

The Town of Gray participated in the development of the Cumberland County THIRA and uses that risk assessment as a basis for preparing for emergencies in the Town of Gray.

Results of the assessment are used to correct deficiencies and reduce risks. Results also assist in operational and resilience planning, training, and exercising.

The Hazard Vulnerability Assessment for Town of Gray is maintained by the Municipality Manager, local EMA Director, and CCEMA, both in hardcopy and electronically, and are review and/or updated annually.

The chart below lists the threats and hazards that are most likely to affect the Town of Gray based on future likelihood as well as historical information. This chart is not all inclusive.

Threats and Hazards - Natural	Likelihood 1=Low 2=Medium 3=High	Significance 1=Low 2=Medium 3=High	Visibility Local Regional National	Vulnerability Percentage of population likely to be affected 1=<1% affected 3=1-10% affected 5=>10% affected	Critical infrastructure or key resources that may be affected.
Severe Summer Storms	2	3	Local & Regional	5	Road access, power supply, fuel supply.
Severe Winter Storms	2	3	Local & Regional	3	Road access, power supply, fuel supply.
Temperature Extremes	3	3	Local, Regional & National	3	Road access, power supply, fuel supply.
Hazardous Material Release	1	3	Local & Regional	3	Road access, water supply, power supply
Power Failure	2	3	Local & Regional	3	Heating and cooling. Food preservation.
Cyber Incident	3	3	Local & Regional	1	Water supply

Annex D: Response Options

Organizational Response Options

There are only four potential response options to any emergency incident. They are:

- a. **Shelter-in-Place.** Sheltering-in-place means staying inside whatever building you happen to be in at the time of an emergency or, if you are outside, going into an undamaged building nearby and staying there for a period that may last hours to several days.
- b. **Evacuation.** Evacuation is the urgent immediate egress or escape of people away from an area that contains an imminent threat, an ongoing threat to lives or property.
- c. **Relocation (Continuity of Operations).** The transfer of operations from its primary location to another pre-determined location. Relocation utilizes the day-to-day staff, just working from a different location.
- d. **Devolution.** The transfer of operations from a primary location to another pre-determined location. Devolution utilizes the completely separate staff from day-to-day personnel, which often means there is a degradation in performance.

For more information regarding how these options would be implemented, please refer to the organization-specific plans.

Annex E: Hazard Mitigation Plan

The Town of Gray has adopted the County Hazard Mitigation Plan, which can be found [HERE](#).

Of particular concern for the Town of Gray is the water supply system. We currently draw the majority of our water from the area designated as Wellhead 1, approximately along Shaker Road from Main Street to the I-95 bridge. The concern we face is that the Maine State Turnpike runs directly through this zone. If we were to have a hazardous material spill on the turnpike, everyone that subscribes to the Gray Water District could potentially be affected.

Annex F: Continuity of Operations Plan

During an emergency incident, the organization's functions could be hampered or completely prevented from being performed. Any time that a function is prevented, or seriously hindered, from being performed, considerations need to be made to move those functions to a safer environment, where they can be performed more easily until they can Return to Operations (RTO).

Function	RTO	Organizations/Partners Involved
Town Clerks	2 days	Town of New Gloucester; Town of Cumberland
Public Works	2 hours	Gray DOT Camp
Fire Department	1 hour	Public Works, DOT Camp, Town of New Gloucester
All town office services	2 days	Town of New Gloucester
Transfer Station	Unk.	Private waste haulers
Child Care	2 days	Town of New Gloucester, MSAD-15

Continuity of Operations is where those functions are moved to a pre-determined location, with day-to-day personnel relocating to another facility to perform the functions. Pre-incident planning needs to be done to ensure the proper resources are available at the alternate operating location, to make the transition as seamless as possible.

Here are the Town of Gray's continuity implementation procedures:

- Determine how long building will be untenable. This will be determined by the Buildings and Grounds Director who may call in structural engineers as needed.
- Determine whether functions of organization should be delayed until reoccupation is permitted, or if services should be provided from another location.
- If services are to be provided from another location, determination must be made on where that location will be, and what resources are needed to become operational.
 - Known items needed other than basic necessities.
 - Office or desk space for those required to work.
 - Phone service for each.
 - Computer with internet access for each.

- Transfer Station operations could be provided by contracting with waste haulers setting up a series of dumpsters that people could use. Waste streams would be limited to household trash only, and bulky waste and recycling would not be accepted. Possible locations to set up temporary waste collection may include:
 - MSAD-151 school parking lots on Libby Hill Road
- Once operational, notifications must be made to municipal leadership, staff, partners, and general populace about new operating location.
- Some relocation options available to the Town of Gray:
 - Municipal services can move to the Gray Public Library
 - Appropriate departments might move equipment and / or operations to facilities of neighboring municipalities (ex. New Gloucester Fire Station)

Interlocal agreements with neighboring municipalities to provide municipal services from their offices (ex. Clerk’s functions, Code Enforcement – Local Plumbing Officer Inspections)

Orders of Succession and Delegations of Authority

It is critical to establish a clear line of succession should an organization’s leadership becomes incapable of performing its legal and authorized duties, roles, and responsibilities. The designation of a successor enables an alternate individual to serve in the same position as a principal in the event of that principal’s death, incapacity, or resignation. Orders of succession provide clarity of leadership to personnel when individuals serving in senior leadership, key decision-making, or management roles are unavailable.

Orders of succession are a formal and sequential listing of positions (rather than specific names of individuals) that identify who is authorized to assume a particular leadership or management role under specific circumstances. The Town Council Chairperson will be notified as soon as possible if this process needs to be implemented.

Order of Succession for Manager
Emergency Town Manager
Emergency Management Director
Public Safety Director

Public Works Director
Town Council Chair

Essential Records Management

Essential records are information systems, technology, applications and infrastructure, electronic and hardcopy documents, references, and originals and/or copies of records needed to support the continued performance of continuity operations during a continuity activation. The identification, protection, and availability of electronic and hardcopy essential records and electronic information systems needed to support essential functions during all-hazards emergencies are critical elements of a successful continuity plan and program.

Organizations must also protect information that is needed to resume normal operations for reconstitution. Each organization has different functional responsibilities and business needs. An organization decides which records are essential to its operations and then assigns responsibility for maintaining current copies of those records to the appropriate personnel. Organizations should have multiple copies of their essential records in several locations stored on redundant media and in virtual storage environments.

Essential Records Categories include the following:

1. **Emergency Operating Records:** Records and electronic information systems essential to the continued functioning or the reconstitution of an organization during and after a continuity activation. Examples of these types of records are emergency plans and directives, orders of succession, delegations of authority, staffing assignments, and related policy or procedural records. These records provide an organization's personnel with the guidance they need to continue and resume normal operations.
2. **Legal and Financial Rights Records:** Records that are critical to carrying out an organization's essential legal and financial functions. These records are vital to the protection of the legal and financial rights of individuals who are directly affected by that organization's activities. These records include those with such value that their loss would significantly impair the execution of essential organization functions to the detriment of the legal or financial rights and entitlements of the organization and the affected individual(s). Examples of these records are accounts receivable files, contracting and acquisition files, official personnel records, Social Security, payroll, retirement, insurance records, and property management and inventory records. Legal and financial rights records considered critical for continued performance of essential functions should be included in the Emergency Operating Records and accessible at all potential operating locations.

Electronic records could be processed with minimal set up or disruption by using the network currently in place. Hard copy records could be made available within a week provided none were destroyed.

Communications and Information Management

The success of any emergency response depends on the availability of robust and effective communications systems. An organization’s ability to execute essential functions depends on the availability of an effective communications system. Communications systems must support connectivity among key leadership, internal elements, other organizations, and the public under all conditions. Communications capabilities must also be interoperable and reliable to enable communications involving multiple organizations.

Department	Basic Connectivity						Mobile/In-Transit	Additional Capabilities					
	Phone/Fax		Data Network, Email, and Scanning		Conference			Alt	Government Emergency Telecommunications Service	Wireless Priority Service	Telecommunications Service Priority	Physically Diverse Data Networks	Emergency Power
	Telephone	Facsimile	Wired Internet Access	Wireless Network Access	Telephone Conferencing	Video Conferencing							
Town Office	X	X	X	X	X	X		X	X	X	X	X	X
FD/EMS	X	X	X	X	X	X		X	X	X	X	X	X
CCSO	X	X	X	X	X	X		X	X	X	X	X	X
PW	X	X	X	X	X	X		X	X	X	X	X	X
B&G	X		X	X				X	X				X

Communications Capabilities:

- Telephone and Facsimile
 - Telephone (Voice over Internet Protocol or VOIP)
 - Facsimile
 - Backup telephone handsets for use on existing Facsimile lines in the event of an Internet failure effecting VOIP
 - [Portable Radios](#)
- Data Networks, Email, and Scanning
 - Wired Internet Access – Otelco, [Spectrum\(?\)](#)
 - Wireless Internet Access – Otelco service, Linksys routers
- Conferencing
 - Telephone conferencing (VOIP)
 - Video Conferencing
- In-Transit Communications
 - Mobile Telephone
 - Emergency radio communications linked to CCRCC (Cumberland County Regional Communications Center)
- Additional Capabilities
 - Physically Diverse Data Networks
 - Emergency Power

Annex G: Hazardous Materials (HAZMAT) Response Plan

The Gray Fire Rescue Department is trained to the Operations Level and also employs a number of HAZMAT Technicians capable of evaluating a situation to determine what additional resources will be needed to mitigate the situation.

1. Resources available:
 - a. Portland Fire Department HAZMAT Team
 - b. South Portland HAZMAT Team
 - c. ChemTrec (*see glossary*)
 - d. Local experts

Annex H: Mass Care Considerations

Gray New Gloucester High School

Shelters and Centers: Warming and Cooling Centers can provide residents the ability to warm up or cool down. In cases of power outages, they can recharge cell phones and laptops. It is important to provide a location where people can relax for a bit and also share information.

In more extreme cases we may need to open a Shelter. This would provide overnight accommodations, showers and food. It is also important to provide facilities for pets. Most people will not leave their pets behind and they won't take advantage of a shelter for that reason.

The Gray New Gloucester High School is located on Libby Hill Road, adjacent to the Gray Central Station located on Shaker Road north of the I-95 bridge. This location has been designated as possible site for Mass Sheltering and Mass Care & Feeding. An excerpt from the "Gray New Gloucester High School Regional Shelter Survey" is included later in this Annex.

The Gray Public Library is located on Hancock Road in the Gray Village, and is routinely used as a cooling and warming center.

Hours of operation:

This location would be available during normal hours of operation.

~~Sun: —CLOSED~~

~~Mon: —CLOSED~~

~~Tue: —9:30AM —7PM~~

~~Wed: —9:30AM —7PM~~

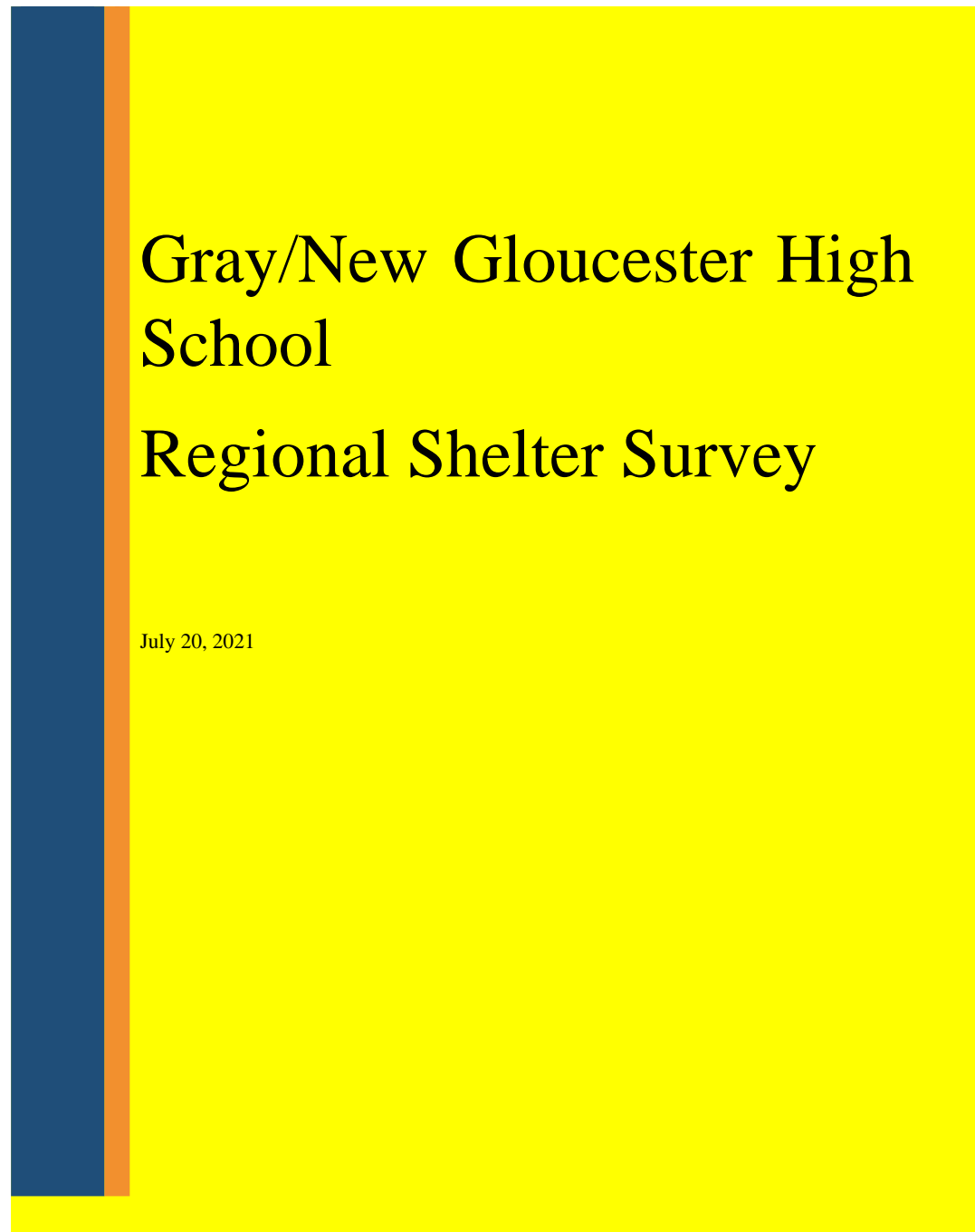
~~Thur: —9:30AM —6PM~~

~~Fri: —9:30AM —5PM~~

~~Sat: —9:30AM —3PM~~

In times of an emergency, the Town can make arrangements to extend the hours and add weekends.

The Newbegin Gym is located on the Pennell Campus on Main Street in the Gray Village, and unless being used by the Recreation Department / KidsClub could provide an alternative location for ~~these activities~~ a warming and cooling center.



F. Overview

On July 20, 2021, the following partners conducted a walk-through of the Gray/New Gloucester High School to pre-plan its use as a Regional Shelter:

- Ron Jones, CCEMA
- Margaret Cushing, CCEMA
- Paul Duclos, ARC
- Kurt Elkanich, Gray EMA
- Kerri Foley, ARC
- Jason Martel

As a result of this walk-through and subsequent meetings and communications, the Gray/New Gloucester High School Regional Shelter has been developed. This document has been distributed to the following key partners:

Name	Agency	Title
Margaret Cushing	Cumberland County EMA	EM Coordinator
Kurt Elkanich	Gray Fire Dept.	Fire Chief/EMA Director
Paul Duclos	Red Cross	Survey Volunteer
Diane Boucher	MSAD 15	Dir. Finance/Operations
Jason Martel	MSAD 15	Facilities Manager

Contact Information

Diane Boucher dboucher@sad15.org 657-9202
 Jason Martel jmartel@sad15.org 207-657-9485 207-320-0469

G. Overview

- Gray New Gloucester High School is located at 10 Libby Hill Road in Gray.
- (43°54'10.40"N/70°20'59.68"W), Cross street: Shaker Road.
- The building was constructed around 1960, with additions in 1972, 1976, 1987 and 2008. It was renovated in 2017.
- The north section of the building will be used to house clients. Every effort will be made to limit contact between students and clients.
- According to ARC shelter recommendations, the school can accommodate 500 for evacuation (24-48 hours) and 250 for a post disaster shelter (3-5 days).



H. Emergency Power

- The generator has limited capacity to heat and power the facility. It partially serves the kitchen. It may be necessary to provide an auxiliary generator if there are clients with electricity dependent medical equipment.



I. Shelter Parking

- There are multiple parking lots around the building. There is one accessible parking space near the entrance. Others can be designated through cones or signage.

**J. Entrance**

The shelter entrance is on the east side of the building. It is in the glass lobby. Doors are not marked. Signage will be needed to direct shelter residents to the appropriate location.



K. Registration

Registration will take place in Room 165, directly off from the lobby.

**L. Functional Assessment Service Team**

The FAST team will be set up in Room 165, across the corridor from the gymnasium.

**M. First Aid/Health Services**

- Health Services will be close to the FAST room, in 164.



N. Dormitory Area

- The gymnasium will serve as the dormitory area. Floor covering may be available.



Gymnasium



Floor Coverings

The Locker Rooms are behind the gym and have accessible accommodations.



There is a concession stand directly in front of the gym where snacks will be served. No food or drinks are allowed in the gymnasium.



O. Kitchen and Eating Areas

- The kitchen is equipped with a gas stove top, steam tables, and refrigerator/freezers.



The Dining Area, Room 115, is beside the kitchen, and encompasses both the kitchen level and the area in front of the stage. This area also doubles as the auditorium for large gatherings.



Shelter Staff Areas

The Staff area is in Room 145, in the same corridor as the Quiet and Spiritual Care Rooms.



A. Quiet Room

Room 149 is designated as a Quiet Room for those needing respite from the noise of the dormitory.



B. Spiritual Care

Room 147 is designated as the Spiritual Care area. The restrooms are located across the corridor from this room, allowing access to water.



C. Children’s Play Area

- The Auxiliary gym will be used as the Children’s Play area. This room has access to the Courtyard, which will be utilized as an outdoor area for the children.

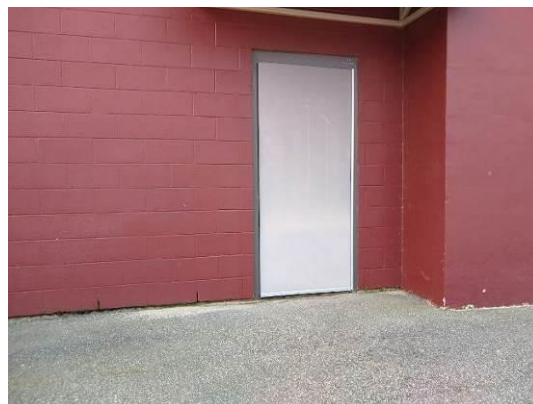


A. CCART (Cumberland County Animal Response Team)

The Animal Response Team will use rooms 132 and 133. The Registration area will be the corridor between the two rooms.

