

TOWN OF GRAY
GRAY TOWN COUNCIL
AGENDA • MARCH 21, 2023

**Gray Town
Council Regular
Meeting**

Town Council Chambers
24 Main Street, Gray, ME 04039
<https://us06web.zoom.us/j/88986083219>
Phone 646-558-8656 / Meeting ID: 88986083219

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 March 7, 2023
2. ZBA fee changes

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: 889 8608 3219

VI. ADJUSTMENTS TO THE AGENDA 5 MINS

VII. PRESENTATION 7:20PM

1. Updated budget recommendations - Nathaniel Rudy, Town Manager 15 MINS + 15 MINS Q&A

VIII. ACTION ITEMS 7:50PM

1. To Review and Approve the Reevaluation Request for Proposal. 5 MINS

Proposed motion:

Ordered, the Gray Town Council approves the Reevaluation Request for Proposal.

2. To Review and Approve the Appointment of Britt Barton as Town Clerk. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council appoints Britt Barton as Town Clerk effective March 21, 2023.

3. To Review and Approve the Libby Hill Trails Maintenance Agreement. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council approves the Libby Hill Trails Agreement.

IX. REPORT FROM THE COUNCIL CHAIR 10 MINS

X. REPORT FROM THE TOWN MANAGER 10 MINS

XI. COMMITTEE REPORTS 10 MINS

XII. COUNCIL CORRESPONDENCE/ACTIVITIES 5 MINS

XIII. ADJOURNMENT 8:40PM

** 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 • March 7, 2023**

**Council Regular
Meeting**



7:00 PM

I. OPENING STATEMENT

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

II. ROLL CALL

Attendee Name	Title	Status
Sandra Carder	Chair	Present
Krista Chappell	Vice Chair	Present
Michael Curtis	Council Member	Absent
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 February 7, 2023

IV.2 -Minutes from the Executive Session on February 21, 2023

IV.3 -Minutes from the Town Council Meeting on February 21, 2023

IV.4 -Senior Property Tax Assistance payments

Motion: Ordered, the Gray Town Council approves the Consent Agenda.

RESULT:	PASSED 4-0
MOVER:	Krista Chappell
SECONDER:	Martin Meaney
AYES:	Sandra Carder, Krista Chappell, Dan Maguire, Martin Meaney

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

The Public Comment period was opened at 7:10pm.

V.1 Mr. Brad Fogg commented that the Zoning Board of Appeals did not have enough members to have a meeting in February but the next meeting will be happening. He mentioned obstacles to recruiting and training members.

Councilor Sandra Carder: The Town will want to promote volunteerism in Town government. Prospective candidates should consider that the ZBA’s role is structured by ordinance, statute, and process.

Nathaniel Rudy, Town Manager: Will work with the ZBA chair to coordinate training with a combination of videos and the Town Attorney if needed.

V.2 Mr. Derek Shirley provided comments to support an update to the Cannabis Ordinance mentioning how growing hemp can help Gray’s PFAS (forever chemical) issue. He also mentioned how it could be an opportunity for agritourism.

The Public Comment period was closed at 7:23 PM.

VI. ADJUSTMENTS TO THE AGENDA

None

VII. PRESENTATIONS

VII.1 Zoning Board of Appeals Fee changes - Tammy Munson, Lead Code Enforcement Officer

Tammy Munson, CEO explained that advertising cost for the ZBA will increase with the recent switch to the use of Portland Press Herald. She believes ZBA fees should reflect the cost of advertising and staff time. Tammy Munson, CEO agrees with proposal to provide video training plus Town Attorney training for new ZBA members if possible.

VII.2 Libby Hill Trails Maintenance Agreement - Sandy Carder, Council Chair

Town Council Chair Carder noted that the maintenance agreement between MSAD-15, Gray Community Endowment, and the Town of Gray was reviewed by GCE, the facilities committee at the school, and both the school and Town legal counsel. It was tabled at the March 1st school board meeting, but they will come back in two (2) weeks. The three owning entities have agreed that the Town will be the fiscal agent, using Town equipment purchased and maintained with OF or CIP funds. Council Chair Carder mentioned that there should be a forest management plan for the full trail system. All three owning entities have agreed to create one forest management plan.

VIII. ACTION ITEMS

VIII.1 To Review and Approve an updated Fiscal Policy.

Motion: Ordered, the Gray Town Council approves the updated Fiscal Policy.

RESULT:	PASSED 3-1
MOVER:	Krista Chappell
SECONDER:	Martin Meaney
AYES:	Sandra Carder, Krista Chappell, Martin Meaney
NAYES:	Dan Maguire

Town Manager noted that the Finance Committee is conducting a review of the Town’s other fiscal policy documents and there may be further revision in the future.

VIII.2 To Review and Approve a suspension of Section 3.5 of the Gray Community Television (GCTV2) Policies for a period of 6 months until September 7, 2023.

Motion: Ordered, the Gray Town Council approves a suspension of Section 3.5 of the Gray Community Television (GCTV2) Policies for a period of 6 months until September 7, 2023.

RESULT:	PASSED 3-1
MOVER:	Krista Chappell
SECONDER:	Martin Meaney
AYES:	Sandra Carder, Krista Chappell, Martin Meaney
NAYES:	Dan Maguire

Town Manager noted that it is misleading for staff to follow the provisions of Section 3.5 of the GCTV2 policies as they appear to be the “sponsors” of most current content. This will improve as more content is produced by the public and education community.

IX. REPORT FROM THE COUNCIL CHAIR

Council Chair Carder met with MeDOT and Staff to discuss funding options for the Yarmouth Rd. project. Chair Carder discussed the following:

- Working to verify town funds and GWD funds.
- Discussed CHIPS and Raise Grant programs during her meeting.
- Chair Carder will create interpretation from her notes, review with MeDOT and present to council.
- GWD applying for an earmark for water infrastructure on Yarmouth Rd.
- MPI program cap under review at MeDOT, may increase from current \$625k.
- Council will present the patchwork of funding sources to voters as part of budget.
- Perhaps bundle Yarmouth Rd. and Main St. projects to submit for Raise Grant.
- Will discuss more fully in an upcoming workshop.
- Anne Gass submitted an earmark request for the Libby Hill Rd. project to Senators Collins and King's offices and Representative Pingree's office. She also submitted required info to MeDOT to obtain approval to be added to their list for the earmark project and MEDOT grant money.
- Town Council upcoming schedule was discussed.

X. REPORT FROM THE TOWN MANAGER

- The Town made an offer that was accepted for the Town Clerk position, Britt Barton will be starting March 15th.
- The Town was offered a USM Mukee School intern for the summer, with the only expense being to have the student attend the Town Manager Interchange along with the Town Manager in August, which would cost under \$500.
- The EOP revision was included in the agenda packet, he asks for support for minor formatting changes that will be added before distribution.