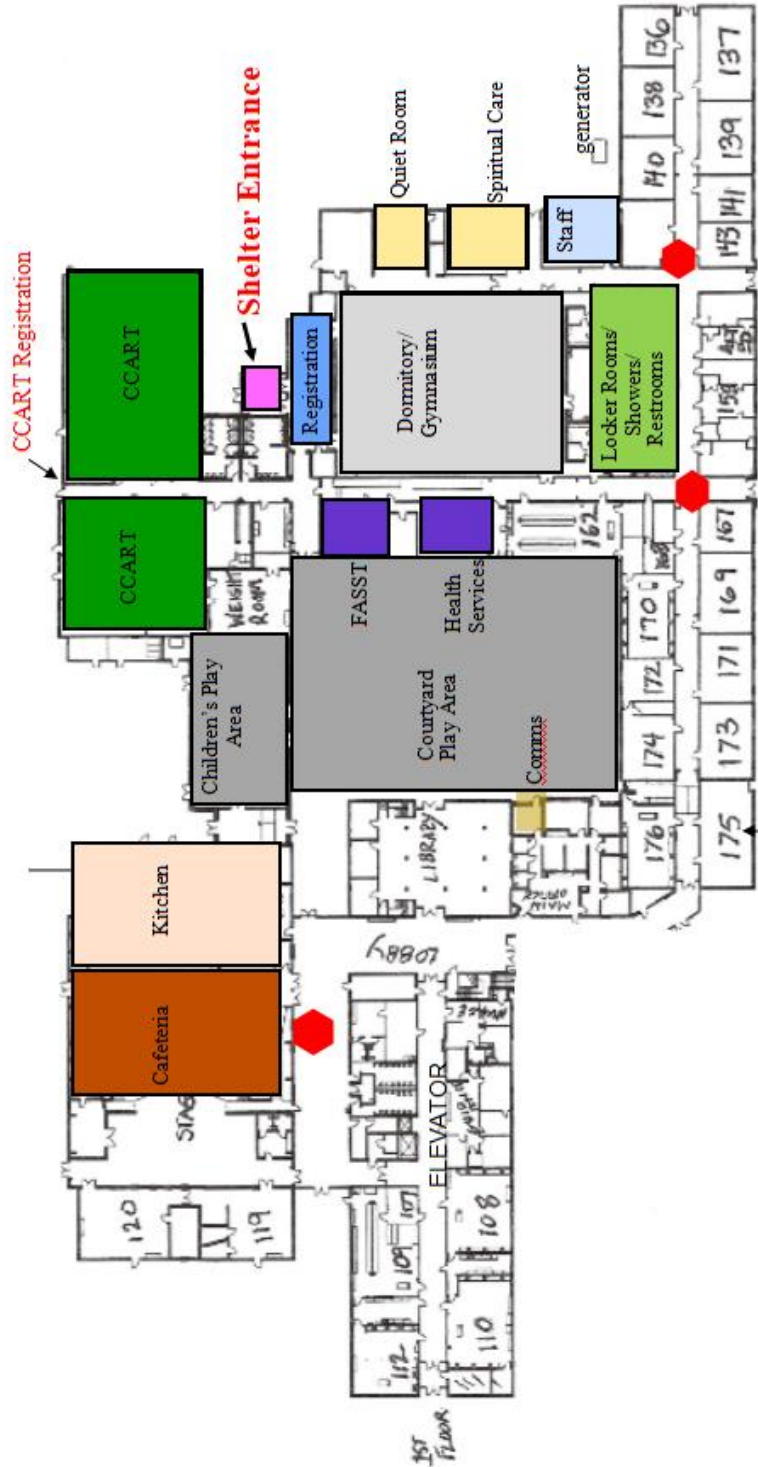


The CCART entrance will be on the north side of the building. Signage will be necessary to guide shelter clients to the appropriate places.



A. WSSM

The Communications room is on the west side of the Courtyard behind the library.



The actual plan of operations is still being developed by CCEMA.

Annex I: Emerging Infectious Disease Considerations

1. During the initial stages of a medical related emergency the Town EMA Director will consult with the Towns Board of Health for guidance. If needed, once the CDC gets involved the Town Gray will adhere to their recommendations. Generally speaking, the Town of Gray will follow CDC recommendations.
2. Engineering already in place.
 - a. Plexiglass barriers have been installed at aAll locations where Town Staff will be interacting with the public on a regular basis, the town can quickly install plexiglass using existing mounting brackets.
 - b. Buildings and Grounds crews are well trained in the proper use of disinfectants and the steps needed to be taken in the event of an exposure.
 - c. The infection control officer in conjunction with HR and the Town manager is in charge of disseminating the information provided by the CDC.
 - d. The Town manager will make the final call on what the Town will require for personal protective measure in all town buildings.
 - e. In any case where Maine EMS requires procedures stricter than what the Town is requiring, the fire department will follow Maine EMS requirements.
 - f. The Town has made provisions and has a policy in place for remote work that will be followed in the event of the need to limit the workforce on site.

Annex J: Point of Distribution (PoD) Structure

Under Development Framework

County Map of Locations (Primary and Alternate)

Activation Triggers

Community Assignments

PoD Site Schematics and Procedures

Procedure

Once it becomes apparent that it is likely that we will need to set up a CPoD we will need to notify the Maine Turnpike Authority that we will be using the Pard and Ride, place signage at the entrance to the lot informing commuter that the lot is closed. If vehicles are still in the lot after 48 hours, with the assistance of CCSO, the vehicle owners will be notified that all cars need to be removed. As a last resort vehicles may need to be towed off the site to a location determined by local towing companies. Cumberland County Regional Communications will maintain a record of all vehicles that are towed in an effort to facilitate the recovery of the vehicles by their owners.

Contact will be made with the American Legion to staff and manage the Distribution Site.

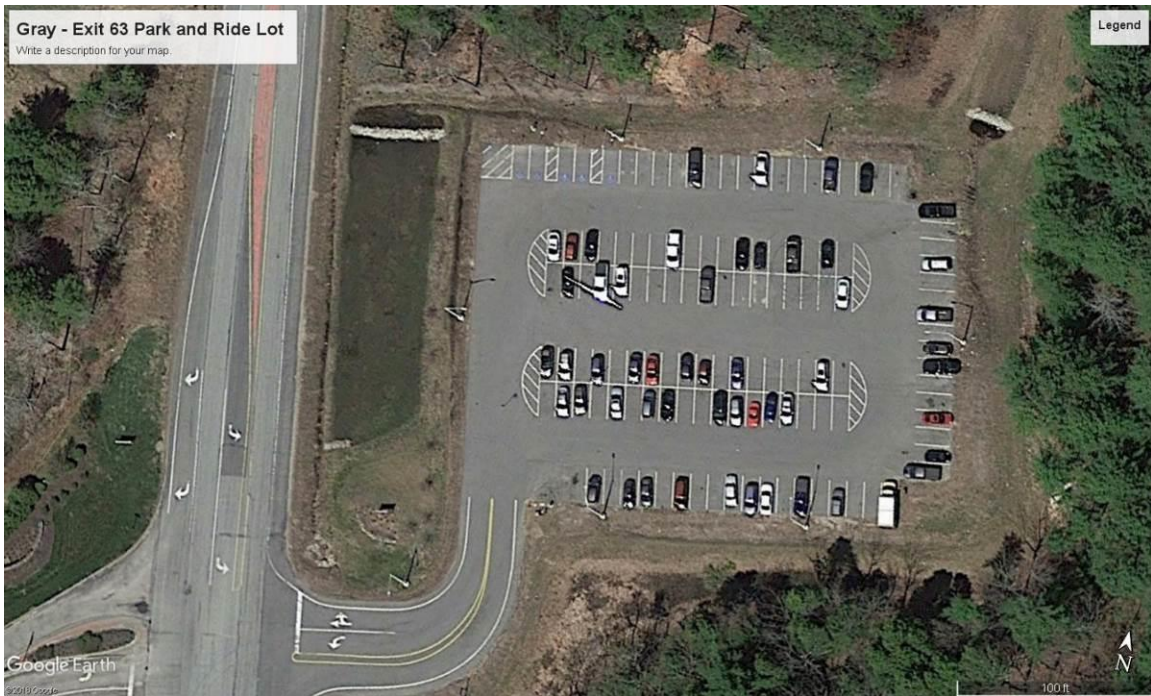
Commodity Distribution

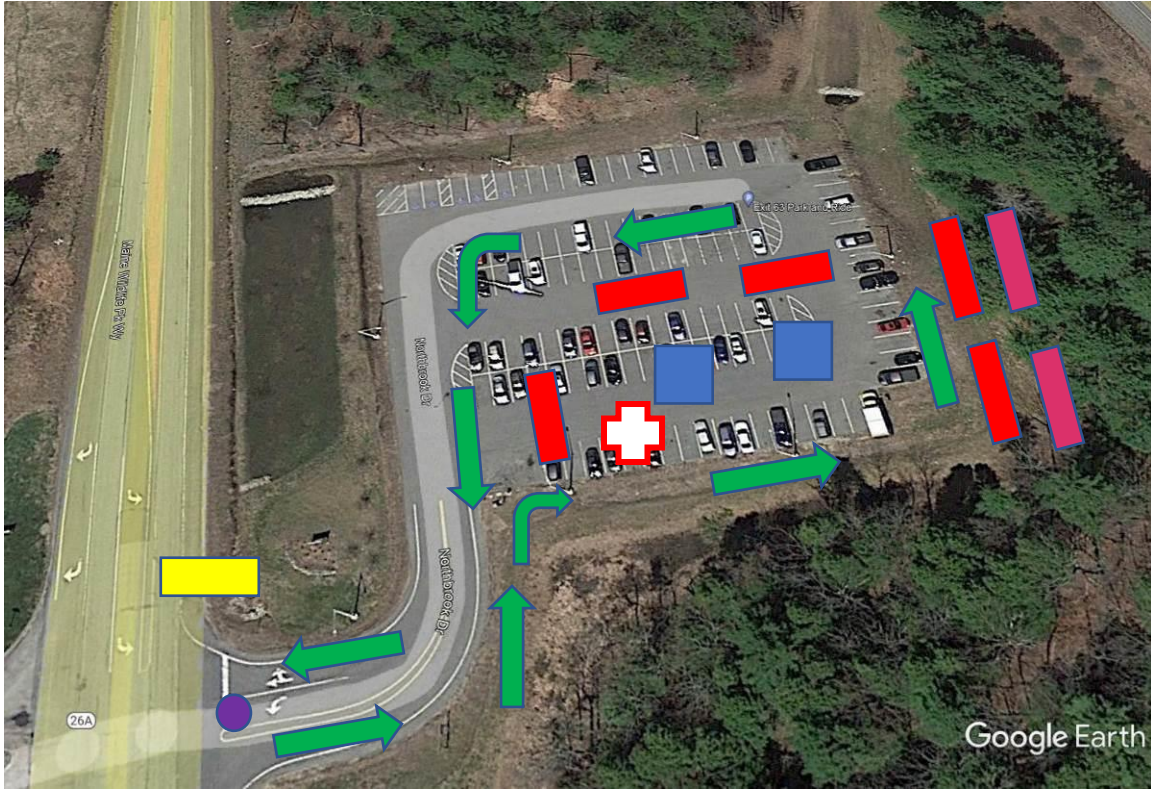
Commodity Distribution

Site-Specific Plan

Gray - Exit 63 Park and Ride Lot

Final Version: 08/15/2019





C-POD Layout Key

-  • Yellow Arrow – Alternate Entrance
-  • Green Arrow – Flow of Traffic
-  • Blue Squares – Pallets of Commodities
-  • Pink Rectangle – Supply Truck
-  • Purple Circles – Traffic Control
-  • Red Circles – Security
-  • Blue Triangle – Rest Area for staff
-  • Yellow Square – Signs
-  • Red Rectangle – Cones/Barricade
-  • Yellow Circle with Black with white outline Arrow and Thick Border – Picture Locations

Annex K: Reconstitution/Recovery

Damage Assessment

Damage assessment and safety inspections will take place concurrently with, and in support of, other response and recovery activities. These activities will prioritize critical infrastructure and whenever possible, work with sectors/geographic areas utilized for debris management activities.

The municipality will need to carry out an initial damage assessment for resources within the municipality, and detailed safety inspections of municipality resources and other critical resources. The municipality's primary responsibilities will be to:

- Maintain and share situational awareness of damage and repair efforts.
- Document damage claims for FEMA and [the](#) municipality insurance carriers.

Damage assessment information is required as part of the disaster declaration process. That process includes the following steps:

- Municipality provides an initial damage assessment (IDA) to the county, estimating monetary damages.
 - If Public Assistance is sought, the assessment includes information on damages to infrastructure, public facilities, and essential facilities (such as school). It will also include estimated costs for debris removal, emergency work and emergency protective actions.
 - If Individual Assistance is sought, the IDA also includes information regarding damages to private residences and businesses.
- Cumberland County submits the IDA to the Maine Emergency Management Agency (MEMA), including information about all damages within the county.
- If thresholds are met, the state and/or FEMA initiate a joint Preliminary Damage Assessment (PDA). In which state and federal staff visit damaged areas and independently assess damages.

Debris Management

Debris removal operations are defined as the “cradle to grave” activities to collect eligible disaster-related debris from the public Right of Way (ROW) and facilities and transport the debris to a temporary or permanent disposal site.

Debris removal operations typically begin within 2-5 days following a major debris generating event. This allows time for affected citizens to return to their homes and

begin the clean-up process. Residents then place the debris on the public rights-of-way for collection.

The process of Debris Management is critical to recovery efforts. Proper documentation must be done to submit for federal assistance in the event a disaster is declared.

1. Pictures with addresses or latitude and longitudes where the debris was picked up from are critical when filing for compensation.
2. If debris is hauled by independent contractors for recycling or disposal, shipping information logs must be maintained to include the trucking outfits name, contact information, type of debris hauled, amount hauled and the final destination. Cradle to grave records must be kept for all debris disposed of.

Annex L: Training, and Exercise (T&E) Program

An effective T&E program is necessary for organizations to prepare and validate emergency management plans and programs, to verify the organization's ability to perform its critical functions during a change in normal operating conditions. The T&E of capabilities is essential to demonstrating, assessing, and improving an organization's ability to execute its mission, and the plans and procedures designed to continue it.

Lessons learned from T&E activities will be used to modify/update plans and procedures, to ensure the safety of patients and personnel, and then retested during subsequent T&E activities.

Elements of the T&E Program

- **Tests:** Demonstrates the correct operation of all equipment, procedures, processes, and systems that support an organization's infrastructure. This ensures that resources and procedures are kept in a constant state of readiness. Testing an organization's policies, plans, and procedures cultivates better organizational knowledge, identifies gaps in coverage, and validates existing plans and programs.

Testing			
Frequency	Type of Test (Notification, Comms Equipment, Personnel Accountability)	Location of Testing Records	Point of Contact for Test
Annual	Fire Alarm	Buildings and Grounds Department	Buildings and Grounds Director
Annual	Security System	Buildings and Grounds Department	Buildings and Grounds Director
Annual	Fire Sprinkler Systems	Buildings and Grounds Department	Buildings and Grounds Director
TBD	IT Testing	IT Department	IT Director
Annual	Hard Wired Telephone Testing	Public Safety Department	Public Safety Director, IT Director

- **Training:** Familiarizes personnel with their roles and responsibilities to support the performance of an organization's emergency operations. Training results in a better understanding of an organization's resilience program, processes, and procedures.

Training			
Frequency	Type of Training (General, Leadership, IMT)	Scenario/Scope	Intended/ Actual Participants
Annual	Fire extinguisher training	Proper use of a fire extinguisher. Proper monthly inspection. Record keeping.	All Staff
In the works	Active threat training	How to respond to an active threat.	All Staff
Annual	BOLS mandatory trainings	All BOLS mandatory trainings for new hires and annually for all staff.	All new hires and all staff.
In the works	Biannual EOP training tabletop. Biannual full-scale training.	Talk through the steps of activating the EOP. Make sure all the contact information is correct.	Tabletop – department heads. Full-scale all staff.
Annual	EOC Operations	Stand up the EOC. Conduct radio tests. Conduct modeling software tests and updates. Verify contact information for all partners	Local EMA Director and EOC staff.

- Exercises:** An exercise is an instrument to train for, assess, practice, and improve capabilities in a risk-free environment. Exercises can be used for testing and validating policies, plans, procedures, training, equipment, and interagency agreements; clarifying and training personnel in roles and responsibilities; improving coordination and communications; improving individual performance; identifying gaps in resources; and identifying opportunities for improvement.

Exercises			
Frequency	Type of Exercise (Drill/Tabletop/ Functional Exercise)	Scenario/Objectives	Intended/Actual Participants
Bi-annually	Fire Drill	Evacuate the building(s) to specified rally points, maintain accountability and report to first responders.	All staff and citizens.

Lessons Learned and Corrective Actions

All TT&E activities will be documented, to include the type of training conducted, the date of each training session, those completing the training, and by whom the training was given.

After Action Report (AAR)

The purpose of an AAR is to document the significant outcomes, strengths, and areas of improvement identified through the conduct of real-world or exercise scenarios. This analysis also helps to identify gaps in current policies, plans, and procedures so that targeted corrective actions can be developed to build on strengths and to address areas for improvement.

Lessons Learned Program

The lessons learned programs is used to incorporate and track lessons learned from training, drills, and actual incidents. The goal is to ensure that updates are made to plans and procedures based upon things observed and/or encountered in real-world or training venues.

Corrective Action Program

The Corrective Action Program (CAP) assists in the documenting, prioritizing, and resourcing of programmatic and procedural issues that are identified throughout the assessment process. After an assessment of an exercise or actual incident, a corrective action plan addressing the issue is developed within 30 working days upon receipt of the final report. A timeline is developed to complete the corrective action. Corrective actions addressing procedure revisions or training of personnel should be completed before the next self-assessment of the program.