XI. COMMITTEE REPORTS

Councilor Meaney:

- ZBA meets March 27th 7pm- three zooming issues
- PB March 9th 6pm -Avesta workshop
- FC March 23rd 2:30 -fiscal policy
- WBF met February 23rd -vendor booth applications going out. Will meet March 14th and TBD. Maine Office of Tourism Grant will be spent on magazine ads.

Councilor Maguire:

-PB no work except WS on Thursday March 9th

Councilor Chappell:

- Resiliency Committee met February 24th for a regular meeting.
- March 1st was a successful community resiliency partnership launch with over 20 people attending.
- Will gather information and share it at the regional summit in April.
- GPCOG executive committee met on February 28th for a presentation including Transit Together, regional transmit services, hosted a gathering of lakes region communities and discussed how to collaborate. Update on strategic plan goals, housing strategy, housing strategies that align with LD2003 and GMA.
- OAC convenes March 9th.

Chair Carder:

- Recreation- approved backlog in minutes.
- Considered new recreation programs for girls.
- Shamrock Shake is on September 18th for grades 5 and under.
- Summer camp registration April 11th at 8am, fills up in 15 minutes.
- Next recreation meeting on April 3rd 6:00pm
- DMS March 10th.
- OSC April 5th at 6:00pm

XII. COUNCIL CORRESPONDENCE/ACTIVITIES

Councilor Meaney: None

Councilor Maguire: Contact with someone who works for the food bank looking for a possible second location, he found one lead to pass along.

Councilor Chappell: Received an email from a resident interested in running for Town Council. Met with Chair Carder and Town staff for Microsoft Teams training.

Chair Carder: Heard from a Yarmouth Rd. resident who had comments about the plan. Received an email from Kathy Tombarelli about the Yarmouth Rd. plan, she gave support for underground utilities. Received an email from Mary S. Underwood about creating content for GCTV about Nordic walking. State Legislative delegation has Recognized Mary Underwood with the Spirit of America award.

XIII. ADJOURNMENT

Motion to Adjourn at 8:23 PM

RESULT:	PASSED 4-0
MOVER:	Martin Meaney
SECONDER:	Krista Chappell
AYES:	Sandra Carder, Krista Chappell, Dan Maguire, Martin Meaney

-CZ

ZBA FEE CHANGES

COMMUNITY DEVELOPMENT		
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	\$500.00
Variance Application (includes legal advertising and abutter notifications)	\$300.00	\$500.00
	Fees	Proposed Changes



TOWN OF GRAY

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

CODE ENFORCEMENT OFFICE

Tammy Munson, Lead Code Enforcement Officer
ceo@graymaine.org

MEMORANDUM

Date: 03/06/2023

To: Members of the Town Council

From: Tammy Munson, Lead Code Enforcement Officer

Re: Board of Appeals Fee Adjustment

The Town of Gray has seen a higher demand for variance requests. Based on the staff preparation time, preparing supporting items for packet information/distribution, the increase in advertising fees, and mailings, the Town is not recovering the costs associated with applications. We recently had to change our advertisements to a new newspaper and the advertising fees are close to \$250, which has roughly doubled compared to the prior newspaper fees.

The current fee is \$300 per ZBA application. We are requesting the Council adjust this fee to \$500 for the Town to recover the expenses associated with processing these applications. Thank you for your time on this matter.



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

March 17, 2023

To: Gray Town Council

RE: Preliminary Town Manager FY24 Budget Recommendation to Town Council

I am presenting to you a preliminary version of the Town Manager FY24 budget recommendation, for your use in deliberations at your 3/21, 3/23, and 3/27 meetings to finalize the FY24 budget. The changes I propose are listed in this memo and after review will be reflected in an updated TRIO budget request report in the 2024 Manager column. You will receive additional reports and memos on outstanding budget considerations and information on TIF and CIP separately. I welcome discussion and direction from Council on these recommendations and any other outstanding decisions that you will discuss in the coming week.

Dept	Line	ID	Amt. Change	New Total	Notes
<i>EXPENSE</i>					
01-10	02-150	Pers Dev	\$1500	\$7,500	Increase Manager Pers Dev \$1,500
01-10	02-700	Legal	-\$5,000	\$25,000	
01-20	02-700	Legal	-\$2,500	\$12,500	
01-40	02-500	Mileage	-\$1,000	\$3,000	
01-40	02-700	Legal	-\$2,000	\$10,000	
01-60	02-150	Pers Dev	\$200	\$400	Increase for GA Spring Seminar training
01-60	02-500	Mileage	\$150	\$200	Increase for GA Spring Seminar training
Dept	Line	ID	Amt. Change	New Total	Notes

01-65	02-900	Comm/IT contingency	\$8,000	\$8,000	New: contingency fund per director request
01-65	new	C/IT FOAA Admin	\$3,000	\$3,000	Create new line for "FOAA Admin Stipend"
02-14	02-683				Change label to "Vac Accrual Funds" to separate from "Sick Accrual Funds" in separate line
04-41	01-203	Retirement			Change FT FF/EMT-PARA to MePERS 3C including Chiefs
04-41	01-100	FT Wage			Adjust to remove request for two new FT FF/EMT-PARA
04-41		per person adj			Adjust other budget lines to reflect removing two new FT positions
04-41	02-101	other benes as identified by FD			cont
04-41	02-151	other benes as identified by FD			cont
04-41	02-152	other benes as identified by FD			cont
04-41	04-222	other benes as identified by FD			cont
04-41		Others as identified by FD			cont
Dept	Line	ID	Amt. Change	New Total	Notes

05-53	03-691	Private Roads	\$2,500	\$177,500	Add Woodcock Dr per 3/16 TC WS
05-55	01-100				Ensure that adjustment to FT wages are included; adjust other benes if needed
05-55		other benes as identified by FD			cont
05-55	01-120				Ensure that adjustment to PT wages are included; adjust other benes if needed
05-55		other benes as identified by FD			cont
06-61	02-700	Legal	-\$5,000	\$20,000	
06-61	02-900	Contingency	\$0		Relabel as "Education Fund" or put that in the subtext of this line
06-62	02-700	Legal	-\$2,000	\$5,000	
06-61	10-7XX	Public Trans	\$20,000	\$20,000	new: RTP public trans per TC mtg 3/16
09-80	10-713	Lake Quality	-\$3,000	\$13,500	reduce per TC meeting 3/16
REVENUE					
Dept	Line	ID	Amt. Change	New Total	Notes
	01-150	Dog Control			adjust revenue for new rates
	04-55	PS Revenue			adjust revenue for new rates
05		PW Services			adjust revenue for new waste rates
Dept	Line	ID	Amt. Change	New Total	Notes

	05-80	Transfer Station Sticker			adjust revenue for sticker fee increase to \$10 from \$5
<i>CAPITAL</i>					
					Council Decisions on final TIF and CIP



TOWN OF GRAY

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

DEPARTMENT OF BUILDINGS AND
GROUNDS

Mo Russo III, Director
mrusso@graymaine.org
207-657-3339 ext.131

MEMO

To: Nate Rudy, Town Manager
Gray Town Council

From: Mo Russo, Director of Buildings and Grounds

Date: March 16, 2023

Re: Sign Making

In my initial CIP request to, I included the following projects: Public Services Sign and Welcome to Gray Turnpike sign as needing to be replaced. The estimated cost of these combined projects is \$40,000. \$32,000 is in the proposed CIP budget with an anticipated carryforward of \$8,000 from FY2023 CIP.

Considering continual delays from our current sign vendor with the fabrication and installation of the “Welcome to Gray” and “Entering Gray Village” signs, the prolonged process of the Pennell Sign project, and the rising costs to have vendors perform this work I would like to propose this option.

The Buildings and Grounds Department could take on the fabrication and installation of these sign projects, in the future we would be able to fabricate additional signs in a more timely manner. The upfront cost to purchase the equipment for fabricating signs is approximately \$1,500. The cost to fabricate the signboards for the Turnpike location and the Public Services Complex is \$3,000. These items could be funded from the anticipated \$8,000 balance of this year’s sign project.

This option would not have been possible previously as the department did not have the shop space to perform fabrication of projects this large in the Manual Arts Building.

The remaining \$3,500 of the \$8,000 balance of this year’s project would be a requested carryforward to cover the cost of the new dedicated circuit for the LED sign at the Public Services Complex and associated electrical work. The amount requested for FY2024 CIP would reduce from \$32,000 to \$16,000.



TOWN OF GRAY

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

OFFICE OF THE ASSESSOR

Lauren Asselin, Assessor
lasselin@graymaine.org
(207) 657-3339 ex. 112

To: Town Council
From: Lauren Asselin
Date: March 14, 2023
Subject: Revaluation RFP

The RFP for the proposed revaluation/equalization project to be effective with the FY2025 tax commitment was posted on February 1, 2023, with a submission deadline of February 22, 2023. We did not receive any proposals although one firm asked if we would consider a proposal for a future year. We also received responses from three other firms informing us that they did not have any availability for the requested year.

Considering these responses, I would recommend that the original RFP be amended to allow submissions for years after FY2025. This would give qualified firms the opportunity to submit proposals for a future year ensuring that the Town of Gray is prepared to implement the revaluation/equalization project as soon as possible.

Publishing an emended RFP may also result in receipt of a proposal for FY2025 as there are likely qualified forms that were unaware of the original RFP.

The amended RFP will be posted on the Town of Gray Facebook page and website; Maine Municipal's website; The Maine Association of Assessing Officers Listserv; and in the Portland Press Herald.

LIBBY HILL FOREST
MANAGEMENT AGREEMENT

THIS LIBBY HILL FOREST MANAGEMENT AGREEMENT (the “Agreement”) is entered into on _____, 2023 (the “Effective Date”), by and between the Town of Gray, a Maine body corporate (the “Town”), Maine School Administrative District No 15, a school administrative unit acting by and through its school board (the “School”), and the Gray Community Endowment Corporation, a Maine nonprofit corporation (“GCE”) (collectively, the “Parties”).

RECITALS

WHEREAS, Libby Hill Forest, located in Gray, Maine, spans properties owned by, *inter alia*, the Town, the School, and GCE (collectively, the “Landowners”); and

WHEREAS, Libby Hill Forest includes publicly accessible multipurpose recreational Trails, as defined in [Section II.A-~~Article 2A~~](#) hereof, and serves as a gathering place for public events as described in Section I(B) below; and

WHEREAS, the Trails of Libby Hill Forest are presently maintained by the Friends of Libby Hill, an informal, unincorporated volunteer group that stewards and promotes the trails, with primary oversight and support by the GCE; and

WHEREAS, the Parties desire to preserve Libby Hill Forest for trail purposes and to create, maintain, and manage the Trails of Libby Hill Forest for public use.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. GENERAL

- A. Description of the Property. The property subject to this Agreement is identified in the description in Exhibit A, attached hereto and made a part hereof (“Libby Hill Forest”). The trails shown on the map attached hereto as Exhibit B, and made a part hereof, are subject to this Agreement (“Trails of Libby Hill Forest”).
- B. Purpose. The purpose of this Agreement is to establish the terms and conditions under which the Parties will provide for the long-term management of public use of the Trails of Libby Hill Forest, including but not limited to mutual financial and operational assistance for the maintenance, grooming, reconstruction, and new construction of the Trails of Libby Hill Forest for hiking, running, orienteering, snowshoeing, biking, horseback riding, and other public recreation (the “Program”). For purposes of this Agreement, the Parties do not intend to provide for the management or maintenance of the Trails of Libby Hill Forest that have been designated for [ATV and](#) snowmobile activities, which shall be the sole responsibility of the Gray-New Gloucester ATV Club and the Gray Snowwolves Club.
- C. Town and School Authority; Interlocal Agreement. The Town and School are public agencies within the meaning of 30-A M.R.S. § 2202 and enter into this Agreement pursuant to the authority granted to them by 30-A M.R.S. Chapter 115 (“Interlocal Cooperation”) and all other applicable laws and rules.
- D. Term. This Agreement shall commence on the Effective Date and shall expire five years from the Effective Date (the “Initial Term”); *provided, however*, that this Agreement shall automatically renew for additional five-year terms (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless this Agreement is terminated pursuant to Section [III.C.2-~~H.C.2~~](#).
- E. Governance and Administration.
 1. This Agreement shall be administered by the Maintenance Manager, as defined in Section [F-G](#) below.

F. Maintenance Manager. The Town’s Director of Buildings and Grounds (“Maintenance Manager”) shall serve as chief executive officer of the Trails of Libby Hill Forest. The Maintenance Manager shall be responsible for all aspects of the Program as defined in Section I.B (“Purpose”), which may include, without limitation:

1. Preparing the annual operating budget;
2. Preparing a Capital Improvement Plan (“CIP”) schedule and maintenance plan pursuant to Section [III.A.2-III.A.3](#);
3. Preparing a recreation management plan pursuant to Section [III.A.2-III.A.1](#);
4. Upon approval by the annual School and Town budget appropriation, implementing the annual operating budget, CIP schedule and maintenance plan, management plans, and any other policies and procedures;
5. Shadowing ~~GCE’s~~ ~~CGE’s~~ representatives to observe current and historical Libby Hill Forest management practices; and
6. Supervising and managing the work of the Town’s Buildings and Grounds staff and Town volunteers to maintain and manage Libby Hill Forest in accordance with this Agreement.