Documentation

All real-world incidents and TT&E events will be documented using the Quick Look Report (QLR) template developed and distributed by Cumberland County Emergency Management Agency. This QLR will include:

- Date/time and details of the incident
- Organizations/personnel who participated/responded
- Strengths or positive aspects of response
- Identification of deficiencies and opportunities for improvement
- Estimated time for remediation

Annex M: Glossary & Acronyms

Acronyms

AAR	After Action Report
AOF	Alternate Operating Facility
ARC	American Red Cross
BIA	Business Impact Analysis
CAP	Corrective Action Program
CBRNE	Chemical, Biological, Radiological, Nuclear, and Explosives
CCART	Cumberland County Animal Rescue Team
CCEMA	Cumberland County Emergency Management Agency
CCRCC	Cumberland County Regional Communications Center
CDC	Centers for Disease Control and Prevention
CFR	Code of Federal Regulations
CHEMTREC	HazMat questions – 1-800-424-9300
CODE RED	Similar to reverse 911 only for Cell Phones using geo-base
C-POD	Commodity Point of Distribution
EID	Emerging Infectious Diseases
EMA	Emergency Management Agency
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FEMA	Federal Emergency Management Agency
FAST	Functional Assessment Service Team
HAZMAT	Hazardous Materials
IDA	Initial Damage Assessment
IMAT	Incident Management Assistance Team
IT	Information Technology
MAA	Mutual Aid Agreement
PDA	Preliminary Damage Assessment
POD	Point of Distribution
POV	Personally Owned Vehicle
ROW	Right of Way
RTO	Recovery Time Objective
T&E	Training & Exercise
U.S.C.	United States Code
WSSM	Wireless Society of Southern Maine

Glossary

Activation – The implementation of an emergency plan or procedure, whether in whole or in part.

Alternate Sites – Locations other than the primary facility, used to carry out critical functions or services following activation of the organization’s resilience plan, either in part or whole. These sites refer to not only other facilities and locations but also work arrangements such as telework and mobile work.

Catastrophic Emergency – Any incident, regardless of location, that results in extraordinary levels of casualties mass casualties, damage, or disruption severely affecting the U.S. population, infrastructure, environment, economy, or government functions.

Communications – Voice, video, and data capabilities that enable organizational leadership and staff to conduct the functions and services of the organization. Robust communications enable leadership to receive coordinated and integrated policy and operational advice and recommendations.

Corrective Action Program (CAP) – An organized method documenting and tracking improvement actions for an organization’s resilience program.

Critical Functions/Services – A subset of organizational functions that are determined to be critical activities. These critical functions are then used to identify supporting tasks and resources that must be included in the organization’s resilience planning process.

Essential Records – Information systems and applications, electronic and hardcopy documents, references, and records needed to support essential functions during an emergency. The two basic categories of essential records are emergency operating records and rights and interest records. Emergency operating records are essential to the continued functioning or reconstitution of an organization. Rights and interest records are critical to carrying out an organization’s essential legal and financial functions and vital to the protection of the legal and financial rights of individuals who are directly affected by that organization’s activities. The term “vital records” refers to a specific sub-set of essential records relating to birth, death, and marriage documents.

Event – a scheduled nonemergency activity (e.g., sporting event, concert, parade, training exercise, large convention, fair, large gathering, etc.).

Incident – An occurrence or event, natural or manmade that requires a response to protect life or property, with little or no warning. Incidents can include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Leadership – The senior decision makers within an organization who have the responsibility for the planning, implementation, and execution of the organization’s emergency planning and programming. Depending on the organization, directors and managers may also serve in guiding the organization and making decisions.

Normal Operations – Refers to the broad functions undertaken by an organization when it is assigned responsibility for a given functional area; these functions include day to day tasks, planning, and execution of tasks.

Plan – A proposed or intended method of getting from one set of circumstances to another. A plan is often used to move from the present situation towards accomplishing one or more objectives or goals.

Primary Operating Facility – The facility where an organization’s leadership and staff operate on a day-to-day basis.

Recovery – The implementation of prioritized actions required to return an organization’s processes and support functions to operational stability following a change in normal operations.

Resilience – The ability to prepare for and adapt to changing conditions and recover rapidly from operational disruptions. Resilience includes the ability to withstand and recover from deliberate attacks, accidents, or naturally occurring threats or incidents.

Risk - The potential for an unwanted outcome resulting from an incident, event, or occurrence, as determined by its likelihood and the associated consequences. A given risk may degrade or hinder the performance of an organization’s critical functions and affect critical assets associated with continuing operations.

Training, and Exercises (T&E) – Activities designed to familiarize, impart skills and ensure viability of emergency response plans. T&E measures an organization’s planning to verify that it is capable of supporting the continued execution of the organization’s critical functions throughout the duration of an emergency incident or event.

Annex N: Authorities and Resources

AUTHORITIES:

- 1) Presidential Policy Directive (PPD) 8, *National Preparedness*
- 2) PPD 40, *National Continuity Policy*, July 15, 2016.

REGULATORY STANDARDS:

- 1) Maine PL 1983, C. 146, § 783. Disaster emergency plan

RESOURCES:

- 1) National Prevention Framework, Second Edition, June 2016
- 2) National Protection Framework, Second Edition, June 2016
- 3) National Mitigation Framework, Second Edition, June 2016
- 4) National Response Framework, Third Edition, June 2016
- 5) National Disaster Recovery Framework, Second Edition, June 2016
- 6) National Incident Management System, October 2017
- 7) Incident Command System
- 8) Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans, Second Edition, November 2010



Gray Fire Rescue

Town of Gray

Protecting the Crossroads of Maine since 1880



SCBA Fill Station

Dear Town Council,

Last year we applied for a Assistance to firefighter grant (AFG) to purchase a SCBA fill station. We were approved for this grant enabling us to make this purchase without impacting the citizens of Gray.

We went out to bid December 19, 2022 and the bids closed on January 9, 2023 at noon. We sent bid requests to Air Tech in Auburn, Fire Tech and Safety in Winthrop, IPS in Salem NH, and Bergeron Protective Clothing and Equipment in Windham. We also posted the bid request on various media.

We received three bids for the project and I have compiled the results in the attached spreadsheet. based on the bids received and the performance of the bids I recommend accepting the bid submitted by Bergeron. Their bid was the most complete and will best suite our needs. Bergeron's price was the lowest and we can get the 5 year extended warranty for about the same price.

Thank you,

Kurt Elkanich
Fire Chief
Local EMA Director

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/06/2022



Kurt Elkanich
GRAY, TOWN OF
24 MAIN STREET
GRAY, ME 04039

EMW-2021-FG-04048

Dear Kurt Elkanich,

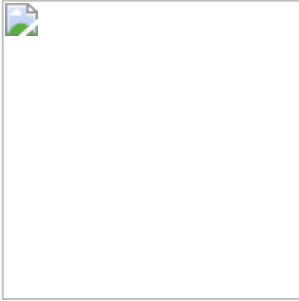
Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$18,320.95 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$916.05 for a total approved budget of \$19,237.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: GRAY, TOWN OF

UEI-EFT: KC2QV918LL59

DUNS number: 615060696

Award number: EMW-2021-FG-04048

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$17,737.00
Supplies	\$0.00
Contractual	\$1,500.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$18,320.95
Non-federal	\$916.05
Total	\$19,237.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Equipment

Air Compressor/Cascade/Fill Station (Fixed or Mobile) for filling SCBA

DESCRIPTION

1-NFPA 1989 Compliant Charge Station and Storage

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$17,737.00	\$17,737.00	Equipment

Grant writer fee

Grant writer fee

DESCRIPTION

Grant Writer Fee

QUANTITY	UNIT PRICE	TOTAL
1	\$1,500.00	\$1,500.00

BUDGET CLASS

Contractual

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: GRAY, TOWN OF

UEI-EFT: KC2QV918LL59

DUNS number: 615060696

Award number: EMW-2021-FG-04048

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB’s guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

<p>Article 5</p>	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p>Article 6</p>	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p>Article 7</p>	<p>Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p>Article 8</p>	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>
<p>Article 9</p>	<p>Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>

<p>Article 10</p>	<p>Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.</p>
<p>Article 11</p>	<p>Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
<p>Article 12</p>	<p>Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
<p>Article 13</p>	<p>Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.</p>
<p>Article 14</p>	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.</p>

<p>Article 15</p>	<p>Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
<p>Article 16</p>	<p>False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
<p>Article 17</p>	<p>Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<p>Article 18</p>	<p>Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.</p>
<p>Article 19</p>	<p>Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>
<p>Article 20</p>	<p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a</p>

Article 21 **John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons

Article 22 **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 23 **Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 24 **National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

<p>Article 25</p>	<p>Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.</p>
<p>Article 26</p>	<p>Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.</p>
<p>Article 27</p>	<p>Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>
<p>Article 28</p>	<p>Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
<p>Article 29</p>	<p>Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>

<p>Article 30</p>	<p>Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>
<p>Article 31</p>	<p>Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.</p>
<p>Article 32</p>	<p>Reporting Subawards and Executive Compensation Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.</p>
<p>Article 33</p>	<p>Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States-- this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable</p>

law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article 34

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

<p>Article 35</p>	<p>Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.</p>
<p>Article 36</p>	<p>Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.</p>
<p>Article 37</p>	<p>Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.</p>
<p>Article 38</p>	<p>USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.</p>
<p>Article 39</p>	<p>Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.</p>
<p>Article 40</p>	<p>Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.</p>

Article 41**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 42**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 43**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 44**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 45**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 46**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 47**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 48 EHP Compliance Review Required

Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY21 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY21 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY21 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Obligating document

1. Agreement No. EMW-2021-FG-04048	2. Amendment No. N/A	3. Recipient No. 016000183	4. Type of Action AWARD	5. Control No. WX00671N2022T		
6. Recipient Name and Address GRAY, TOWN OF 125 SHAKER RD GRAY, ME 04039		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Kurt Elkanich		9a. Phone No. 2072740446	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 09/06/2022	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/13/2022 to 09/12/2024 Budget Period 09/13/2022 to 09/12/2024		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	\$0.00	\$18,320.95	\$18,320.95	\$916.05
Totals			\$0.00	\$18,320.95	\$18,320.95	\$916.05
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	09/06/2022

SCBA Fill Station Bid Results			
	Technology International	Bergerone	Air Tech
Did the bid meet the specifications as presented in the bid request?	YES	YES	YES
Does the bid include labor for the installation?	NO	YES	YES
Do all parts and fasteners appear to be included?	NO. No parts are listed to secure air cylinders. It appears only one air cylinder is included in the quote. The vendor did not reply to me when I attempted to verify.	YES	NO. No parts are listed to secure the air tanks. System does not include controls to manage the air cylinders.
Warrantee information.	Not provided.	Two years with an optional an optional five year extended warrantee.	Two years.
Does the bidding company provide service and testing?	NO	YES	YES
Lead Time	30 weeks	8 weeks	5 weeks
Optional Items added.	None	Five year extended warrantee	None
In Freight included or identified?	Included	Identified	Identified
Prices	\$15,970.00	\$17,664.76	\$18,881.94
Materials			
Labor		\$720.00	\$272.00
Shipping		\$1,150.00	\$1,443.00
Extended Warrantee	\$0.00	\$1,690.00	\$0.00
Total	\$15,970.00	\$21,224.76	\$20,596.94

Recommended Vendor	Bergeron		
Price with the Extended warranty	\$21,224.76		
Grant Award	\$18,320.95		
Balance to come from the departments Equipment line (04- 407)	\$2,903.81		

Nathaniel Rudy

From: Michael Bradley <mike@bradleywerner.com>
Sent: Friday, January 20, 2023 11:38 AM
To: Michael Bradley
Cc: Nancy Werner; Michael C. Athay; Tou Xiong
Subject: Re: Digital Discrimination Comments - Action Requested

Good morning! The NPRM discussed below was published in the Federal Register today, which means that Comments will be due on or before February 21, 2023, and Reply Comments due on or before March 21, 2023. We have received responses from several jurisdictions interested in participating as a group in filing Comments in response to this NPRM, and would love to hear from others who would like to support the project.

Here is how we intend to bill the project:

We will bill this project as a flat fee pursuant to the following schedule.

- * Metropolitan City (pop. greater than 150,000)/Cable Commission - \$4,000
- * Large City (pop. 50,000 - 150,000) - \$3,000
- * Medium City (pop. 10,000 - 50,000) - \$2,000
- * Small City (pop. under 10,000) - \$1,000

This structure allows cost sharing based on the size of the jurisdictions. The fee includes the filing of Comments and Reply Comments. We will bill one half following the filing of Comments in February and one half following the filing of Reply Comments in March.

Please let us know by **Tuesday, January 31st**, if you intend to participate. We understand some of you may need to seek approval that may not be received by the 31st, but if you would let us know your intention to participate pending approval, that would be very helpful.

Mike

Michael R. Bradley
Bradley Werner, LLC
(651) 379-0900 ext. 101
mike@bradleywerner.com
www.BradleyWerner.com

On Wed, Dec 21, 2022 at 4:44 PM Michael Bradley <mike@bradleywerner.com> wrote:

Today the Federal Communications Commission adopted a Notice of Proposed Rulemaking (NPRM) that has the potential to impact local governments' ability to ensure equitable broadband deployment throughout their communities as well as local rights-of-way management generally. The Commission will be adopting rules aimed at facilitating equal access to broadband services, and the NPRM provides a significant opportunity for local governments to:

- Ensure the rules protect and promote local governments' ability to address broadband access issues;
- Demonstrate that the Commission's preemption of local authority over wireless deployment and cable franchising hinders efforts to ensure equal access to broadband; and
- Defend against efforts to use the digital discrimination docket to further preempt local authority.

As explained in the attached advisory, the Commission expressly contemplates addressing state and local laws that may impact infrastructure deployment. Unlike many past NPRMs impacting local governments, in this case **we have the opportunity to proactively propose rules and rule changes that support local authority**, including revisiting the cable franchising and small cell orders of 2018 and 2019 that impede local governments' ability to address deployment issues in our communities. As usual, local governments also need to **counter the suggestion that local regulations are contributing to digital discrimination and to oppose further limitations on local authority**.

As the advisory indicates, we recommend that local governments prepare written comments and reply comments in this proceeding and we are assembling a group of clients to do so. The NPRM has still not been published, so we do not yet have the exact deadline to file. The filing deadline will be 30 days following publication in the Federal Register. We anticipate filing on behalf of a municipal consortium. If you think your jurisdiction will be interested in participating in the group, please let us know. Expressing interest does not commit you to the project, but it does help us determine group pricing based on population. We'll be following up in early January with pricing information. Thanks!

Mike

Michael R. Bradley
Bradley Werner, LLC
(651) 379-0900 ext. 101
mike@bradleywerner.com
www.BradleyWerner.com

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).

Submission #147

View

Edit

Delete

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

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

Submission information

Form: [Volunteer Resources](#)
Submitted by Anonymous (not verified)
January 30, 2023 - 9:21pm
2603:7080:493d:304e:a444:8d19:ef6e:a58b

Application Date: January 30, 2023

Contact Details

First/Middle Name: Deborah Ann
Last Name: McKew
Street/PO Box: 3 Kentwood Road
City, State, Zip: Gray, ME 04039
Phone Number: (207) 730-3664
Email Address: debmckew023@gmail.com

Employment

Occupation: Communications and Publications Director
Present Employer: Biodiversity Research Institute
Employer Phone Number: (207) 839-7600

Are you a Gray resident? Yes

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

Blueberry Festival Committee

Reason for selecting this particular board/committee?

I love blueberries! I have lived in Gray less than 3 years and wanted to get more involved in my community.

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

I have experience in marketing communications and writing; have organized many organizational events such as golf tournaments, trade shows, special events, fundraising events, etc.

What talents and skills would you bring to this position?

writing, editing, and organizational skills, team spirit.

I have a teaching certificate and love teaching kids (and adults) creative writing.

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

To create a fun community event that promotes the resources and businesses of our community.

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

Was a board member for my son's hockey organization (five years); was on the Parent Committee for my son's high school -- organized several activities; volunteered in the local elementary school teaching 5th graders how to write and use computers.

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?

Other

[Previous submission](#) Next submission



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

February 2, 2023

Town Manager (TM) Report to Town Council (1/12/2023 – 2/2/2023):

- 1/16: Town staff observed the Rev. Dr. Martin Luther King, Jr. holiday, with holiday schedules varying by department.
- 1/18: Town staff and TM participated in a Brownfields site assessment with Credeere Associates.
- 1/18: Town staff hosted a visit with CMP to review options for underground utilities at Gray Corner.
- 1/24: TM met with representatives of the Greater Portland Council of Governments (GPCOG) to discuss community economic development opportunities in Gray.
- 1/26: TM attended Maine Municipal Association (MMA) Legislative Policy Committee meetings via Zoom.
- 1/30: TM participated in the Comprehensive Plan Committee review of 2020 Comprehensive Plan goals, which have also been reviewed by Town staff and Town Boards and Committees.
- 2/2: TM participated in a meeting about regional housing needs with Governor's Office of Policy Innovation & Future hosted by GPCOG.

Upcoming:

- Town Department Heads have submitted FY24 department budget and capital improvement funding requests to the Finance Director, which will be presented for Council review in future budget workshops.
- TM preparing Council minutes and assisting with agenda packets for Council meetings and workshops.

Other activities:

- TM coordinating between the Principle Group, Council, and Town staff on matters related to Gray Village planning, Main Street planning, and the Yarmouth Road construction project. I have attached draft proposal documents for Council review.
-

- Gray was awarded a matching grant of \$15,000 by GPCOG to complete a Gray Village / Main Street Revitalization Feasibility Study.
- A revised Fiscal Policy draft with new Purchasing Policy language is attached for Council review. This document will be reviewed at the next Finance Committee meeting on 2/23 and submitted to Council for review and approval at a future meeting. The Finance Committee has been asked to review additional finance policy documents for revision and inclusion into a further revision of the Fiscal Policy.
- For many years, the Town has been publishing statutorily required public notices in the Lakes Region Weekly. The Town Council at its January 17, 2023 workshop decided to do a six-month trial of using the Portland Press Herald instead, to allow greater flexibility with shorter deadline windows. We will be publishing a final notice in the LRW on Feb. 3 to notify residents of the change. This change will become effective February 6, 2023.
- The Town Hall offices will open to the public at 11 AM on Thursdays, to provide office staff with time to complete administrative tasks. We will experiment with this model to see how it helps with productivity and efficiency in Town functions. This schedule is subject to change in the future, and Gray citizens are welcome to please contact me with any questions or concerns.

Gray Village Expanded Work Plan + Scope

For Main Street Redevelopment Planning + Feasibility Study

February 1, 2023

The Town of Gray wishes to contract with the Principle Group to perform professional consulting services for the support of planning and development in Gray Village. Recognizing the success of the work completed for the Gray Corner Vision Plan, it is in the Town's best interests to continue the working relationship with the Principle Group to help advance the conceptual plans and ideas generated during the Vision Plan, and by the Town's new Comprehensive Plan. Many decisions will need to be made about infrastructure and systems to support achieving the kind of quality of life and economic resiliency that is desired for Gray Village. This expanded work plan and scope is intended to provide staff, citizens and leadership with the data and professional expertise needed to make the best decisions possible for Gray's residents for generations to come.