Notwithstanding the duties of the Maintenance Manager set forth under this Agreement, the Maintenance Manager shall remain solely an employee of the Town and shall be primarily dedicated to performing the requirements of the job of Director of Buildings and Grounds for the Town.

G. Fiscal Agent. The Parties hereby designate the Town to serve as the fiscal agent for the Program (the “Fiscal Agent”). The Fiscal Agent shall:

1. Administer the annual operating budget of the Program, including without limitation accounting and auditing requirements related thereto, and shall establish a separate Libby Hill Fund under the Town’s Chart of Accounts;
2. Ensure compliance with the terms and conditions of any gifts and any charitable or governmental grants that may be secured by any of the Parties for the Program on or after the Effective Date;
3. Serve as employer for the Program, as needed. All persons employed for the Program, who are not already employees of the GCE or the School, shall be employees of the Fiscal Agent. As the Program employer, the Fiscal Agent shall have all authority under applicable law to hire, evaluate, non-renew, lay off, or terminate employees serving the Program. The employment policies and rules of the Fiscal Agent shall apply to all employees of the Program, and independent contractors serving the Program shall contract with the Fiscal Agent. For the avoidance of doubt, the Maintenance Manager and the Town’s Building and Grounds staff shall remain employees of the Town and shall not be considered employees of the Program. Members of GCE who are responsible for running the equipment necessary to perform snow grooming services as set forth in this Agreement shall be entitled to receive a stipend from the Fiscal Agent, but may be classified as either an employee or independent contractor by the Fiscal Agent subject to applicable laws. To the extent any employee of the School performs services under this Agreement, that employee shall remain an employee of the School and shall not be considered an employee of the Town, GCE or the Program;
4. Administer procurements and enter into contracts for goods and services for the Program, including to contract a licensed forester to prepare a Forest Management Plan pursuant to Section [III.A.1](#); [II.A.2](#);
5. Expend Program funds in accordance with the approved Program budget;

6. Invest Program funds in accordance with 30-A M.R.S. §§ 5706-5719; and
7. Perform any other functions concerning the fiscal management of the Program.

II. RECREATIONAL TRAIL EASEMENT

- A. Public Recreation Trail Easement. Within six (6) months of the date of execution of this Agreement, the School, the Town and GCE agree to work collaboratively to develop and execute recreation trail easements (the “Recreation Trail Easement”) or another form of easement as may be agreed upon by the Parties, for the purpose of expressly permitting public access over the trail corridor that presently exists on the date hereof over a portion of the property owned by the School and GCE that connects with the trail corridor as presently exists on the property owned by the Town as of the date hereof (hereinafter referred to as the “Trails”) and for the purpose of permitting access to the Trails to exercise the respective rights and perform the respective responsibilities under this Agreement.

III. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

A. Management Plans.

1. Forest Management Plan. The Parties will cooperate in the development of a joint forest management plan for the Trails of Libby Hill Forest. The Town, at the recommendation of the Maintenance Manager, may retain the services of a licensed forester to prepare the plan, assess existing forest resources (including volume, stocking, and monetary value of timber stands), and develop recommendations and schedules for timber stand improvement, harvesting activities, and forest regeneration activities on each parcel comprising the Libby Hill Forest. To implement the recommendations of the joint forest management plan, each Landowner must grant prior approval in writing of any timber harvesting activity to be conducted on its property. The Parties agree that any revenues derived from timber harvesting activities conducted pursuant to the forest management plan will be placed in the Libby Hill Fund and used to offset annual costs and otherwise finance the activities of the Program.

2. CIP Schedule and Maintenance Plan. The Maintenance Manager shall prepare a Capital Improvement Plan (“CIP”) schedule and maintenance plan for the Trails of Libby Hill Forest during the Initial Term, taking into consideration operational and management issues, land management objectives, trail construction and maintenance. In preparing the CIP schedule and maintenance plan, the Maintenance Manager may also prepare a recreation management plan for the public use of Trails of Libby Hill Forest, including a description of the recreational and other resources found in Libby Hill Forest; and recommendations on how the land management objectives for Libby Hill Forest may be implemented.

B. Operating Budget; Cost Sharing.

1. Funding Sources. The activities of the Program shall be financed with any of the following sources:
 - a. Charitable donations provided to one or more of the Parties for the support of public use of the Trails of Libby Hill Forest.
 - b. Charitable or governmental grants which one or more of the Parties submits in support of public use of the Trails of Libby Hill Forest or the Purpose described in Section I.B.
 - c. Revenues derived from timber harvesting activities conducted pursuant to a forest management plan for the Libby Hill Forest, as authorized by Section [III.A.1-H.A.2](#).

d. Annual fees and in-kind contributions from each Party, as follows:

(i) School Contributions:

- The School shall pay a fee of \$5,000 into the Libby Hill Fund for the first fiscal year of the Initial Term (2023-2024). For each subsequent fiscal year within the Initial Term or a Renewal Term, the School shall pay a fee as established by the Maintenance Manager and approved by the school board as part of the annual operating budget contingent on voter approval. Payment shall be made within one month (30 days) of the receipt of an invoice from the Town following the School’s annual budget validation referendum approval.
- The School shall provide at least five hours of in-kind services of School staff and equipment to assist with intermediate mowing of primary recreational trails twice per fiscal year. The School shall also promote and solicit volunteers to assist GCE during clean-up days.

(ii) GCE Contributions: GCE shall not be required to pay an annual fee for operating costs. GCE shall perform the following in-kind services in lieu of an annual fee:

- For each fiscal year within the Initial Term, GCE shall provide staff and volunteer hours for regular trail maintenance, snow grooming (except as set forth in Section ~~I(G)(3)-I(G)(4)~~), and clean-up days; CIP and other projects scheduled by the Maintenance Manager; and response to adverse weather and other adverse impact events. ~~GCE-GCE~~ shall also assist with supervision for clean-up days. For each subsequent fiscal year within a Renewal Term, the Maintenance Manager shall set a minimum number of in-kind service hours or identify a specific project for completion based on the needs identified during the Initial Term or a previous Renewal Term.
- GCE shall assist the Maintenance Manager with preparing a CIP schedule and annual maintenance plan.
- GCE shall, in its sole discretion, fundraise for specific projects or CIP projects and contribute any such funds into the Libby Hill Fund as appropriate.

(iii) Town Contributions:

- The Town shall deposit an amount into the Libby Hill Fund for the Initial Term equal to the difference between the annual operating budget and the sum of the in-kind contribution made by the GCE and the School contribution set forth above. For each subsequent fiscal year within a Renewal Term, the Town shall pay a fee as required by the annual operating budget, subject to Town Meeting approval. Payment shall be made within one month of the Town’s annual budget approval.
- The Town shall provide the in-kind services of the Maintenance Manager, the Town’s Buildings and Grounds staff, and Town volunteers as needed to fulfill the obligations set forth in this Agreement. The Town shall also provide necessary equipment to the extent GCE does not already have such equipment and the Town shall replace any necessary equipment currently owned by GCE when such equipment is no longer in operation. The Town shall promote and solicit volunteers to assist GCE during clean-up days.

Notwithstanding the foregoing subsection 1.d., the annual fees and in-kind contributions from each Party may be adjusted or reallocated following recommendation of the Maintenance Manager and approval of the operating budget and CIP schedule as set forth in this Agreement.

- e. Any other lawful source of funds available in support of the Program.
2. Operating Budget. By December 15 of the preceding year, the Maintenance Manager shall develop a budget which shall include all costs of operating the Program, including without limitation: (a) Program employee salaries and benefits, if any; (b) payments due contractors and vendors; (c) payments for rental, purchase, and repairs of trail maintenance equipment; and (d) all other Program costs.
3. Expenditure of Funds. All funds of the Program may be expended at the discretion of the Maintenance Manager consistent with the operating budget and CIP budget and in a manner consistent with this Agreement, any applicable gift or grant agreements, and applicable law. Program funds balances may, at the discretion of the Maintenance Manager, (a) be used to reduce the operating costs of the Program; (b) be accrued in contingency funds and other reserve funds; or (c) be equitably credited or rebated to each Party.

C. Withdrawal; Termination.

1. Withdrawal. Any Party may withdraw from this Agreement effective at the end of any (July – June) fiscal year provided that (a) the withdrawing Party gives written notice to the other parties not later than October 1 preceding the end of the fiscal year; and (b) the withdrawing Party executes a withdrawal agreement with the remaining Parties to the Agreement, which makes suitable provision for the equitable allocation of assets and liabilities of the Program to the withdrawing Party, consistent with the understanding set forth in Section ~~III.C.3-H.C.3~~. Following withdrawal from this Agreement the withdrawing party shall have no further obligations under this Agreement, but their access to and use of the Libby Hill Forest shall be limited to that granted to other members of the public and the remaining parties shall reserve full authority to re-negotiate the terms of this Agreement and the maintenance and use of Libby Hill Forest.
2. Termination. This Agreement may be terminated, and the Program may thereby be dissolved, by a majority vote of the Parties. Prior to such termination, the Maintenance Manager shall make suitable provision for the transition of governance and other matters related to the Program, the transfer or distribution of any real or personal property of the Program, for the retirement of any outstanding debts, and for the equitable division of assets and liabilities of the Program, consistent with the understanding set forth in Section ~~III.C.3-H.C.3~~.
3. Understandings. By entering into this Agreement, the Parties have made a bona fide commitment to the Program. The Parties acknowledge that the Town of Gray, upon the recommendation of the Maintenance Manager, may cause contracts to be executed that extend beyond a current fiscal year, including multi-year employment contracts, and that such contracts benefit the Program and the Parties. The Parties further acknowledge that the withdrawal of a Party or the termination of the Agreement could increase certain Parties' responsibility for contractual obligations and other liabilities incurred by the Program prior to withdrawal or termination unless the Parties remain responsible for an equitable share of those obligations and liabilities after withdrawal or termination. In the case of any such obligations and liabilities incurred prior to withdrawal or termination, the Parties agree to pay a pro rata share of such obligations based on an even division of such obligations among the Parties. However, there may be instances where one Party will continue to benefit exclusively from a contractual obligation of the Program, while the Program retains no benefit. In such circumstances and notwithstanding the foregoing, the beneficiary Party shall assume such obligation with no further contribution from the other Parties.

Notwithstanding any of the foregoing understandings set forth in the immediate above paragraph, the Maintenance Manager shall determine an alternate method of equitably allocating the Program's assets and liabilities.

- D. Dispute Resolution. The Parties agree to notify one another within 14 days of any perceived breach of this Agreement or any dispute arising from the Parties' rights and responsibilities under this Agreement. Any dispute among the Parties arising out of or relating to this Agreement shall be resolved as follows:
- ~~E.1.~~ 1. The Parties agree to negotiate in good faith and attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement within 30 days after the date that an aggrieved Party has given written notice of such Dispute to the remaining Parties. In the event the Parties are unable to resolve the matter, any Party may give notice of withdrawal under Section ~~III.C.1-III.C~~ above or the Parties may agree to terminate the agreement pursuant to Section ~~III.C.2-III.D~~ above.
2. Notwithstanding this dispute resolution process, the Parties hereto reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County, Maine.
- ~~4.3.~~ 3. Performance During Dispute. The Parties shall continue performance under this Agreement while matters in dispute are being resolved.

IV. MISCELLANEOUS

- A. Final Authority. Notwithstanding anything to the contrary herein, the Landowners shall each retain final authority to control the access, use, and management of their respective properties.
- B. Insurance. Each Party shall be responsible for obtaining and maintaining insurance as they deem necessary, in their sole discretion, adequate to protect itself from the risks, if any, related to this Agreement and the Program.
- C. No Exclusivity. Nothing in this Agreement shall obligate any Party to any exclusive relationship with any other Party or Parties, the Program; nor shall it prevent or limit any Party's participation in any other plan, program, agreement, or arrangement for the management of Libby Hill Forest; nor shall it impair any rights that any Party may have under any other plan, program, agreement, or arrangement of any kind.
- D. Amendment. This Agreement may be amended upon mutual written agreement of the Parties.
- E. Nonappropriation of Funds. The payment obligations of the Town and the School under this Agreement constitute a current expense of the Town and the School, respectively. Neither party shall be responsible for financial obligations beyond the current fiscal year, unless contractually obligated as set forth in Section III.C.3 above. Any non-substitution, notification, time limitation, or other provision in this Agreement restricting or limiting the Town's or the School's right to terminate the Agreement upon a Nonappropriation Event (as defined below) shall be enforceable only to the extent that such restriction or limitation is permitted by applicable law and would not cause the Town's or the School's obligation to make payments under the Agreement to be deemed or construed as a debt of the Town or the School in contravention of any constitutional, statutory, or other legal requirement governing the creation of indebtedness by the Town or the School. Nothing in this Agreement shall be deemed a pledge of general tax revenues, funds, or monies of the Town or the School. "Nonappropriation Event" means the failure of the legislative body of the Town or the School to appropriate funds for the payment of the Town's or the School's obligations under this Agreement.
- F. Miscellaneous. This Agreement may not be assigned and shall be interpreted, governed, construed, and enforced in accordance with the laws of State of Maine. This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. If any provision(s) of

this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be signed on their behalf by their duly authorized representatives who, by their signatures below, attest that they have the power and authority to bind their respective Party.