Task 1.0 Administration

1.1 Gray Development Staff and Engineer meet with Principle Team for level set, goals discussion (meeting #1, Preston, Farr, Sainz Caccia)

1.2 Gray Development Staff and Town Manager meet with Principle Team and Town Council, preferably in real estate executive session for level set, review of proposed final plan Main Street Project w/ MDOT (meeting #2, Preston, Farr, Sainz Caccia)

1.3 Gray Town Manager and Principle's Project Manager (Farr), meet every other week to discuss important steps to ensure successful project advancement for an initial period of six months. Gray Town Manager invites Town Staff and/or leadership as he deems pertinent to the advancement of the project. All parties will exercise discretion regarding scheduling of meetings and their efficacy at varying points in the planning, engineering and design phases of the project. (anticipate twelve project management meetings)

Task 2.0 Town's Representative to Maine DOT, Main Street Reconstruction Project

2.1 Represent the town during the planning, engineering and design process. In this role, Principle will, on behalf of the town, advise on all elements of design related to Main Street and the segments of roadway affected by the reconstruction of Main Street (including a limited portion of Yarmouth Road, extending approximately 200' beyond the intersection of Brown Street and Yarmouth Road. (weekly allocation of hours @ 12 hours/week or 48 hours/month; anticipate one full team meeting with MDOT monthly; weekly hours shared between Farr/Sainz Caccia; MDOT meetings Farr/Sainz Caccia; and Preston as needed)

2.2 One-on-one meetings with an identified subset of Stakeholders, as advised and confirmed by Town Manager. Others to be met by Town staff / engineer, with technical assistance and background from Principle Group to advance project understanding, design, economic impact and tradeoffs. (anticipate 6 one-on-one meetings)

2.3 Actively Participate in public meetings, review/assist with preparation of content, and provide content information to Town staff to develop on-brand, on-message marketing and advertising. (anticipate 3 public meetings: conceptual, preliminary, final design)

Tasks 1.0 and 2.0 not to exceed: \$62,000 (six month period of service)

Task 3.0 Area-Wide Infrastructure and Corridors Development Plan (Pro forma)

This Task focuses on portions of Lewiston Road, Portland Road, and Shaker Road, radiating out from Gray Corner, as depicted in Exhibit A Planning Study Area. The purpose of this study is to conduct a Fiscal and Economic impact assessment to evaluate the potential town revenue that could be captured under a mixed-use development scenario. This would include a sample development program and development unit count to be used for understanding additional infrastructure needs resulting from increases in density and area population. Ultimately, the study will analyze the break even and municipal revenue generating potential of the site and determine the optimal amount of new development. The economic impact assessment would provide the town with an overview of economic benefits resulting from new development including: the number of new temporary and permanent jobs and corresponding wages, increase in local spending, and recapture amount of local spending created by new development.

This task will be led by Principle Group, with Will Haskell contributing infrastructure cost estimating (separately contracted and billed directly between Haskell and the Town of Gray), and Principle working with economists on fiscal modeling.

Principle will provide two (2) draft documents, a preliminary draft for Council review and public comment, and a final draft incorporating one round of consolidated edits based upon the review period. Principle will present the first draft document at a Council workshop, and will present the final draft plan at a regular Council meeting.

The deliverables for this task include:

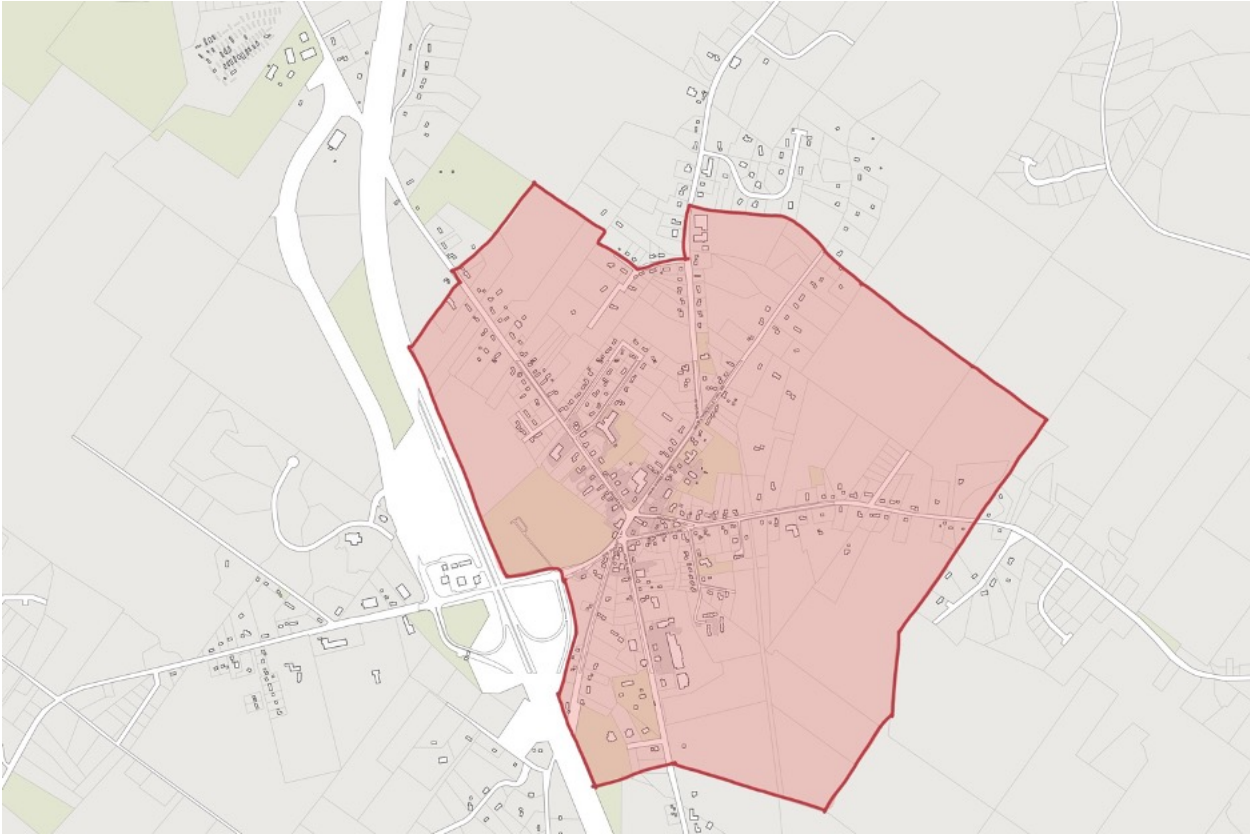
1. Area-wide Infrastructure and Corridors Development Plan proforma, based on an Illustrative Master Plan that expands on phase I work completed for Gray Corner.
2. Strategic stakeholder engagement workshops (anticipate three x 2 hour/ea.), leveraging the values, vision and priorities the community expressed during Phase I and in the Comprehensive Plan process (testing out build out scenarios against the fiscal impact) Conceptual drawings will get quantified and put into the Fiscal and Economic impact model. One of the workshops may be formatted to include drop in hours for the public for maximum accessibility of public to process (this approach TBD with input from Town staff).
3. Illustrative Master Plan, area-wide, expanded.
4. Priority Centers Map, area-wide, expanded.
5. Three-dimensional massing model, expanded, to communicate phasing of development over time.

Town Provided Information:

1. Town-related revenue sources
2. Town-related expenditure information
3. Estimates of town related capital projects.
4. Establish multipliers for revenues and expenditures for each land use category
5. Current tax rates
6. Building permit fees
7. Water and other usage fees as applicable Work with Principle Group to identify up to four scenarios to be modeled.
8. To complete the analysis, Principle Group will need full cooperation from the Town to provide us with the necessary data and information and access to Town department heads for interviews and follow-up clarifications as needed.
9. Stormwater modeling and sewerage modeling data from engineering studies.
10. Other information as developed and related to advancing project goals.

Total Lump Sum Fee for Task 3.0 is \$75,000

Project Study Area



**AGREEMENT FOR ON CALL “BY DESIGN” SERVICES
TOWN OF GRAY, MAINE**

This Agreement is by and between the TOWN OF GRAY, of 24 Main Street, Gray, Maine 04039 (“Client” or “TOWN”), and Principle Industries LLC d/b/a Principle Group. (“PRINCIPLE” or “Consultant”) with a principal place of business at 791 Tremont Street, Studio W513, Boston, MA 02118 entered into on February 1, 2023.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. DESCRIPTION OF SERVICES

This Agreement establishes the scope of services, schedule of work, and fees for professional services for ON CALL SERVICES. The project will include working with the TOWN through its TOWN MANAGER and other TOWN staff as necessary with planning, development, design, and placemaking services related to projects that shall be defined on an as-needed basis within the municipality more specifically identified in the execution of a Work Plan for the individual projects that will be undertaken within the context of this agreement. A project’s Work Plan will define the scope of work, schedule, and deliverables for the specific project. A Work Plan will estimate the expected staff hours and define a budget for the requested work. Before commencing the scope of work as defined in a Work Plan the Work Plan must be approved by the Client.

Client Representative:

Town Manager and their assign will be responsible for administering the project and overseeing PRINCIPLE’s work on this project.

B. PROJECT SCHEDULE

PRINCIPLE’s performance of this Agreement shall commence immediately following the signing of this Agreement. The contract period will be from February 1, 2023, through June 30, 2023. The parties may renew this agreement annually through a written agreement before the contract period ends.

C. PROJECT BUDGET

The Consultant will provide the services determined and described in the agreed upon Work Plan for individual projects that, from time to time, will be performed under this as-needed contract (including travel and accommodation expenses) on an hourly basis plus project expenses as defined on Exhibit C (Hourly Rate and Fee Schedule) or lump sum fee, as specified in each work plan.

D. PAYMENT

PRINCIPLE shall submit invoices at most monthly detailing work performed and based on the work and expenses incurred as of the invoice date. Invoices shall be payable net 30 days from time of submission to the TOWN.

Any invoice unpaid after 60 days of submission to the Client shall bear interest at the rate of 1.5% compounded monthly.

E. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of MAINE.

F. INDEMNIFICATION

PRINCIPLE agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the TOWN harmless against all damages, loss or expense, including judgements, costs, attorney's fees and interest resulting in any way, from any negligent or willful act or omission on the part of PRINCIPLE, its agents, employees or sub-contractors or resulting directly or indirectly from PRINCIPLE's performance under this contract.

PRINCIPLE will carry Professional Liability Insurance and General Liability Insurance. PRINCIPLE will specify the carrier and coverage limits of no less than \$1,000,000 per occurrence. A certificate of insurance shall be provided to the Town, providing that coverage shall not be canceled without thirty days' notice.

G. TERMINATION OF AGREEMENT

1. Termination of Agreement for Cause. This Agreement may be terminated by either party (i) upon thirty (30) days written notice to the other party, in the event of a material breach of this Agreement by the other party that remains uncured; (ii), if the Client fails to make payment when due for service and reimbursable expenses as previously specified herein, the Consultant may, upon thirty days written notice, terminate the Agreement. Unless payment in full is received by the Consultant within thirty days of the receipt of the notice, the termination shall be final without further notice. In the event of such termination, the Consultant shall have no liability for delay or damage caused by such termination.

In the event of termination, the Client shall forfeit all rights to receive additional copies of documents previously received.

In the event this Agreement is terminated, Client shall pay Consultant for all direct costs and Services and/or work undertaken in the performance of its obligations hereunder up to the date of termination, including any Services performed but not invoiced as of the date of termination.

H. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in force.

I. OWNERSHIP OF INFORMATION.

The Consultant shall be deemed the author of the Documents and shall retain all common law, statutory, and other reserved rights including copyright. The Consultant will grant the Client copyright privileges to use the documents in accordance with this Agreement.

J. PUBLICATION

1. The Consultant shall have the right to include representations of the Project or the work performed by Consultant, including photographs, graphics, promotional materials, and professional materials.
2. The Client shall provide professional credit to the Consultant in all of Client's promotional materials for or depicting any work performed by Consultant in connection

with the Project.

3. If the Client publishes or causes to be published photographs or other representations related to Project, the Client agrees to include reference to the Consultant as follows:
“Credit: Principle Group, www.principleplaces.com”.

K. INFORMATION PROVIDED BY THE CLIENT

The Client will be responsible for all data described in Exhibit D. The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client unless patently erroneous.

L. PROJECT STUDY AREA

The Project study area is defined in Exhibit A of this agreement. An individual Work Plan will include a specific Project study area that will be determined upon the preparation of the Work Plan.

M. FORMAT OF FINAL DOCUMENTS

Consultant shall provide final work products to Client, as follows:

Final documents shall be provided digitally, stored in PDF format and transferred via Dropbox or another cloud-based file sharing program. Original documents generated in the Adobe Creative Suite, will also be provided if requested.

Paper copies of written or graphic documents, or any portion of such documents, may be provided at the cost of reproduction, including an associated administrative fee.

N. CHANGES TO THE SCOPE OF WORK

Any change to the professional services or schedule described in this Agreement shall not be authorized unless documented in writing by an appropriate Change Order. A Change Order is a written instrument duly signed by authorized representatives of both the Consultant and Client, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and/or (3) Change the schedule, as appropriate.

O. CONSULTANT'S SCOPE OF SERVICES AND ADDITIONAL SERVICES

Any services not specifically provided for in the scope of services or the agreed upon Work Plans for individual projects undertaken will be considered additional services and performed either on a labor fee plus expense basis using the hourly rates presented in Exhibit C of this Agreement or based on an a fixed amount as otherwise approved in a formal Contract Amendment. The Client will provide a letter of authorization or signed Change Order for the specific scope of services before any work that is considered to be additional services is initiated by the Consultant.

The Consultant’s undertaking to perform professional services extends only to the services specifically described in this Agreement and by extension the approved Work Plan for individual project undertaken in associations with this on call contract. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. If the Consultant and the Client agree to a Change Order, the additional services shall be listed in writing on the Change Order, which shall be signed by duly authorized representatives of both the Consultant and the Client. The Client shall pay the Consultant for any Additional Services listed on a Change Order either by (1) An amount based upon the Consultant’s then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage,

telephone calls, and postage. Other direct expenses will be billed at 1.15 times cost or (2) a fixed amount as otherwise agreed upon as a part of the Change Order.

P. THE CLIENT'S RESPONSIBILITIES

Client shall be responsible for performing the following tasks in conjunction with the Project:

1. Client will provide on a timely basis all information in Exhibit D and any other information that Consultant may reasonably request. If Client is unable to provide such information, Client will immediately alert Consultant and set about to determine whether the information may be obtained by some alternative means. Requests for changes following the execution of the approved Work Plan which are due to certain base materials being unavailable prior to the commencement of the Work Plan shall be considered Additional Services and shall only be provided through an approved Change Order request.
2. Client will provide supplementary information that may be requested by PRINCIPLE from time to time during the course of the Project.
3. Client will arrange for all items listed in Exhibit D.
4. Client will attend scheduled project meetings and workshops with Consultant.
5. The Client shall endeavor to avoid scheduling difficulties by providing the Consultant with advanced notice of anticipated meetings and deadlines.

Q. WORK PRODUCT REVIEW PROCEDURES

An approved Work Plan shall outline the schedule for the individual project and allocate periods of time for the TOWN to review draft Work Products. On the final day of these agreed upon review periods, if not sooner, the Client shall send to the Consultant requested refinements, if any, in the form of one set of comments made digitally. All requested revisions must be consolidated, as only one set of revisions per review period will be accepted. The Consultant shall make the requested refinements, if any, to be included in the final documents. Additional changes requested outside the Client Review Periods as specified in a Work Plan, may be considered Additional Services. If the Client's comments are received after the agreed upon Client Review Period, all subsequent deadlines will shift by the same number of days including the project completion date. If the Client requests additional review periods, the associated additional revisions may be considered Additional Services.

R. DELAY OR PREVENTION OF PROVISION OF SERVICES NOT THE FAULT OF THE CONSULTANT

In the event that performance of the Basic Services and/or Additional Services is delayed or prevented due to an unforeseen condition or event beyond Consultant's control, including but not limited to: a natural disaster in the vicinity of the study area, any one of Consultant's offices, the offices of any one of Consultant's consultants or in an area through which any member of the team may be traveling in order to provide Services; the injury or death of Consultant personnel or their consultants or an immediate family member of either. Consultant shall not be responsible for such delay or failure to perform and will not be liable for the consequences of any of the foregoing.

S. MISCELLANEOUS PROVISIONS

1. The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to the Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of the Agreement. Neither the Client nor the Consultant shall assign the Agreement without the written consent of the other.

2. The Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Consultant.
3. Nothing contained in the Agreement shall create a contractual relationship and/or a third party beneficiary relationship with a third party.
4. The proposed language of any certificates or certifications requested of the Consultant shall be submitted to the Consultant for review and approval at least fourteen days prior to execution. The Client shall not request and Consultant shall not be required to provide certifications that would require knowledge or services beyond the scope of the Agreement.
5. Title and paragraph headings are for reference and are not a part of the Agreement.
6. In the event of conflict between the terms of the Agreement and any terms or conditions contained in any attached documents, the terms of the Agreement shall rule.
7. No waiver or breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
8. Should any provision, paragraph, sentence, word or phrase contained in the Agreement be determined to be invalid, illegal or otherwise unenforceable, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform to law, or else the same shall be deemed severable. In any event, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.
9. The appendices attached hereto are made a part hereof as if fully set forth herein.
10. This Agreement is valid only if executed by the Client and the Consultant within 45 days of the other.
11. All notices and communications given pursuant to the Agreement shall be in writing and delivered by email, personal service, or by registered mail to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served or received; or, if by mail, on the fifth day after being post-marked or the date of the actual receipt, whichever is earlier.

CLIENT:
TOWN OF GRAY
Attention: Nate Rudy

CONSULTANT:
Principle Group
Attention: Russell Preston
791 Tremont Street, Studio W513
Boston, MA 02118
russell@PrinciplePlaces.com

IN WITNESS WHEREOF, the TOWN and PRINCIPLE have executed this Agreement as of the date first above written.

Client :

Consultant :

TOWN OF GRAY

Principle Industries LLC
(d/b/a Principle Group)

Town Manager

Russell Preston, PRINCIPLE

Date: _____

Date: _____

EXHIBIT A: PLANNING STUDY AREA

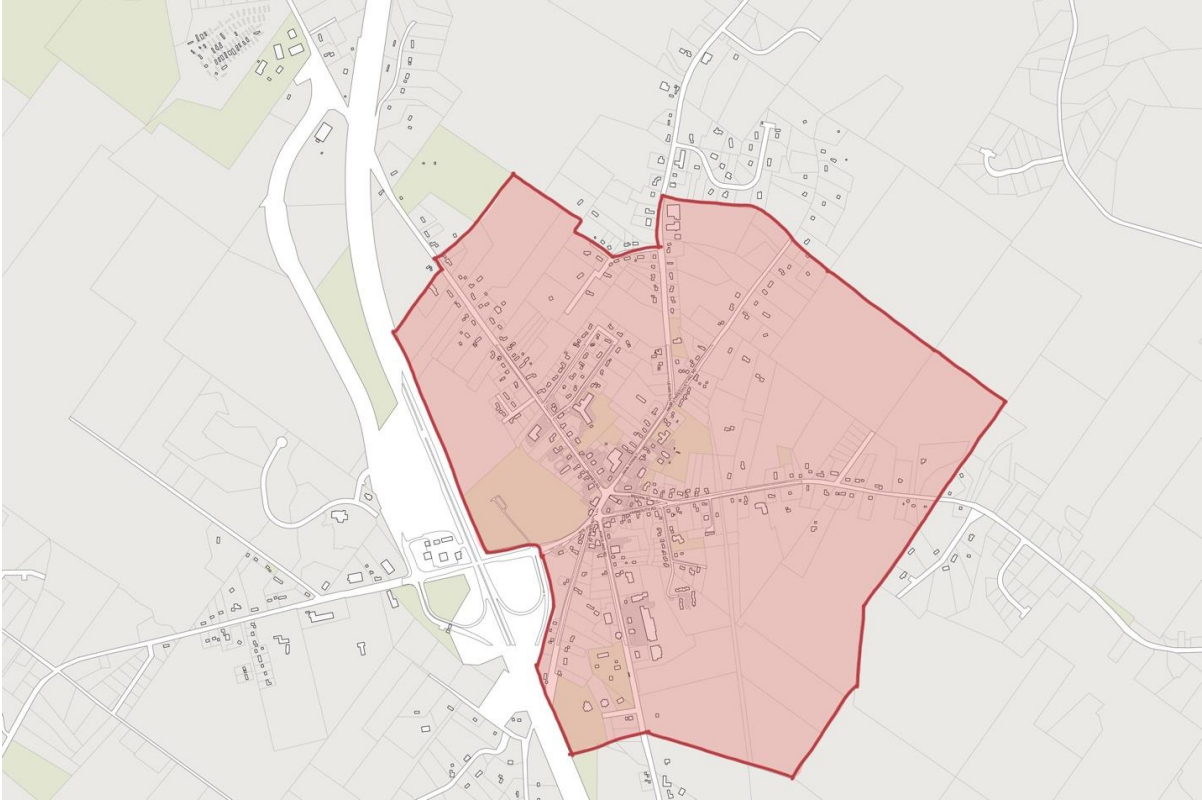


EXHIBIT B: SCOPE OF SERVICES

The Consultant shall perform the following basic scope of services:

Principle Group is prepared to provide the following services and/or deliverables to assist the Town of Gray:

- Urban Planning and Design
- Transportation Planning
- Master Planning
- Illustration Services
- Conceptual Building Design
- Public Workshop and/or Charrette Facilitation
- Placemaking Services
- Site Planning
- Zoning & Form Based Code Services
- Public Realm Design
- Real-Estate Development Feasibility Analysis
- Complete Neighborhood Analysis
- Walk Appeal/Walkability Survey/Analysis
- Bicycling Handlebar/Walkabout Survey/Analysis
- Quick Build Demonstration "Pilot Project" Plans, Policies, Process, and Implementation

EXHIBIT C: HOURLY RATE AND FEE SCHEDULE

HOURLY & DAILY RATE SCHEDULE

Position	Hourly	Daily
Director	\$410	\$3,900
Planning Director	\$210	\$1,900
Senior Associate	\$155	\$1,500
Associate	\$115	\$1,200
Planner / Designer	\$95	\$1,100
Graphics / Admin.	\$65	\$900

A La Carte Options Can Be Requested As Separate Fee for Service:

Three-dimensional Axonometric Hand-drawn Renderings	\$3000
Three-dimensional Building/Lot Scale, Hand-drawn Rendering	\$2500

EXHIBIT D: BASE INFORMATION

The Consultant must receive the information listed below and any other relevant information at the agreed-upon time as defined in individual Work Plans. This information must be thorough and accurate, as it will form the basis for the Documents. PRINCIPLE will set up a project Dropbox, into which all information should be placed.

1. **Scale base maps** for the study area that indicates existing conditions, such as significant features both above and below the ground and water, environmental constraints, drainage analysis, utility locations, and any other physical limitations. This information should be in digital format, if available.
2. **Aerial photographs** that depict the study area and its surroundings in plan view, preferably in color, and at the largest possible scale. (1 inch = 100 feet or larger)
3. **GIS Data Sets** For the entire City and surrounding areas and access to the City's GIS technicians.
4. **Existing Codes, Regulations, and Guidelines**, including any zoning, building, subdivision, cultural resource, historic preservation, greenway, slope, floodway, stormwater, sewer, drainage, erosion control, traffic and street design, lot standards, land use, Town design, and **development regulations** that affect the Project.
5. **Published comments**, as available, of local government officials and administrators relating to zoning, land use, or development issues or projects relevant to the study area or Project.
6. **Local zoning approvals and restrictive covenants** that may relate to the study area or Project.
7. **Relevant site studies**, including previous zoning, land use or development-related studies, soils maps, topographic analysis, traffic, parking, infrastructure, and market feasibility studies for the study area and its surroundings.
8. **Relevant Soil reports environmental studies or mitigation plans.**
9. Comprehensive **Master Plans and Future Land Use Plans**
10. **Other appropriate documentation** related to the Project, such as background on any existing buildings, historical information, current or proposed development programs, and any pro forma, market analysis, demographic information, or development program.

The information described in items 1-3 above shall be provided in the following formats:

Compatible with AutoCAD (.dwg files). One file shall contain all information listed below on appropriately named and separate, identifiable "layers." The second file shall contain only the topographic information (contours, contour labels, and spot elevations).

The information described in Items 4 and 10 above shall be provided in the following formats:

PDF digital files and hard copies on 8 X 11 in no smaller than 10 point font in pdf format, and if available, Word format.

PRINCIPLE will provide a link to a Dropbox folder to upload information.

Nathaniel Rudy

From: Matthew Panfil <mpanfil@gpcog.org>
Sent: Thursday, January 19, 2023 11:54 AM
To: Nathaniel Rudy
Subject: Notification of Funding - Gray Village / Main Street Revitalization Feasibility Study

Nate:

I am writing to inform you that your submission for funding to complete a Gray Village / Main Street Revitalization Feasibility Study has been approved. GPCOG has allocated up to \$15,000 to complete this project and acknowledge your proposed match of \$7,500.

The next step would be for us to schedule a meeting to go over the details so that we can discuss a timeline, scope of work, and expected deliverables for the project. We would then provide you with a written scope of work and service agreement letter.

Please look at your calendar and let me know a time and date that works well for you. I can meet in-person or via Teams/Zoom.

Thank you and I look forward to working with you,

Matt Panfil, AICP CUD, LEED AP BD+C
(he/him)
Planning Director
Greater Portland Council of Governments

 (708) 227-2754
 mpanfil@gpcog.org
 www.gpcog.org
 970 Baxter Blvd, Suite 201, Portland, ME 04103



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TOWN OF GRAY FISCAL POLICY

Revised X, 2023

The Town of Gray shall develop and maintain, through the office of the Town Manager and the Town Council, a financially prudent, effective, efficient, and desired level of services to the citizens of Gray.

The Town of Gray shall develop and maintain, through the office of the Town Manager and the Town Council, a Performance Management Program incorporating such tools and metrics to clearly and succinctly demonstrate to the citizens of Gray that their tax dollars are allocated, managed, and deployed wisely.

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FISCAL POLICY

The Town of Gray shall develop and maintain, through the office of the Town Manager and the Town Council, a financially prudent, effective, efficient, and desired level of services to the citizens of Gray.

The Town of Gray shall develop and maintain, through the office of the Town Manager and the Town Council, a Performance Management Program incorporating such tools and metrics to clearly and succinctly demonstrate to the citizens of Gray that their tax dollars are allocated, managed, and deployed wisely.

BASE OPERATING BUDGET POLICY

The Town of Gray shall maintain a level of expenditure that shall provide for the public well-being and safety of the residents as the first level of priority.

Additional services and programs shall be reviewed in an order of priority that shall reflect both, the financial capacity of the taxpayer base to sustain such services, and the practical and intrinsic value of the offering to the community.

BASE BUDGET DEVELOPMENT POLICY

An annual base operations budget shall be developed by verifying, through historic review, Department Head, Town Manager, and Council recommendations, expenditures required for the forthcoming fiscal year. During the annual budget development process, the existing budget and work practices shall be thoroughly reviewed to determine and develop opportunities to improve service levels without additional cost or to reduce operating cost without reducing service levels. Additions and/or incremental adjustments of the base operating budget shall be supported by business case analysis.

PURCHASING POLICY

Spending Authorization

The Town Manager is designated by the Charter as the Purchasing Agent for the Town. Accordingly, the Manager and Department Heads are authorized to spend within budget appropriations. Purchases within the dollar ranges specified below must meet the requirements listed.

\$0 - \$5,000. Formal competitive bidding is not required. However, the purchaser should endeavor to get the best value for the money spent. Department Head or their designee can approve the purchase.

\$5,001 - \$15,000. Quotations shall be solicited from a minimum of three qualified bidders, if available. The quotes must be documented and attached to purchase order. A purchase order signed by the Town Manager is required.

\$15,001 - \$40,000. Written proposals or bids shall be solicited from a minimum of three qualified bidders, if available and attached to purchase order. A purchase order signed by the Town Manager is required.

Over \$40,001. Written bid specifications or equivalent shall be approved by the Town Manager. The bid shall be advertised by the most efficient means possible to encourage the widest possible competition. The Town Manager may award the bid to the lowest bidder and sign the purchase order or contract.

Total Cost Bidding

If the Town Manager feels that it is in the best interest of the Town not to award the bid to the low bidder, they may refer the award of the bid to the Town Council. The Town Council shall award the bid to the best bidder; not necessarily the lowest bidder; keeping in mind the total cost over the life of the project or equipment, the quality of material, availability of service, contributions by the bidder to the local tax or employment base and other significant factors.

Cooperative Purchasing

Competitive bidding requirements may be delegated by the Town Manager to area-wide, or State-wide purchasing cooperatives.

Exemptions from Competitive Bidding:

1. Contracts for professional services. Professional Services contracts should be rebid every three years, with the option for the Town to extend two annual renewals.
2. Hourly rate contracts, which cannot be effectively estimated.
3. Situations in which it is determined by the Town Manager that only one firm can effectively provide the required service or materials. Such sole source purchases may be made for continuity of department/town assets.
4. Emergency repair or replacement where it is determined by the Town Manager that the repair or replacement cannot be delayed sufficiently to conform to the policy.

5. The letting of contracts or purchases of additional quantities, where the Town has recently awarded bids as normally required, and the successful bidder is willing to honor their original price.
6. Purchases from vendors which have been vetted by a professional association. Such documentation must be attached to invoices for payment.

Sole Sourcing

Sole sourcing refers to products that are only produced by only a single supplier. Single Sourcing refers to products that are produced by more than one supplier. Single sourcing is more sustainable than sole sourcing as products can be produced by more than one supplier. Should the case be that an item or service falls under sole sourcing a sole source memo will be provided as justification and provided to the Town Manager for prior approval of purchase. The memo will also include a quote from the vendor providing the item or service.

CAPITAL INVESTMENT PLAN AND PROGRAM POLICY (CIP)

The CIP shall provide for adequate design, construction, maintenance, and replacement of the Town’s infrastructure including roads and bridges. The CIP shall also provide for repair and/or replacement of capital plant and equipment, including motor vehicles, building maintenance, and capital tools and equipment.

CIP PROGRAM DEVELOPMENT POLICY

The Town shall project its needs for the next ten years and shall update this projection twice each year commensurate with the programmed property tax billing dates. From these projections, a five-year maintenance and replacement schedule shall be developed and followed for items valued at a minimum of \$5,000 and with a projected life span of at least 7 years.

The Town shall maintain a diversified and stable revenue allocation system to mitigate short-term fluctuations in any one year. Annual revenues and revenue allocations to the CIP shall be estimated and adjusted using objective, analytical processes utilizing trend analysis, statistical analysis, and financial analysis tools as appropriate.

CIP DEPLOYMENT POLICY

The Town shall deploy all capital projects based on highest and best use of associated capital funds. The Town shall review annually the five-year CIP projections for capital projects and improvements and shall develop a lifecycle cost analysis that clearly articulates the financial benefit, funding sources, and project implementation schedule for each capital project proposal

before it is submitted to the Town Council for approval. To ensure project completion within budget and established timelines, tracking of components of the CIP approved shall be implemented and the Town council updated monthly monitored by the Town Manager.

A healthy reserve fund should be maintained to reduce impacts to the MILL rate.

Emergency and unanticipated capital expenditures for maintenance and/or replacement shall be the rare exceptions and only considered where public health and/or safety are at risk. A Buildings and Grounds Contingency fund and a Town Manager Contingency fund should be maintained to address such situations.

A fixed asset system shall be maintained to identify all Town assets, their condition, historical cost, replacement value, and useful life.

LONG TERM CAPITAL INVESTMENT AND DEBT POLICY

The Town of Gray shall confine long-term borrowing to specific capital improvements that cannot reasonably be funded from annualized tax allocations or reserve funds. The term structure of debt shall not exceed the anticipated useful life of the acquired asset. Bonding is recognized as a useful financial tool to assist with large projects, such as infrastructure, or high value equipment purchases, when the value of bond costs is reasonable.

When market conditions are deemed favorable, unexpended capital shall be invested to maximize return while preserving the liquidity of the investment base. All proceeds from these investments shall be retained in the Undesignated Fund Balance Account and shall be used to supplement annualized CIP funding requirements.

CASH MANAGEMENT POLICY

The Town Treasurer shall semi-annually submit an investment plan to the Town Council for review and adoption. The plan shall clearly articulate investment strategies that maximize the overall rate of return for all town funds collected while preserving liquidity. The plan shall comply with all applicable laws and adopted investment policies. The Town Treasurer shall pro-actively direct the investment of Town cash funds in various investment vehicles such as overnight deposits, money market accounts, CD's, bonds which are held by a trustee or other financial agent.

PERFORMANCE REPORTING

The Town performance reporting program is designed to ensure consistent, high quality, cost-effective services for the citizens of Gray.

The Town Manager's Office shall have the primary responsibility for implementing the performance reporting program under the direct oversight of the Gray Town Council. Performance reporting is the assessment of how well the Town as a whole, and each department, performs when providing goods and services to Gray citizens and to regional and state entities.

Gray's Town Manager shall be accountable for the proper use of tax dollars and for providing the services citizens expect from local government. Performance reporting provides Gray citizens with the information necessary to ensure accountability. Additionally, performance reports are a management tool that tracks work performed and results achieved. The Town of Gray's performance reporting program is intended to inform the Township by:

- Providing necessary information to enhance policy decision-making;
- Improving customer service feedback;
- Supporting strategic planning and goal-setting;
- Enabling effective use of resources; and
- Strengthening accountability.

The Town Administration shall assemble a comprehensive Annual Report each year. Copies of the report shall be distributed to program managers, department heads, the Town Council, Boards and Committees, the media, and the public. The Town Manager will require monthly reports from Town Department Heads and will share those monthly reports with the Town Council as part of their own reporting to the Town Council. These department reports will demonstrate the value of public services provided by the Town of Gray, and the efficiency of their delivery.

ADMINISTRATION

TOWN MANAGER

Purpose: To ensure sound overall management practices for the Town in general; that citizen interface with Town Administration is satisfactory; that reporting departments are managed to the overall satisfaction of the citizens and Town Council; that the Town's Operating Budget and Capital Investment Program are properly developed and implemented; to ensure the quality of life in Gray meets or exceeds the expectations of the citizens commensurate with taxpayer burden.

TOWN CLERK

Purpose: To provide thorough, timely, accurate, records, documents, and information to the citizens of Gray, the Town Council and Town boards and committees.

FINANCIAL ADMINISTRATION AND BUDGET PROGRAM

Purpose: To ensure sound financial management by managing the investment of Town funds; managing the development and implementation of the Town's budget; preparing the City's Capital

Improvements Program (CIP) and Fiscal Analysis; performing studies and analyses; and providing recommendations to support the Council's financial decisions and fiscal policy.

ACCOUNTING AND CONTROL

Purpose: To ensure the accurate accounting, disbursement and safeguarding of the Town's funds by maintaining accounting and fixed asset records and issuing reports in conformance with generally accepted accounting principles; reviewing transactions to ensure compliance with applicable regulations, policies, and requirements; paying accounts receivable in an accurate and timely manner; managing the payroll process in an accurate and timely manner; and administering the financial component of employee retirement and benefit programs.

PURCHASING

Purpose: To provide the Town with the means to obtain quality goods and services at the lowest possible cost while conforming to the Gray Town Charter, Town Council policy, the Town Administrative Code, as well as state and federal requirements for procurement. To cost effectively manage the storage and disposal of goods and/or services.

REVENUE PROGRAM

Purpose: To ensure the timely, accurate and equitable collection of revenues and property taxes by monitoring billing, collection, and receipt of taxes; managing the billing and collection of ancillary fees and charges.

HUMAN RESOURCES

Purpose: To provide Town employees with access to training and resources that promote teamwork, safety, technical proficiency, productivity, and the management and leadership skills that foster a sound return on the investment made by Gray citizens to maintain adequate Town staffing.

BUILDINGS AND GROUNDS

Purpose: To maintain town parks and facilities in an attractive, safe, clean, and accessible condition by planning and conducting preventive maintenance; managing CIP renovation projects; conducting repairs; providing in-house and contractual cleaning services; managing ADA compliance and performing safety inspections.

COMMUNICATIONS AND INFORMATION TECHNOLOGY

WEBSITE, WEB-BASED SERVICES, AND SOCIAL MEDIA

Purpose: To increase citizen understanding and awareness of the Town by providing effective

communication through Gray's website and social media. To increase citizen understanding, awareness, and participation in Town government and to increase and facilitate information flow to users.

LIBRARY

PURPOSE: To ensure the educational, intellectual, recreational, and informational needs of Gray citizens are met. To provide high quality and well attended programs for community members of all ages. To engage in state-wide library efforts to ensure that Gray users have easy access to the vast wealth of digital and physical materials. To maintain a high-quality, well-maintained collection of digital and physical materials. To provide space for individual users to enjoy. To provide meeting space for community-based organizations to use to further their efforts to make Gray a better place to live and work.

PLANNING and DEVELOPMENT SERVICES

ASSESSING

Purpose: To ensure the timely, accurate and equitable development of the Property Tax basis for property tax revenues by maintaining accurate and timely records of new construction, monitoring trend rates for new construction, and by conducting periodic assessment reviews.