TOWN OF GRAY

Nathaniel Rudy, Town Manager

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 15

Craig King, Superintendent of Schools

GRAY COMMUNITY ENDOWMENT

Carl Holmquist,
[President and](#)
Chair, Board of Directors

LIBBY HILL FOREST
MANAGEMENT AGREEMENT

Exhibit A

[INSERT DESCRIPTION OF CURRENT EXTENT OF LIBBY HILL FOREST PARCELS]

This Exhibit A and the terms of this Agreement shall not apply to any additional real property owned by one or more of the Parties, unless the Parties agree to expand the geographic extent of Libby Hill Forest or the Trails of Libby Hill Forest to include such additional real property.

LIBBY HILL FOREST
MANAGEMENT AGREEMENT

Exhibit B

[INSERT MAP OF CURRENT LIBBY HILL TRAILS]



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

March 16, 2023

Town Manager (TM) Report to Town Council (3/3/2023 – 3/16/2023):

- 3/7: TM hosted a round table discussion with Gray Water District, Town staff, Councilor Carder, and Maine Department of Transportation regarding the Yarmouth Road construction project.
- 3/8: TM attended the Maine Municipal Association (MMA) Legislative Policy Committee (LPC) meeting via remote meeting.
- 3/9-3/10: TM served Jury Duty.
- 3/14: TM attended Greater Portland Council of Governments (GPCOG) Southern Maine Managers meeting via remote meeting.
- 3/15: TM and Planning Director met with GPCOG economic development and planning staff to discuss grant funding for Gray zoning and ordinance revisions related to the state's housing availability goals.

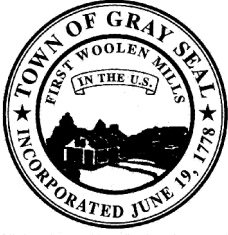
Upcoming:

- TM preparing Council minutes and assisting with agenda packets for Council meetings and workshops.

Other activities:

- The Maine Department of Transportation and Maine Turnpike Authority advised that the correction to Route 26 signage that routes heavy vehicle traffic to the Rt/ 26 bypass are scheduled to be installed the week of Monday, April 24.
 - TM issued a Request for Proposals from Certified Professional Accounting firms to provide the Town with municipal audit services.
 - TM petitioned the MMA LPC to support the repeal of the municipal tax levy cap (aka LD1). By a vote of 34 to 2, 94% supported having MMA provide testimony in support of the repeal. TM will follow this bill when it goes to the State House.
 - TM coordinating with Finance Director and Department Heads on presentation of Manager Budget Request to Council on 3/21.
-

- TM coordinating between the Principle Group, Council, the GPCOG, and Town staff on matters related to zoning and ordinances to implement the 2020 Comprehensive Plan, as well as Gray Village planning, Main Street planning, and the Yarmouth Road construction projects.
- 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.



TOWN OF GRAY

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

OFFICE OF THE ASSESSOR

Lauren Asselin, Assessor
lasselin@graymaine.org
(207) 657-3339 ex. 112

March 17, 2023

Assessing Department Report to the Town Manager (01/24/2023 – 02/24/2023):

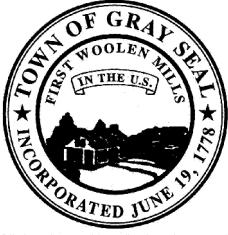
- 1/24 – MyGov meeting
- 1/25 – Budget meeting with the Town Manager
- 1/31 – Maine IAAO Education Committee meeting
- 2/1 – Revaluation RFP posted
- 2/2 – Budget workshop
- 2/9 – Department Head meeting
- 2/16 – Brunch and Learn – Microsoft OneDrive
- 2/2 and 2/16 - Attended Sebago Lakes Region Rotary Club Meeting

Other Activities/Accomplishments:

- Completed 39 Senior Property Tax Assistance Program Interviews
 1. Completed associated spreadsheet
 2. Prepared Council Memo
- Worked on 2024 budget for the Assessing Department
- Completed property inspections and associated data input
- Worked on property transfers for September and October
- Continued training the Assessing Assistant – Cynthia Schaeffer

Challenges/Obstacles:

- Due to reduced staff in the Clerk's office, Cynthia Schaeffer has been assisting in that department. This has reduced the number of hours she is available for training in the Assessing Department.



TOWN OF GRAY

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

DEPARTMENT OF BUILDING AND
GROUNDS

Mo Russo III, Director
mrusso@graymaine.org
207-657-3339 ext.131

February 27, 2023

Department of Buildings and Grounds Report to Town Manager 1/26/2023-2/27/2023

- 1/26 Wild Blueberry Festival Committee Meeting via Zoom
- 2/3-2/5 3 Calls for Boiler Failure at Public Works, 10:30 PM, 6:00 AM, 1:45AM
Boiler Failure was due to propane regulator on tank freezing up. Had to restart boiler and adjust water temperature setpoint to get through weekend.
- 2/9 Department Head Meeting
- 2/14 Met with Port City Architecture regarding Transfer Station Roof
- 2/14 Long Term CIP meeting with Town Manager, Finance Director, Public Works, and Fire Rescue
- 2/16 Safety Committee Meeting
- 2/16 Department Budget Presentation
- 2/17 1:1 Meeting with TM
- 2/18 Deicing of sidewalks and entrances at Library and Newbegin.
- 2/23 Staff Off for Storm Closure
- 2/23 Wild Blueberry Festival Committee Meeting via Zoom
- 2/24 Storm Cleanup
- 2/27 Deicing of Sidewalks and Entrances
-

The roof top HVAC units at Newbegin had both heat exchangers replaced. The original heat exchangers have been sent back to the manufacturer to validate the warranty claim. Heat is back up and running as normal.

Town Council Tracking Worksheet Items:

Other Activities / Accomplishments:

- 26 Requests for Service for the period of 1/26-2/27 outside of normal daily routine. Examples of these requests: outlets not working, door control issues, Libby Hill equipment repairs, light out, no heat, and general repairs
- Work continues on various projects.