CODE ENFORCEMENT

Purpose: To ensure the safety and conformance of Gray's buildings to Building code requirements. To maintain the value of property and safety of the occupants by permitting and inspecting construction, enforcing the zoning ordinance, and enforcing town codes in a timely and consistent manner. Work with Town boards, committees, and the citizens to effectively and efficiently provide clear, concise, accurate information for proposed construction projects.

GEOGRAPHIC INFORMATION SYSTEM PROGRAM (GIS)

Purpose: Develop and maintain a GIS infrastructure that will allow employees and the public easy access to the Geographic Information System (GIS), which will provide employees the tools to perform their work more efficiently and the public with easy access to geographical information over the Internet enhancing implementation of strategic Comprehensive Plan goals and objectives.

PLANNING

Purpose: To develop and oversee long range planning for the Town, including preparing and updating the master plan (Comprehensive Plan) zoning plans, and strategic planning documents. Maintain an up-to-date statistical database (GIS). Coordinate the implementation of the Gray Comprehensive Plan and other specialized plans and recommendations. Provide informed and accurate staff support to Town boards and committees. Develop policies and plans for Town

Council review that enhance the development of new lots, blocks and/or units with final approval for location within target zoning areas. Advise Town council as to the effectiveness of Comprehensive Plan Implementation as it applies to zoning and business opportunities.

PUBLIC SAFETY

PUBLIC SAFETY SERVICES

Purpose: To ensure the citizens of Gray are provided with an ongoing Firefighting and Rescue force, Fire and Rescue related infrastructure including buildings and equipment, training, fire prevention and inspection safeguards and information, and other Fire and Rescue and life safety services administered in an effective and efficient manner.

FIRE INSPECTOR

Purpose: To maintain the safety of Gray's buildings and respective occupants by inspecting construction and enforcing the Town's Fire code in a timely and consistent manner. Work with Town boards, committees, and the citizens to effectively and efficiently provide clear, concise, accurate information for proposed construction projects.

ANIMAL CONTROL OFFICER

Purpose: To preserve public order, protect lives and property, and reduce dog bites, cruelty to animals, dead dogs in the road, miscellaneous animal conflicts.

PUBLIC WORKS

Purpose: To deliver Public Works engineering and operational services that provide the Town of Gray a reliable, safe, effective road system. To ensure a safe and clean environment for citizens and high-quality infrastructure that meets Town, state, and federal standards by inspecting all related capital improvement construction work and construction of infrastructure by developers who receive Town of Gray issued permits; and by managing in-house and contractual services for construction, maintenance and repair of infrastructure including roadways, streets, sidewalks and storm water management systems and facilities.

MOTOR VEHICLE MAINTENANCE PROGRAM

Purpose: To ensure that the vehicles and equipment within the Town's fleet are always operational and well-maintained by providing an efficient, thorough, and effective maintenance and repair program; managing vehicle acquisition and disposition; and managing fuel operations.

RECREATION

Purpose: To meet the recreational needs of citizens by providing high quality Recreation programs. To provide high-quality, well-maintained facilities and programs for the public and community by maintaining Town Parks and Recreation facilities; to provide contractual and in-house services for private and public meetings and performances; develop programs and opportunities that fully utilize facilities and grounds; promote public awareness of the Town's resources.

RECYCLING AND TRANSFER STATION

Purpose: To ensure that the Recycling engineering and operational services provide the Town of Gray with a reliable, safe, effective waste management and disposal system. To ensure a safe and clean environment for citizens and a high-quality infrastructure that meets Town, state and federal recycling and waste management standards by managing contractual services for waste management, renovations, maintenance and repair of equipment and facilities.

CAPITAL PROJECTS

Purpose: To develop and maintain town roads, streets, sidewalks, parks, and facilities in an attractive, safe, clean, and accessible condition by planning, managing, and implementing CIP renovation projects.

To provide a safe and effective street and sidewalk system by ensuring that public streets and sidewalks are designed to town standards; planning roadway and traffic control improvements; operating and maintaining traffic signals, beacons, and streetlights; coordinating with adjacent towns on traffic coordination and planning.

To ensure that the vehicles and equipment within the town's fleet are always operational and well-maintained by providing an efficient, thorough and effective maintenance and repair program; managing vehicle acquisition and disposition.

To ensure sound financial management by managing the investment of Town funds; managing the development and implementation of the Town's budget; preparing the Town's Capital Improvements Program (CIP) and Fiscal Analysis; performing studies and analyses; and providing recommendations to support the Council's financial decisions and fiscal policy.

CAPITAL IMPROVEMENT PLAN POLICY/PROCEDURE

TBD

DEBT MANAGEMENT

TBD

INVESTMENT POLICY

TBD

UNDESIGNATED FUND BALANCE POLICY

TBD

TOWN OF GRAY

FISCAL POLICY

Revised X, 2023

Fiscal Policy

The Town of Gray shall develop and maintain, through the office of the Town Manager and the Town Council, a financially prudent, effective, efficient and desired level of services to the citizens of Gray.

The Town of Gray shall develop and maintain, through the office of the Town Manager and the Town Council, a Performance Management Program incorporating such tools and metrics to clearly and succinctly demonstrate to the citizens of Gray that their tax dollars are allocated, managed and deployed wisely.

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FISCAL POLICY

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BASE OPERATING BUDGET POLICY

The Town of Gray shall maintain a level of expenditure that shall provide for the public well-being and safety of the residents as the first level of priority. Additional services and programs shall be reviewed in an order of priority that shall reflect both, the financial capacity of the taxpayer base to sustain such services, and the practical and intrinsic value of the offering to the community as a whole.

BASE BUDGET DEVELOPMENT POLICY

An annual base operations budget shall be developed by verifying, through ~~zero based budget development procedures~~ historic review, Department Head, Town Manager, and Council recommendations, expenditures required for the forthcoming fiscal year. During the annual budget development process, the existing budget and work practices shall be thoroughly reviewed to determine and develop opportunities to improve service levels without additional cost or to reduce operating cost without reducing service levels. Additions and/or incremental adjustments of the base operating budget shall be supported by business case analysis.

PURCHASING POLICY

Spending Authorization

The Town Manager is designated by the Charter as the Purchasing Agent for the Town. Accordingly, the Manager and Department Heads are authorized to spend within budget appropriations. Purchases within the dollar ranges specified below must meet the requirements listed.

\$0 - \$5,000. Formal competitive bidding is not required. However, the purchaser should endeavor to get the best value for the money spent. Department Head or their designee can approve the purchase.

\$5,001 - \$15,000. Quotations shall be solicited from a minimum of three qualified bidders, if available. The quotes must be documented and attached to purchase order. A purchase order signed by the Town Manager is required.

\$15,001 - \$40,000. Written proposals or bids shall be solicited from a minimum of three qualified bidders, if available and attached to purchase order. A purchase order signed by the Town Manager is required.

Over \$40,001. Written bid specifications or equivalent shall be approved by the Town Manager. The bid shall be advertised by the most efficient means possible to encourage the widest possible competition. The Town Manager may award the bid to the lowest bidder and sign the purchase order or contract.

Total Cost Bidding

If the Town Manager feels that it is in the best interest of the Town not to award the bid to the low bidder, they may refer the award of the bid to the Town Council. The Town Council shall award the bid to the best bidder; not necessarily the lowest bidder; keeping in mind the total cost over the life of the project or equipment, the quality of material, availability of service, contributions by the bidder to the local tax or employment base and other significant factors.

Cooperative Purchasing

Competitive bidding requirements may be delegated by the Town Manager to area-wide, or State-wide purchasing cooperatives.

Exemptions from Competitive Bidding:

1. Contracts for professional services. Professional Services contracts should be rebid every three years, with the option for the Town to extend two annual renewals.
2. Hourly rate contracts, which cannot be effectively estimated.
3. Situations in which it is determined by the Town Manager that only one firm can effectively provide the required service or materials. Such sole source purchases may be made for continuity of department/town assets.
4. Emergency repair or replacement where it is determined by the Town Manager that the repair or replacement cannot be delayed sufficiently to conform to the policy.
5. The letting of contracts or purchases of additional quantities, where the Town has recently awarded bids as normally required, and the successful bidder is willing to honor their original price.
6. Purchases from vendors which have been vetted by a professional association. Such documentation must be attached to invoices for payment.

Sole Sourcing

Sole sourcing refers to products that are only produced by only a single supplier. Single Sourcing refers to products that are produced by more than one supplier. Single sourcing is more sustainable than sole sourcing as products can be produced by more than one supplier. Should the case be that an item or service falls under sole sourcing a sole source memo will be provided as justification and provided to the Town Manager for prior approval of purchase. The memo will also include

a quote from the vendor providing the item or service.

CAPITAL INVESTMENT PLAN AND PROGRAM POLICY (CIP)

The CIP shall provide for adequate design, construction, maintenance, and replacement of the Town's infrastructure: including roads and bridges. The CIP shall also provide for repair and/or replacement of capital plant and equipment, including motor vehicles, building maintenance, and capital tools and equipment.

CIP PROGRAM DEVELOPMENT POLICY

The Town shall project its needs for the next ~~fifteen~~ ten years and shall update this projection twice each year commensurate with the programmed property tax billing dates. From these projections, a five-year maintenance and replacement schedule shall be developed and followed for items valued at a minimum of \$5,000 and with a projected life span of at least 7 years.

The Town shall maintain a diversified and stable revenue allocation system to mitigate short-term fluctuations in any one year. Annual revenues and revenue allocations to the CIP shall be estimated and adjusted using objective, analytical processes utilizing trend analysis, statistical analysis, and financial analysis tools as appropriate.

CIP DEPLOYMENT POLICY

The Town shall deploy all capital projects based on highest and best use of associated capital funds. The Town shall review annually the five-year CIP projections for capital projects and improvements and shall develop a lifecycle cost analysis that clearly articulates the financial benefit, funding sources, and project implementation schedule for each capital project proposal before it is submitted to the Town Council for approval. To ensure project completion within budget and established timelines, tracking of components of the CIP approved shall be implemented and the Town council updated monthly monitored by the Town Manager.

A healthy reserve fund should be maintained to reduce impacts to the MILL rate.

Emergency and unanticipated capital expenditures for maintenance and/or replacement shall be the rare exceptions and only considered where public health and/or safety are at risk. A Buildings and Grounds Contingency fund and a Town Manager Contingency fund should be maintained to address such situations.

A fixed asset system shall be maintained to identify all Town assets, their condition, historical cost, replacement value, and useful life.

LONG TERM CAPITAL INVESTMENT AND DEBT POLICY

The Town of Gray shall confine long-term borrowing to specific capital improvements that cannot reasonably be funded from annualized tax allocations or reserve funds. The term structure of debt shall not exceed the anticipated useful life of the acquired asset. Bonding is recognized as a useful financial tool to assist with large projects, such as infrastructure, or high value equipment purchases, when the value of bond costs is reasonable.

When market conditions are deemed favorable, Unexpended capital shall be invested to maximize return while preserving the liquidity of the investment base. All proceeds from these investments shall be retained in the Undesignated Fund Balance Account and shall be used to supplement annualized CIP funding requirements.

CASH MANAGEMENT POLICY

The Town Treasurer shall semi-annually submit an investment plan to the Town Council for review and adoption. The plan shall clearly articulate investment strategies that maximize the overall rate of return for all town funds collected while preserving liquidity. The plan shall comply with all applicable laws and adopted investment policies. The Town Treasurer shall pro-actively direct the investment of Town cash funds in various investment vehicles such as overnight deposits, money market accounts, CD's, bonds which are held by a trustee or other financial agent.

PERFORMANCE ~~MANAGEMENT-REPORTING PROGRAM~~

~~Overall, the~~ The Town ~~Performance-performance Measurement-reporting P~~ program is designed to ensure consistent high quality, cost-effective services for the citizens of Gray.

The Town Manager's Office shall have the primary responsibility for implementing the ~~performance reporting program~~ Performance Management Program under the direct oversight of the Gray Town Council. ~~Performance reporting measurement~~ is the assessment of how well the Town as a whole, and each department, performs when providing goods and services to ~~the constituency~~ Gray citizens and to regional and state entities. ~~It is designed to reflect not only what is being done, but also how effectively and efficiently tasks are performed.~~

Gray's Town Manager shall be accountable for the proper use of tax dollars and for providing the services citizens ~~demand~~ expect from local government. ~~Performance measures-reporting~~ provides Grayour citizens with the information necessary to ensure accountability. Additionally, performance ~~measures-reports~~ are a management tool that ~~measures-tracks~~ work performed and results achieved. The Town of Gray's ~~performance reporting program~~ Performance Measurement Program is intended to inform the Township by:

- Providing necessary information to enhance policy decision-making;
- Improving customer service feedback;
- Supporting strategic planning and goal-setting;

- Enabling effective use of resources; and
- Strengthening accountability.

The Town ~~Manager's Office Administration~~ shall ~~complete-assemble~~ a comprehensive ~~Annual Report performance measures report~~ each year. Copies of the report shall be distributed to program managers, department heads, the Town Council, Boards and Committees, the media, and the general public. The Town Manager will require monthly reports from Town Department Heads, and will share those monthly reports with the Town Council as part of their own reporting to the Town Council. These department reports will demonstrate the value of public services provided by the Town of Gray, and the efficiency of their delivery.

~~KEY MEASURES~~

~~WORKLOAD DATA~~

~~**Purpose:** To provide a direct reference of the basic units for tasks performed and/or services provided over a trend cycle that can clearly demonstrate variance in budget levels.~~

~~EFFECTIVENESS~~

~~**Purpose:** To provide linkage for the various service offerings and their overall impact to the Town and/or citizen base as a whole.~~

~~EFFICIENCY~~

~~**Purpose:** To provide a management tool that will highlight critical areas of potential process improvement and cost containment initiatives.~~

~~GENERAL ADMINISTRATION~~

~~TOWN MANAGER OFFICE~~

Purpose: To ensure sound overall management practices for the Town in general; that citizen interface with Town Administration is satisfactory; that reporting departments are managed to the overall satisfaction of the citizens and Town Council; that the Town's Operating Budget and Capital Investment Program are properly developed and implemented; to ensure the quality of life in Gray meets or exceeds the expectations of the citizens commensurate with taxpayer burden.

~~OFFICE OF THE TOWN CLERK~~

Purpose: To provide thorough, timely, accurate, records, documents, and information to the citizens of Gray, the Town Council and Town boards and committees.

~~FINANCIAL ADMINISTRATION AND BUDGET PROGRAM~~

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~~Purpose: To meet the needs of Gray's citizens by providing high quality programs delivered to maximize attendance and effectiveness. To provide a high quality, well-maintained inventory of books, periodicals, and other media. To plan for maximum utilization of Library facilities.~~

PLANNING and DEVELOPMENT SERVICES

ASSESSING

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WEBSITE PROGRAM

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UTILITIES, TRAFFIC and TRANSPORTATION ENGINEERING

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PLANNING AND PLANNING SERVICES DATA AND PERFORMANCE METRICS

DATA

~~TOTAL OPERATING BUDGET~~

PLANNING

~~NUMBER OF REQUESTS FOR PLANNING INFORMATION RECEIVED~~

~~NUMBER OF RESEARCH PROJECTS COMPLETED FOR COMMITTEES OR COUNCIL~~

~~NUMBER OF ZONING PLAN APPLICATIONS~~

~~NUMBER OF ZONING PLANS AND APPLICATIONS COMPLETED~~

~~NUMBER OF SUBDIVISIONS AND BUSINESSES WITHIN TARGET ZONING AREAS (COMP PLAN)~~

~~TOTAL NUMBER OF SUBDIVISIONS REVIEWS COMPLETED~~

~~TOTAL NUMBER OF NEW BUSINESSES~~

~~TOTAL NUMBER OF HOUSES BUILT WITH C/O~~

NUMBER OF SUBDIVISIONS REVIEWS COMPLETED IN TARGET ZONES
NUMBER OF NEW BUSINESSES IN TARGET ZONES
NUMBER OF HOUSES BUILT WITH C/O IN TARGET ZONES

SQUARE FEET OF BUSINESS/COMMERCIAL DEVELOPMENT APPROVED

NUMBER OF MEETINGS ATTENDED:

- PLANNING BOARD
- CEDC
- COUNCIL
- ORC

GEOGRAPHIC INFORMATION SYSTEM PROGRAM (GIS)

NUMBER OF MAP LAYERS
TOTAL NUMBER OF DATA FIELDS
EMPLOYEES ASSIGNED TO GIS SYSTEM MANAGEMENT

PERFORMANCE METRICS

PLANNING

PERCENT OF CITIZENS RATING THE PLANNING PROCESS AS EXCELLENT OR GOOD

PERCENT OF APPLICANTS RATING THE PLANNING BOARD PROCESS AS EXCELLENT OR GOOD

AVERAGE DAYS TO REVIEW AND ACT ON ZONING APPLICATIONS

- PERCENT COMPLETED IN 45 DAYS
- PERCENT COMPLETED IN 90 DAYS
- PERCENT COMPLETED IN 180 DAYS
- PERCENT COMPLETED IN 360 DAYS

COMPREHENSIVE PLAN EFFICIENCY TARGET ZONE SUBDIVISIONS
COMPREHENSIVE PLAN EFFICIENCY TARGET ZONE NEW BUSINESS

COMPREHENSIVE PLAN EFFICIENCY TARGET ZONE HOUSES WITH C/O

GEOGRAPHIC INFORMATION SYSTEM PROGRAM (GIS)

PERCENT OF TOWN DATA AVAILABLE ON GIS

NUMBER OF ASSIGNED EMPLOYEES TRAINED IN GIS INPUT/MANAGEMENT

- GIS INFORMATION REQUESTS
- INTERNET/INTRANET GIS DATA HITS RECORDED IN SYSTEM
- GIS DATA BASE ACCURACY

CODE ENFORCEMENT SERVICES

CODE ENFORCEMENT OFFICER

Purpose: To ensure the safety and conformance of Gray’s buildings to Building code requirements. To maintain the value of property and safety of the occupants by permitting and inspecting construction, enforcing the zoning ordinance, and enforcing town codes in a timely and consistent manner. Work with Town boards, committees and the citizens to effectively and efficiently provide clear, concise, accurate information for proposed construction projects.

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FIRE INSPECTOR

Purpose: To maintain the safety of Gray’s buildings and respective occupants by inspecting construction and enforcing the Town’s Fire code in a timely and consistent manner. Work with Town boards, committees and the citizens to effectively and efficiently provide clear, concise, accurate information for proposed construction projects.

ANIMAL CONTROL OFFICER

Purpose: To preserve public order, protect lives and property, and reduce dog bites, cruelty to animals, dead dogs in the road, miscellaneous animal conflicts.

RECREATION

Purpose: To meet the recreational needs of citizens by providing high quality Recreation programs. To provide high quality, well maintained facilities and programs for the general public and community by maintaining Town Parks and Recreation facilities; to provide contractual and in-house services for private and public meetings and performances; develop programs and opportunities that fully utilize facilities and grounds; promote public awareness of the Town’s resources.

CODE ENFORCEMENT SERVICES DATA AND PERFORMANCE METRICS DATA

OPERATING BUDGET

CODE ENFORCEMENT HOURS (ANNUAL)

FIRE MARSHAL/INSPECTORS HOURS (ANNUAL)

CODE ENFORCEMENT SERVICES

BUILDING PLANS REVIEWED:

RESIDENTIAL NEW CONSTRUCTION

RESIDENTIAL RENOVATION/REMODEL

COMMERCIAL NEW CONSTRUCTION

COMMERCIAL RENOVATION/REMODEL

BUILDING PERMITS ISSUED

OCCUPANCY PERMITS ISSUED

CONSTRUCTION RELATED INSPECTIONS

ZONING COMPLAINTS INVESTIGATED

COMMERCIAL INSPECTIONS (LICENSE RELATED)

COMPLAINTS INVESTIGATED

VIOLATION NOTICES ISSUED

ZBA ADMINISTRATIVE APPEALS

FIRE INSPECTOR

FIRE CODE/PROTECTION SYSTEM PLANS REVIEWED

DOG OFFICER

CALLS PER YEAR

ANIMAL CONTROL CITATIONS ISSUED

ANIMALS CAPTURED/RETRIEVED

PERFORMANCE METRICS

CODE OFFICER

AVERAGE RESPONSE TIME (DAYS) FOR INSPECTION REQUEST
AVERAGE DAYS TO RECTIFY ZONING VIOLATION
TOTAL REVIEWS/INSPECTIONS PER (FTE)
PERCENT ZBA ADMINISTRATIVE APPEALS AWARDED TO APPELLANT

FIRE INSPECTOR

AVERAGE RESPONSE TIME (DAYS) FOR INSPECTION REQUEST
TOTAL REVIEWS/INSPECTIONS PER (FTE)

DOG OFFICER

CITATIONS PER CALL

PARKS and RECREATION

~~Purpose: To meet the recreational needs of citizens by providing high quality Recreation programs. To provide high quality, well-maintained facilities and programs for the general public and community by maintaining Town Parks and Recreation facilities; to provide contractual and in-house services for private and public meetings and performances; develop programs and opportunities that fully utilize facilities and grounds; promote public awareness of the Town's resources.~~

PARKS AND RECREATION DATA AND PERFORMANCE METRICS

DATA

OPERATING BUDGET
PROGRAM REVENUE THROUGH FEES
NUMBER OF PROGRAMS:
 OFFERED
 EXECUTED
NUMBER OF PROGRAMS
 ADULT
 CHILDREN
 ADULT AND CHILDREN
NUMBER OF STAFF SUPERVISED
MUNBER OF VOLUNTEER HOURS CONTRIBUTED

PERFORMANCE METRICS

PERCENT OF PARTICIPANTS RATING THE QUALITY

~~OF PROGRAMS AS EXCELLENT OR GOOD
PERCENT OF PARTICIPANTS WHO RATE THE
QUALITY OF STAFF AS EXCELLENT OR GOOD
PERCENT OF COST RECOVERY~~

~~**PUBLIC SAFETY SERVICES**~~

~~**Purpose:** To ensure the citizens of Gray are provided with an ongoing Fire fighting and Rescue force, Fire and Rescue related infrastructure including buildings and equipment, training, fire prevention and inspection safeguards and information, and other Fire and Rescue and life safety services administered in an effective and efficient manner.~~

~~**PUBLIC SAFETY SERVICES DATA AND PERFORMANCE METRICS**~~

~~**DATA**~~

~~FIRE AND RESCUE OPERATING BUDGET
GRAY VALUATION AS OF JULY 1 /\$000-
RESIDENTIAL FIRE EVENTS
BUSINESS-COMMERCIAL BUILDING FIRE EVENTS
MOTOR VEHICLE FIRE EVENTS
RESIDENTIAL RESCUE EVENTS
BUSINESS-COMMERCIAL RESCUE EVENTS
MOTOR VEHICLE RESCUE EVENTS
GRAY HOUSEHOLDS
GRAY POPULATION~~

~~**PERFORMANCE METRICS**~~

~~OPERATING COST PER \$000 VALUATION
OPERATING COST PER HOUSEHOLD-
OPERATING COST PER RESIDENT~~

~~**PUBLIC WORKS SERVICES**~~

~~**Purpose:** To deliver Public Works engineering and operational services that provide the Town of Gray a reliable, safe, effective road system. To ensure a safe and clean environment for citizens and high quality infrastructure that meets Town, state and federal standards by inspecting all related capital improvement construction work and construction of infrastructure by developers who receive Town of Gray issued permits; and by managing in-house and contractual services for construction, maintenance and repair of infrastructure including roadways, streets, sidewalks and storm water management systems and facilities.~~

~~**MOTOR VEHICLE MAINTENANCE PROGRAM**~~

~~**Purpose:** To ensure that the vehicles and equipment within the Town's fleet are always operational and well-maintained by providing an efficient, thorough and effective maintenance and repair program; managing vehicle acquisition and disposition; and managing fuel operations.~~

~~**PUBLIC WORKS SERVICES DATA AND PERFORMANCE METRICS**~~

~~**DATA**~~

- ~~TOTAL OPERATING BUDGET~~
- ~~WINTER ROAD BUDGET~~
- ~~WINTER PLOWING~~
- ~~WINTER STORM EVENTS~~
- ~~ANNUAL SNOWFALL~~
- ~~WINTER TONS OF SAND DEPLOYED~~
- ~~WINTER TONS OF SALT DEPLOYED~~
- ~~SUMMER ROAD BUDGET~~
- ~~CENTERLINE PAVED ROAD MILES~~
- ~~REPORTABLE ACCIDENTS - GRAY~~
- ~~WINTER ROAD CONDITION COMPLAINTS~~

~~**MOTOR VEHICLE MAINTENANCE PROGRAM**~~

- ~~MOTOR VEHICLE OPERATING BUDGET~~
- ~~MOTOR VEHICLES UNDER MANAGEMENT~~
- ~~EQUIPMENT UNDER MANAGEMENT~~
- ~~MECHANIC HOURS (ANNUAL)~~
- ~~GALLONS OF FUEL CONSUMED:~~
 - ~~DEISEL~~
 - ~~GASOLINE~~
- ~~SCHEDULED MAINTENANCE WORK ORDERS~~
- ~~NON-SCHEDULED REPAIR WORK ORDERS~~
- ~~EQUIPMENT WORK ORDERS~~

~~**PERFORMANCE METRICS**~~

- ~~OVERALL COST PER CENTERLINE MILE~~
- ~~WINTER COST PER CENTERLINE MILE~~

~~WINTER MANHOURS PER CENTERLINE MILE
WINTER MANHOURS PER STORM EVENT
WINTER TONS OF SALT PER CENTERLINE MILE
WINTER TONS OF SAND PER CENTERLINE MILE
WINTER COST PER STORM EVENT
WINTER COST PER INCH SNOWFALL
WINTER MANHOURS PER CENTERLINE MILE-INCH OF
SNOWFALL~~

~~**MOTOR VEHICLE MAINTENANCE PROGRAM**
PERCENT OF MECHANIC WORK HOURS SPENT ON
PROGRAMMED REPAIRS
PERCENT OF MECHANIC WORK HOURS SPENT ON NON-
PROGRAMMED REPAIRS
AVERAGE COST PER MAINTENANCE WORK ORDER:
PROGRAMMED MAINTENANCE
NON-PROGRAMMED MAINTENANCE
AVERAGE FUEL CONSUMED PER VEHICLE
DEISEL
GASOLINE~~

~~**CAPITAL PROJECTS**~~

~~**Purpose:** To develop and maintain town roads, streets, sidewalks, parks and facilities in an attractive, safe, clean and accessible condition by planning, managing, and implementing CIP renovation projects.~~

~~To provide a safe and effective street and sidewalk system by ensuring that public streets and sidewalks are designed to town standards; planning roadway and traffic control improvements; operating and maintaining traffic signals, beacons and street lights; coordinating with adjacent towns on traffic coordination and planning.~~

~~To ensure that the vehicles and equipment within the town's fleet are always operational and well-maintained by providing an efficient, thorough and effective maintenance and repair program; managing vehicle acquisition and disposition.~~

~~To ensure sound financial management by managing the investment of Town funds; managing the development and implementation of the Town's budget; preparing the Town's Capital Improvements Program (CIP) and Fiscal Analysis; performing studies and analyses; and providing recommendations to support the Council's financial decisions and fiscal policy.~~

~~**CAPITAL PROJECTS DATA AND PERFORMANCE METRICS**~~

~~**DATA**~~

~~TOTAL DOLLAR AMOUNT OF CAPITAL PROJECTS FORECAST OVER
NEXT 15 YEAR PERIOD
NUMBER OF CAPITAL PROJECTS FORECAST OVER NEXT 15 YEAR
PERIOD
PRESENT VALUE CAPITAL PROJECTS FORECAST OVER NEXT 15~~

~~YEARS~~

~~ANNUALIZED PAYMENT PROGRAM TO FUND CAPITAL PROJECTS
OVER THE NEXT 15 YEARS
COST OF CAPITAL AVERAGE PERCENT LAST 5 YEARS (INTEREST
ACCRUAL RATE FOR INVESTED FUNDS)
COST OF DEBT AVERAGE PERCENT LAST 5 YEARS (INTEREST
PAYOUT RATE FOR BORROWED FUNDS)
TOTAL DOLLAR AMOUNT OF CAPITAL PROJECTS CURRENT YEAR
NUMBER OF CAPITAL PROJECTS CURRENT YEAR~~

~~PERFORMANCE METRICS~~

~~AVERAGE NUMBER OF CAPITAL PROJECTS PER YEAR
AVERAGE DOLLAR AMOUNT OF CAPITAL PROJECTS PER YEAR
BASED ON PRESENT VALUE OF PROJECTS
NUMBER VARIANCE (CAPITAL PROJECTS CURRENT YEAR FROM
AVERAGE CAPITAL PROJECTS)
DOLLAR VARIANCE (CAPITAL PROJECTS CURRENT YEAR FROM
AVERAGE CAPITAL PROJECTS)
PERCENT VARIANCE — (ANNUALIZED PAYMENT PROGRAM TO
FUND CAPITAL PROJECTS OVER THE NEXT 15 YEARS)~~

~~RECYCLING~~

~~**Purpose:** To ensure that the Recycling engineering and operational services provide the Town of Gray with a reliable, safe, effective waste management and disposal system. To ensure a safe and clean environment for citizens and a high quality infrastructure that meets Town, state and federal recycling and waste management standards by managing contractual services for waste management, renovations, maintenance and repair of equipment and facilities.~~

~~RECYCLING DATA AND PERFORMANCE METRICS~~

~~DATA~~

~~DEPARTMENTAL BUDGET
HOUSEHOLDS - GRAY
TONS OF TRASH
TONS OF RECYCLABLES~~

~~PERFORMANCE METRICS~~

~~OPERATING COST PER HOUSEHOLD
OPERATING COST PER TON OF TRASH~~

~~LIBRARY~~

~~**Purpose:** To meet the needs of Gray’s citizens by providing high quality programs delivered to maximize attendance and effectiveness. To provide a high quality, well-maintained inventory of books, periodicals, and other media. To plan for maximum utilization of Library facilities.~~

~~LIBRARY DATA AND PERFORMANCE METRICS~~

~~DATA~~

- ~~OPERATING BUDGET~~
- ~~OPERATING REVENUE~~
- ~~DAYS OF OPERATION PER YEAR~~
- ~~HOURS OF OPERATION PER YEAR~~
- ~~NUMBER OF PATRONS WITH LIBRARY CARDS~~
- ~~PROGRAMS OFFERED PER YEAR~~
 - ~~ADULT~~
 - ~~CHILDREN~~
 - ~~ADULT AND CHILDREN~~
- ~~NUMBER OF PROGRAMS:~~
 - ~~OFFERED~~
 - ~~EXECUTED~~
- ~~NUMBER OF STAFF SUPERVISED~~
- ~~MUNBER OF VOLUNTEER HOURS CONTRIBUTED~~
- ~~NUMBER OF BOOK REQUESTS FROM INVENTORY~~
- ~~NUMBER OF BOOK REQUESTS FROM OTHER LIBRARY SOURCES~~
- ~~NUMBER OF COMPUTER TERMINALS~~
- ~~HOURS OF PATRON COMPUTER TERMINAL USAGE~~

~~BUILDINGS AND GROUNDS~~

~~**Purpose:** To maintain town parks and facilities in an attractive, safe, clean and accessible condition by planning and conducting preventive maintenance; managing CIP renovation projects; conducting repairs; providing in-house and contractual cleaning services; managing ADA compliance, and performing safety inspections.~~

~~BUILDINGS AND GROUNDS DATA AND PERFORMANCE METRICS~~

~~DATA~~

- ~~OPERATING BUDGET~~
- ~~NUMBER OF BUILDINGS MAINTAINED~~
- ~~SQUARE FEET OF BUILDINGS MAINTAINED~~
- ~~NUMBER OF PARKS, FIELDS, GROUNDS MAINTAINED~~
- ~~SQUARE FEET OF PARKS, FIELDS, GROUNDS MAINTAINED~~
- ~~NUMBER OF BUILDING WORK ORDERS PER YEAR~~
- ~~NUMBER OF PARKS, FIELDS, GROUNDS WORK ORDERS PER YEAR~~

~~NUMBER OF BUILDING WORK ORDERS COMPLETE
NUMBER OF PARKS, FIELDS, GROUNDS WORK ORDERS COMPLETE~~

~~PERFORMANCE METRICS~~

~~PERCENT OF CITIZENS RATING APPEARANCE OF TOWN BUILDINGS
AS EXCELLENT OR GOOD~~

~~PERCENT OF CITIZENS RATING APPEARANCE OF TOWN PARKS,
FIELDS, GROUNDS AS EXCELLENT OR GOOD~~

~~COST PER SQUARE FOOT OF BUILDING MAINTENANCE
COST PER SQUARE FOOT OF PARKS, FIELDS, GROUNDS~~

DEPARTMENTAL CLASSIFICATIONS AND ACCOUNT CODES

GENERAL DEPARTMENTAL CLASSIFICATIONS

CODE	DEPARTMENT	CURRENT-YR 2005/06 %	TOTAL	LAST-YEAR 2004/05	%-TOTAL	YR-BEFORE 2003/04	%-TOTAL
A-SUB-TOTAL GENERAL ADMIN							
		\$1,657,323	33.15%	\$1,468,382	31.74%	\$1,823,547	43.27%
B-SUB-TOTAL PLANNING SERVICES							
		\$75,519	1.51%	\$72,584	1.57%	\$60,607	1.44%
C-SUB-TOTAL ENFORCEMENT SERVICES							
		\$92,906	1.86%	\$82,625	1.79%	\$87,020	2.06%
D-SUBTOTAL PARKS AND RECREATION							
		\$85,303	1.71%	\$85,386	1.85%	\$85,796	2.04%
E-SUB-TOTAL PUBLIC SAFETY SERVICES							
		\$505,306	10.11%	\$482,529	10.43%	\$424,303	10.07%
F-SUB-TOTAL PUBLIC WORKS SERVICES							
		\$647,222	12.95%	\$683,161	14.77%	\$822,368	19.51%
1200-CAPITAL-PROJECTS							
		\$981,400	19.63%	\$846,936	18.31%	\$93,764	2.22%
2000-LIBRARY							
		\$173,053	3.46%	\$156,953	3.39%	\$140,061	3.32%
5400-RECYCLING							
		\$676,426	13.53%	\$652,632	14.11%	\$582,823	13.83%
5500-BUILDINGS AND GROUNDS							
		\$104,258	2.09%	\$94,466	2.04%	\$93,892	2.23%
TOTAL		\$4,998,716		\$4,625,654		\$4,214,181	

DETAIL

CODE	DEPARTMENT	CURRENT-YR 2005/06	%-TOTAL	LAST-YEAR 2004/05	%-TOTAL	YR-BEFORE 2003/04	%-TOTAL
A-GENERAL-ADMINISTRATION SERVICES							
100	ADMINISTRATION	\$293,845	5.88%	\$277,606	6.00%	\$262,480	6.23%
300	ASSESSING	\$68,097	1.36%	\$62,085	1.34%	\$74,265	1.76%
700	GENERAL ASSISTANCE	\$11,750	0.24%	\$15,165	0.33%	\$8,224	0.20%
900	ELECTIONS	\$5,250	0.11%	\$6,694	0.14%	\$2,697	0.06%
1000	DEBT SERVICE	\$226,199	4.53%	\$151,669	3.28%	\$246,355	5.85%
1100	RESERVES	\$196,700	3.94%	\$184,807	4.00%	\$483,133	11.46%
1300	EMPLOYEE BENEFITS	\$552,888	11.06%	\$483,132	10.44%	\$473,091	11.23%
1400	GENERAL INSURANCE	\$120,600	2.41%	\$113,594	2.46%	\$102,245	2.43%
4300	UTILITIES	\$127,223	2.55%	\$123,774	2.68%	\$124,552	2.96%
6000	TOWN COUNCIL	\$16,560	0.33%	\$15,168	0.33%	\$14,270	0.34%
6400	COMPREHENSIVE PLAN	\$100	0.00%	\$0	0.00%	\$1,540	0.04%
6500	WEBSITE	\$3,300	0.07%	\$5,974	0.13%	\$3,450	0.08%
6700	ECONOMIC DEVELOPMENT	\$725	0.01%	\$265	0.01%	\$490	0.01%
7100	STIMSON HALL	\$3,000	0.06%	\$2,899	0.06%	\$2,905	0.07%
8000	COMMUNITY SERVICES	\$31,086	0.62%	\$25,550	0.55%	\$23,850	0.57%
SUB-TOTAL GENERAL ADMIN		\$1,657,323		\$1,468,382		\$1,823,547	
B-TOWN PLANNING SERVICES							
200	PLANNING	\$60,287	1.21%	\$57,599	1.25%	\$54,997	1.31%
600	GIS MAPPING	\$7,000	0.14%	\$6,418	0.14%	\$764	0.02%
6300	PLANNING BOARD	\$6,852	0.14%	\$7,921	0.17%	\$3,716	0.09%
6600	ORDINANCE REVIEW COMMITTEE	\$1,380	0.03%	\$646	0.01%	\$1,130	0.03%

SUB-TOTAL PLANNING SERVICES	\$75,519		\$72,584		\$60,607	
C-CODE ENFORCEMENT SERVICES						
400-CODE ENFORCEMENT	\$75,966	1.52%	\$64,809	1.40%	\$72,580	1.72%
800-ANIMAL CONTROL	\$14,740	0.29%	\$13,083	0.28%	\$12,765	0.30%
6100-ZBA	\$2,200	0.04%	\$4,733	0.10%	\$1,675	0.04%
SUB-TOTAL ENFORCEMENT SERVICES	\$92,906		\$82,625		\$87,020	
D-PARKS AND RECREATION						
2001-PARKS AND RECREATION	\$84,953	1.70%	\$85,386	1.85%	\$85,746	2.03%
6200-RECREATION AND CONSERVATION	\$350	0.01%	\$0	0.00%	\$50	0.00%
SUBTOTAL PARKS AND RECREATION	\$85,303		\$85,386		\$85,796	
E-PUBLIC SAFETY SERVICES						
4000-PUBLIC SAFETY SERVICES	\$322,713	6.46%	\$306,631	6.63%	\$251,703	5.97%
4100-RESCUE	\$32,325	0.65%	\$31,177	0.67%	\$34,393	0.82%
4200-COMMUNICATIONS	\$150,268	3.01%	\$144,721	3.13%	\$138,207	3.28%
SUB-TOTAL PUBLIC SAFETY SERVICES	\$505,306		\$482,529		\$424,303	
F-PUBLIC WORKS SERVICES						
5000-WINTER ROADS	\$231,667	4.63%	\$288,360	6.23%	\$215,960	5.12%
5100-SUMMER ROADS	\$191,914	3.84%	\$175,767	3.80%	\$163,868	3.89%
5200-ADDITIONAL ROAD WORK	\$63,000	1.26%	\$64,962	1.40%	\$295,459	7.01%
5300-GARAGE	\$160,641	3.21%	\$154,072	3.33%	\$147,081	3.49%
SUB-TOTAL PUBLIC WORKS SERVICES	\$647,222		\$683,161		\$822,368	

Nathaniel Rudy

From: Kristen Muszynski
Sent: Thursday, January 26, 2023 4:41 PM
To: Doug Webster; Code Office; Pam Edson; Planning Assistant; Lauren Asselin; Cynthia Schaeffer; George Froehlich; Kyle Hadyniak; Judy Rand; Jonathan Hartt; Nathaniel Rudy; Finance Director; Kurt Elkanich; Timothy Estes; Anthony Dahms; Mose Russo; Josh Tiffany
Subject: Public Notices- Moving to PPH

Greetings:

This update is for those of you who publish **statutorily-required public notices** in the newspaper. These are notices such as those for ordinance changes, public hearings, elections and land use changes that require public notice per Maine law. *(If this does not apply to you because you do not deal with those, please disregard.)*

For many years, the town has been publishing these notices in the Lakes Region Weekly, via our ad rep Cyndy Bell. The Town Council at its January 17, 2023 workshop decided to do a six-month trial of using the Portland Press Herald instead, to allow greater flexibility with shorter deadline windows.