Challenges / Obstacles Requiring Assistance Outside of the Department:

Not enough time in the day



TOWN OF GRAY

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

CODE ENFORCEMENT OFFICE

Tammy Munson, Lead Code Enforcement Officer
ceo@graymaine.org

MEMORANDUM

February 27, 2023

To: Nate Rudy, Town Manager

From: Tammy Munson, Lead Code Enforcement Officer

RE: Code Office Monthly Report (January 1, 2023 – January 31, 2023)

Please find the attached information below.

Inspections Performed:

Building Foundations - 2
Building Rough-in*- 4
Building Insulation - 3
Building Final**- 10
Electrical - 15
Plumbing/Septic - 7
Tree Inspection - 1
In Office and Site meetings***26

Permits Issued:

Building - 7
Plumbing - 6
Electrical - 4
Dock - 0
Pool - 0
Tree Removal - 3
Signage - 0
Driveway - 1

*Rough-In Inspection may consist of framing, electrical, and plumbing inspections all done at the same time.

**Building Final may consist of final inspections of new single-family dwellings including final building, plumbing and electrical. This also includes finals for new businesses, decks, sheds, etc.

***This would include Town Manager meetings, licensing inspections, potential violations, land use investigations, and assisting in office with shoreland zoning permits.

Monthly Accomplishments:

Three Notices of Violation went out regarding an illegal business, an illegal dwelling unit conversion, and unhabitable living conditions.

Monthly Appeals:

The Board did not hold a monthly meeting.

Town Council Tracking Worksheet Items and Ongoing Goals:

To improve permitting and daily communications with the public. We will continue to strive to improve this and hope to become a sought-out resource within the Community. We are also in the process of implementing pre-development meetings.

Town of Gray

Digital Metrics

January 24 – February 27,
2023



Website Stats



Top 10 Most Visited Pages

<input type="checkbox"/>	Page ?	Pageviews ?	Unique Pageviews ?
		21,433 % of Total: 100.00% (21,433)	16,932 % of Total: 100.00% (16,932)
<input type="checkbox"/>	1. /	3,802 (17.74%)	3,043 (17.97%)
<input type="checkbox"/>	2. /assessor	1,631 (7.61%)	1,099 (6.49%)
<input type="checkbox"/>	3. /tax-assessing/property-tax-bills	1,135 (5.30%)	632 (3.73%)
<input type="checkbox"/>	4. /employment	865 (4.04%)	661 (3.90%)
<input type="checkbox"/>	5. /departments	563 (2.63%)	394 (2.33%)
<input type="checkbox"/>	6. /recycling-solid-waste	387 (1.81%)	342 (2.02%)
<input type="checkbox"/>	7. /code-enforcement	337 (1.57%)	251 (1.48%)
<input type="checkbox"/>	8. /meeting-portal	334 (1.56%)	275 (1.62%)
<input type="checkbox"/>	9. /employment/news/town-clerk-0	333 (1.55%)	233 (1.38%)
<input type="checkbox"/>	10. /employment/news/deputy-town-clerk	322 (1.50%)	217 (1.28%)

Pageviews: The total number of pages viewed. Repeated views of a single page are counted.

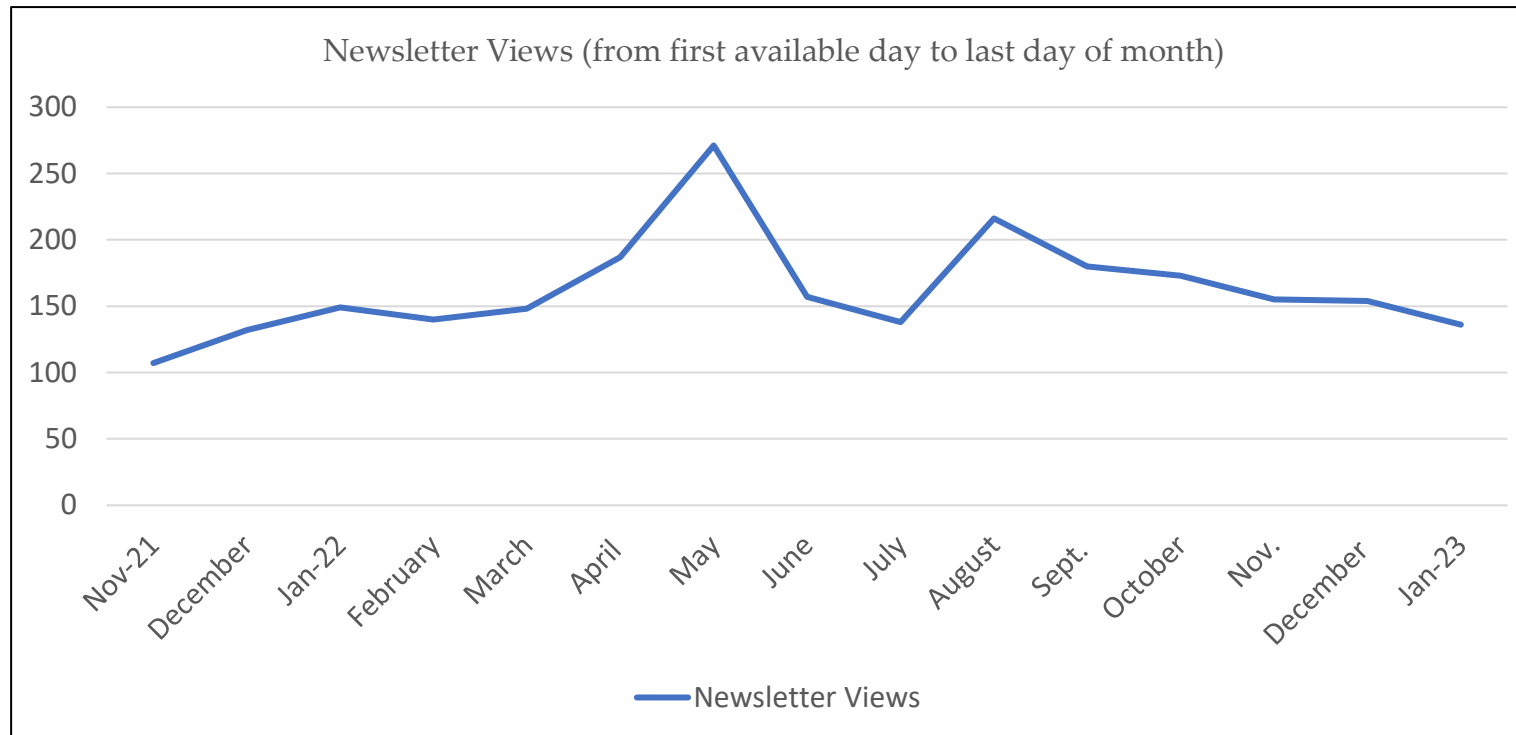
Unique Pageviews: Unique Pageviews is the number of sessions during which the specified page was viewed at least once. A unique pageview is counted for each *page URL + page Title* combination.