We will be publishing a final notice in the LRW on Feb. 3 to notify residents of the change; Kyle I will be sending that language along to you, as the council asked for you to share it in the newsletter and social media.

This change will become effective **February 6, 2023**.

We have a new point of contact for the Press Herald, Joan Jensen:
jjensen@pressherald.com

Please send all public notices to Joan going forward. Deadlines are as follows:

The PPH has no print edition on Mondays.

Tuesday deadline is Friday by noon
Wednesday deadline is Monday by noon
Thursday deadline is Tuesday by noon
Friday deadline is Wednesday by noon
Saturday.....deadline is Thursday by noon
Sunday.....deadline is Wednesday by noon

We should be shooting for Tues-Saturday publication under normal circumstances, as the Maine Sunday Telegram costs extra. (Our rate for the Town of Gray is \$1.73 per line daily and \$2.37 per line on Sunday.)

Katie, Joan will be your point of contact if we need updated vendor information, but the PPH and LRW are both under Masthead Media so it might not necessitate a change. Not sure.

-Kristen

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).

POSITION DESCRIPTION TOWN OF GRAY, MAINE

POSITION TITLE: FIREFIGHTER/EMT CALL MEMBER DATE CREATED/ REVISED: 01/12/2022

Classification: Call Member

Narrative: This position performs firefighting and EMS duties. This is skilled work in the scope of Public Safety services and in the operation and maintenance of department equipment, apparatus and stations. Employees of this class are responsible for a variety of Fire/EMS related activities, including but not limited to; responding to emergency calls from home, operating emergency apparatus and equipment, and maintaining PPE.

Supervision: This position is supervised by the Assistant Fire Chief and takes direction from the Officer in charge.

POSITION RESPONSIBILITIES/TASKS

Illustrative only and not all inclusive:

- Responds to Fire and EMS calls when available in an on-call status.
- Utilizes and maintains Fire/EMS related equipment and gear.
- Performs patient assessment, treatment, and transport in accordance with current protocols, standing orders and best practice.
- Safely and proficiently operates department apparatus under both routine and emergency response in all types of conditions.
- Performs firefighting activities including but not limited to suppression, ventilation, search and rescue, overhaul, forcible entry, rehab, rapid intervention, and vehicle extrication.
- Utilizes self-contained breathing apparatus and PPE as necessary to create a safe working environment.
- Communicates with dispatch, law enforcement, department officers and related personnel for the accurate and efficient dissemination of information.
- Maintains and implements a positive work environment with department staff, supervisors, and the public.
- Participates in department activities and public education.
- Participates in training activities as mandated.

POSITION REQUIREMENTS/QUALIFICATIONS

Education & Experience

Minimum Education Required:

- High School Diploma G.E.D/High School Equivalent Associate Degree
 Bachelor's Degree Advanced Degree

Certifications & Licenses

- Must be at least 18 years of age.
- Must hold current and valid Maine driver's license.
- Current CPR Certification
- EVOG Certification (or obtain within six months of hire)
- FF I/II (can be obtained after joining department)
- EMT (can be obtained after joining department)

Knowledge, Ability, Skills

- Has knowledge and experience in firefighting or willingness to enroll in a FF I/II course.
- Has obtained an EMT license or willingness to enroll in an EMT course.
- Basic knowledge of street layout and addressing system
- Basic knowledge of current procedures and department SOGs
- Ability to deal diplomatically with irate, violent, or frantic individuals.
- Ability to react quickly and calmly in emergency situations.
- Ability to understand and follow written and oral instructions.
- Ability to clearly communicate information both verbally and in writing.
- Ability to establish and maintain effective working relationships with departmental staff, supervisors, and the public.

Probationary Period: Employees in this position will be required to serve a probationary period of six months, during which time performance will be carefully evaluated. Written evaluations shall be done by the Fire Chief or his designee at a minimum of once every three (3) months during the probationary period. Continuation in this position will be contingent upon successful completion of the probationary period.

Physical requirements

- Maintain physical readiness required to perform firefighting/EMS duties.
- Emergency tasks and training involve the performance of physically demanding work, and may involve the lifting, carrying, pushing, and/or pulling of heavy objects, materials, and persons. (20-150 lbs.) Lifting may be assisted by other personnel if available. Members in this class must be able to work in adverse conditions and extreme weather conditions. Members must have the ability to climb and perform difficult tasks while wearing structural PPE including SCBA.
- Must possess hearing and speech to communicate in person and over the telephone and radio.
- Ability to communicate and deal with the public effectively.
- See chart below for more information.

Physical Requirements/Other:

Shift Length	<input checked="" type="checkbox"/> <8 hrs	<input type="checkbox"/> 8-12 hrs	<input type="checkbox"/> >12 hrs	<input type="checkbox"/> 24/7 operation	<input checked="" type="checkbox"/> On call
<input type="checkbox"/> Days	<input checked="" type="checkbox"/> Nights		<input type="checkbox"/> Evening (Occasional/Rare)	<input type="checkbox"/> Rotating	
DEFINITION KEY	Never: 0 hours	Rarely: <10 minutes/shift or up to 1 hour per week	Occasionally: up to 1/3 shift	Frequently: 1/3-2/3 shift	Constantly: >2/3 of shift
Lifting/Carrying (pounds)	Never	Rarely	Occasionally	Frequently	Constantly
0-10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-25	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25-50	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50-100	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
>100	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Typical distance carried: <input checked="" type="checkbox"/> within area <input type="checkbox"/> between areas <input type="checkbox"/> throughout facility					
Postures/Tasks	Never	Rarely	Occasionally	Frequently	Constantly
Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stairs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ladders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach/lift above shoulders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach/lift below knees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kneel/Crawl	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEFINITION KEY	Never: 0 hours	Rarely: <10 minutes/shift or up to 1 hour per week	Occasionally: up to 1/3 shift	Frequently: 1/3-2/3 shift	Constantly: >2/3 of shift
Postures/Tasks	Never	Rarely	Occasionally	Frequently	Constantly
Work overhead	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grasp with hands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Keying	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mousing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Writing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Acknowledgement

I have received a copy of this position description and having reviewed it, agree with its description and requirements, and understand that it is the basis for my performance and evaluations.

Name of Employee: _____ Date: _____

Name of Supervisor: _____ Date: _____

TOWN OF GRAY POSITION DESCRIPTION

POSITION TITLE: ASSISTANT CODE ENFORCEMENT OFFICER

DATE CREATED/ REVISED: 7/3/2017, 2/24/2022, 2/7/2023

Classification: ~~Full-Time, Exempt~~ Part-Time, Hourly

Narrative: This position requires a highly motivated, articulate individual with a strong sense of ethics to exercise a progressive amount of authority and responsibility as they enforce the various codes as authorized by the Town of Gray and complete the duties of a health officer as prescribed by the State Statutes. This position is responsible for issuing and inspecting various permits including building, plumbing, electrical, and demolition; enforcing certain state and municipal zoning ordinances; inspects health and sanitation related issues such as septic systems and maintains liaison with appropriate state and local agencies and maintains the necessary records system for public access.

Supervision: Supervision is provided to this position by the Lead Code Enforcement Officer.

POSITION RESPONSIBILITIES/TASKS

Essential Tasks, Skills, and Requirements:

- Must be able to work in an ever changing physical environment as various inspections are conducted.
- Must possess and maintain a valid vehicle operator's license at all times.
- Must possess and maintain the necessary certifications as required under 30-A, M.R.S.A., Sections 4201-4204, and 30-A, M.R.S.A., Section 4451 including but not limited to LPI and Code Enforcement Officer in the State of Maine.

Examples of Position Tasks (Illustrative only and not all inclusive)

- Must demonstrate ability to work with a variety of individuals and contractors while administering the inspection and enforcement services of this department
- Inspect buildings at various stages of construction, alteration or repair for compliance with the various codes as prescribed by municipal ordinances, State and federal codes, rules and regulations.
- Demonstrate considerable knowledge of approved methods and materials used in building construction, plumbing repair and installations and electrical repair and installations
- Provide code information as requested
- Work with other Departments, review various plans that may require permits, and be subject to planning board or zoning board jurisdictional issues. This includes analyzing and interpreting complex construction plans and specifications.
- Issue the appropriate permits after a review of applications
- Investigate complaints of possible code violations including health and sanitation
- Issue the appropriate notices of violations and take further enforcement actions as is warranted
- Upon final and satisfactory inspection of a new structure and/or change of use, issue a Certificate of Occupancy when appropriate

TOWN OF GRAY POSITION DESCRIPTION

- Communicate effectively both in writing and verbally as required
- Coordinate with the Code Enforcement administrative assistant
- Act as administrative staff to the Zoning Board of Appeals
- Is assigned the duties of the position of town Health Officer
- Plan, prepare, and submit an annual budget to the Manager reflecting the needs of both Code Enforcement and Health regulatory requirements as needed
- Perform all other tasks as assigned by the Code Enforcement Officer and the Town Manager

POSITION REQUIREMENTS/QUALIFICATIONS

Education & Experience

- High School Diploma or GED required
- 4-6 years of direct experience in this position or field.*

Certifications & Licenses

- Must be state certified as a code officer by the State of Maine.

Specialized Training

Experience in the construction field, electrical or plumbing fields or related vocational training in the building trades or further college curriculum in a related field, demonstrated knowledge of National and International building and life safety codes is desirable.

* Additional curriculum and degree work may be substituted for up to two years of experience, but there must be at least 4 years of field experience.

Physical Requirements/Other:

Title/Department:		Code Enforcement			
Shift Length	<input checked="" type="checkbox"/> <8 hrs	<input checked="" type="checkbox"/> 8-12 hrs	<input type="checkbox"/> >12 hrs	<input type="checkbox"/> 24/7 operation	<input type="checkbox"/> On call
<input checked="" type="checkbox"/> Days:	<input type="checkbox"/> Nights		<input checked="" type="checkbox"/> Evening	<input type="checkbox"/> Rotating	
DEFINITION KEY	Never: 0 hours	Rarely: <10 minutes/shift or up to 1 hour per week	Occasionally: up to 1/3 shift	Frequently: 1/3-2/3 shift	Constantly: >2/3 of shift
Lifting/Carrying (pounds)	Never	Rarely	Occasionally	Frequently	Constantly
0-10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-25	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25-50	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50-100	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
>100	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWN OF GRAY POSITION DESCRIPTION

Typical distance carried: <input checked="" type="checkbox"/> within area <input type="checkbox"/> between areas <input type="checkbox"/> throughout facility					
Postures/Tasks	Never	Rarely	Occasionally	Frequently	Constantly
Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ladders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach/lift above shoulders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach/lift below knees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kneel/Crawl	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEFINITION KEY	Never: 0 hours	Rarely: <10 minutes/shift or up to 1 hour per week	Occasionally: up to 1/3 shift	Frequently: 1/3-2/3 shift	Constantly: >2/3 of shift
Postures/Tasks	Never	Rarely	Occasionally	Frequently	Constantly
Work overhead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grasp with hands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Keying	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mousing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Writing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cognitive Demands/Sensory Requirements – For specific job demands, employee must be able to:					
<input checked="" type="checkbox"/> see		<input checked="" type="checkbox"/> hear		<input checked="" type="checkbox"/> distinguish color	
<input type="checkbox"/> work in diminished lighting		<input checked="" type="checkbox"/> make critical decisions		<input checked="" type="checkbox"/> perform in fast-paced environment	
<input checked="" type="checkbox"/> speak		<input type="checkbox"/> work at a set pace/rate		<input checked="" type="checkbox"/> remember accurately	
<input checked="" type="checkbox"/> work under deadlines		<input checked="" type="checkbox"/> perform multiple tasks		<input checked="" type="checkbox"/> work independently	
<input checked="" type="checkbox"/> understand verbal instructions		<input checked="" type="checkbox"/> understand written instructions			
<input checked="" type="checkbox"/> other: Ability to prioritize as necessary					

Acknowledgement

I have received a copy of this position description and having reviewed it, agree with its description and requirements and understand that it is the basis for my performance and evaluations.

Name of Employee: _____ Date: _____

TOWN OF GRAY
POSITION DESCRIPTION

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TOWN OF GRAY POSITION DESCRIPTION

POSITION TITLE: CUSTODIAN – BUILDINGS & GROUNDS

DATE CREATED/REVISED: 08/27/13; 06/28/19; 09/19/22; 02/07/23

Classification: Full Time, Hourly

Narrative: This is a position that provides custodial and janitorial services to the Town’s various buildings and outdoor facilities as needed. The services provided create the opportunity to present the town’s buildings and outdoor facilities at a level that promotes pride in the community as well as improved or extended useful life of those buildings.

Supervision: Supervision is provided to this position by the Buildings and Grounds Director. This position generally provides no supervision to other personnel except when seasonal staff or volunteers may be assigned to assist this position in accomplishing its work.

POSITION RESPONSIBILITIES/TASKS

Illustrative only and not all inclusive:

- Provides general cleaning to the interior and exterior of assigned buildings, completing those tasks in a manner that demonstrates pride in the work.
- Performs and assists with seasonal floor maintenance as needed.
- Must be able to work independently and follow directions.
- Completes all interior maintenance functions following acceptable janitorial practices and procedures.
- Completes all exterior maintenance functions safely following acceptable building maintenance practices and procedures.
- Must possess and maintain a valid Maine vehicle operator’s license.
- Takes on other assignments as needed or required.

POSITION REQUIREMENTS/QUALIFICATIONS:

Minimum education: High School Diploma G.E.D Associates Degree
 Bachelor’s Degree Advanced Degree

Prior Experience: 2 Years of direct experience in this position or field.

Specialized Training: custodial

Physical Requirements/Other:

Shift Length	<input checked="" type="checkbox"/> <8 hrs	<input type="checkbox"/> 8-12 hrs	<input type="checkbox"/> >12 hrs	<input type="checkbox"/> 24/7 operation	<input type="checkbox"/> On call
<input checked="" type="checkbox"/> Days:	<input type="checkbox"/> Nights		<input type="checkbox"/> Evening (Occasional/Rare)		<input type="checkbox"/> Rotating
DEFINITION KEY	Never: 0 hours	Rarely: <10 minutes/shift or up to 1 hour per week	Occasionally: up to 1/3 shift	Frequently: 1/3-2/3 shift	Constantly: >2/3 of shift
Lifting/Carrying (pounds)	Never	Rarely	Occasionally	Frequently	Constantly
0-10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-25	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25-50	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50-100	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
>100	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Typical distance carried: within area <input type="checkbox"/> between areas <input checked="" type="checkbox"/> throughout facility					
DEFINITION KEY	Never: 0 hours	Rarely: <10 min/shift or up to 1 hr/wk	Occasionally: up to 1/3 shift	Frequently: 1/3-2/3 shift	Constantly: >2/3 of shift
Postures/Tasks	Never	Rarely	Occasionally	Frequently	Constantly
Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ladders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach/lift above shoulders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach/lift below knees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kneel/Crawl	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Postures/Tasks	Never	Rarely	Occasionally	Frequently	Constantly
Work overhead	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grasp with hands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Keying	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mousing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Writing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cognitive Demands/Sensory Requirements – For specific job demands, employee must be able to:					
<input checked="" type="checkbox"/> see	<input checked="" type="checkbox"/> hear	<input type="checkbox"/> distinguish color			
<input type="checkbox"/> work in diminished lighting	<input type="checkbox"/> make critical decisions	<input checked="" type="checkbox"/> perform in fast-paced environment			
<input checked="" type="checkbox"/> speak	<input type="checkbox"/> work at a set pace/rate	<input checked="" type="checkbox"/> remember accurately			
<input checked="" type="checkbox"/> work under deadlines	<input checked="" type="checkbox"/> perform multiple tasks	<input checked="" type="checkbox"/> work independently			
<input checked="" type="checkbox"/> understand verbal instructions	<input checked="" type="checkbox"/> understand written instructions				
<input type="checkbox"/> other:					

Acknowledgement
I have received a copy of this position description and having reviewed it, agree with its description and requirements and understand that it is the basis for my performance and evaluations.

Name of Employee: _____ Date: _____

Name of Supervisor: _____ Date: _____