Last month's most-visited pages:

1. Homepage
2. Assessor
3. Property Tax Bills
4. Employment
5. Departments

Key Takeaways

- This month was business as usual for page views. The Town Clerk and Deputy Town Clerk postings continue to be popular, ranking number 9 and 10 respectively in overall page views from January 14 – February 26, 2023.
- The February newsletter has received **75 views** (this data is only counting February 1 to February 27). The January newsletter ended its lifespan with 136 views.



Website Metrics



Jan 24, 2023 - Feb 27, 2023: ● Users
Dec 20, 2022 - Jan 23, 2023: ● Users



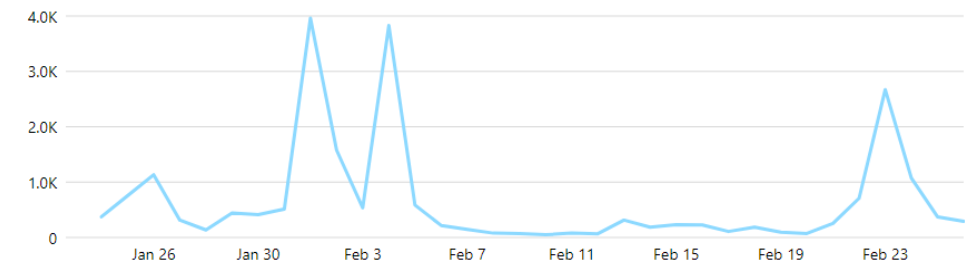
Users: Users who have initiated at least one session during the date range.
New Users: The number of first-time users during the selected date range.

Facebook Key Metrics

January 24, 2023 – February 26, 2023

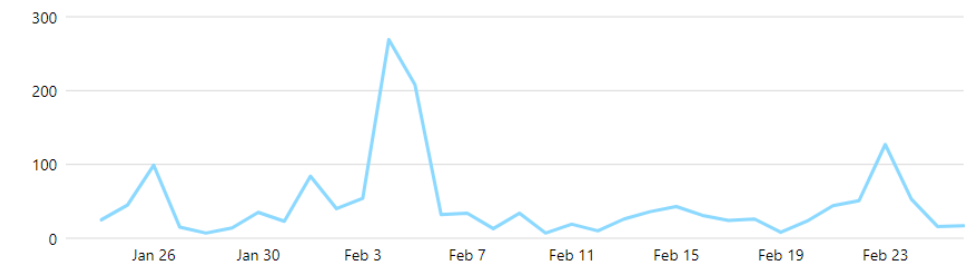
Facebook Page reach

11,768 ↑ 247%



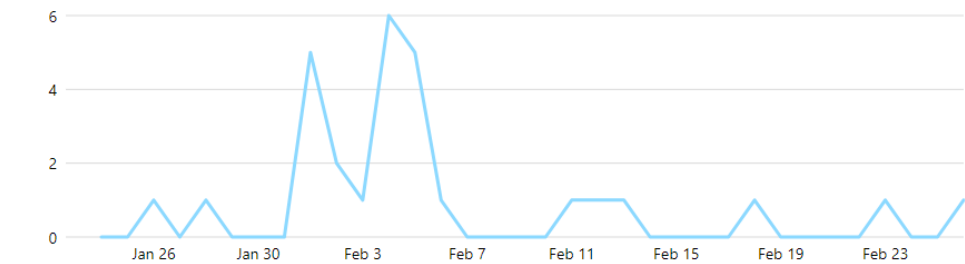
Facebook Page visits

1,592 ↑ 43.9%



Facebook Page new likes

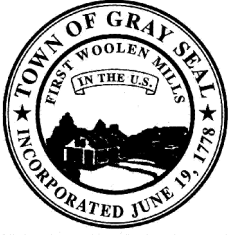
28 ↑ 86.7%



Recent content	Type	Reach
The forecast for the end of this week is dangerously cold weather Friday and Saturday. The National Weather Service currently has a wind chill w... Wed Feb 1, 10:16am	Post	6,478
Due to the extreme cold weather, the Transfer Station will be closed today. We will reopen after for regular hours later this week after the cold s... Sat Feb 4, 5:00am	Post	4,203
The Town of Gray is accepting job applications and resumes for a full-time position available for a dependable individual to fill the position of Li... Thu Feb 23, 10:00am	Post	2,993
CLOSURES: The Gray Town Office, Gray Public Library, Gray Transfer Station, and Gray Parks and Rec are all closed today due to weather. These s... Thu Feb 23, 4:01am	Post	2,175
The Town of Gray is seeking to fill the position of full-time Head of Youth Services at the Gray Public Library with an energetic and highly motiva... Wed Jan 25, 4:00pm	Post	2,030
The Town of Gray is accepting applications for the part-time position of Assistant Code Enforcement Officer. This position is responsible for issui... Wed Feb 22, 9:00am	Post	692
ICYMI: The News About Town newsletter for February 2023 is now available! This issue describes some excellent job opportunities with the Town... Wed Feb 22, 5:00am	Post	611
The Town of Gray will no longer use the Lakes Region Weekly newspaper for public notices. They will be posted in the Portland Press Herald inst... Mon Jan 30, 4:00pm	Post	521
Check out this neat article from the Portland Press Herald spotlighting the National Weather Service in Gray. They certainly are busy this time of ... Tue Jan 31, 4:00pm	Post	502
DELAYED OPENING: The Gray Public Library and Transfer Station will open today at 11 a.m. due to inclement weather. If you must travel this mo... Thu Jan 26, 4:09am	Post	444



The most popular posts (by reach) for this reporting period were two posts about the cold snap in early February.



TOWN OF GRAY

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

FINANCE DEPARTMENT

Katharine Johnston, Finance Director
Finance@graymaine.org
(207) 657-3339 ext 103

Finance Department Report to Town Manager:

- Audit Update scheduled with RHR on 2/28/2023
- Working on FY24 budget.

Town Council Tracking Worksheet Items:

- Finance Committee will begin review of Capital Improvement Plan, Debt Management Policy, Investment Policy, Audit RFP and Undesignated Fund Balance Policy. Meeting rescheduled from 2/23/2023 to 3/2/2023 due to weather.
- RHR has agreed to assist with TIF balances and also budget amounts in TRIO.
- ARPA funds spreadsheet updated and back-up documents sent to Town Manager.

Other Activities / Accomplishments:

Challenges / Obstacles Requiring Assistance Outside of the Department:



COMSTAR



(Computer Oriented Mapping, Utilizing Statistical Tracking, Accountability and Response)

Cumberland County Sheriff's Office

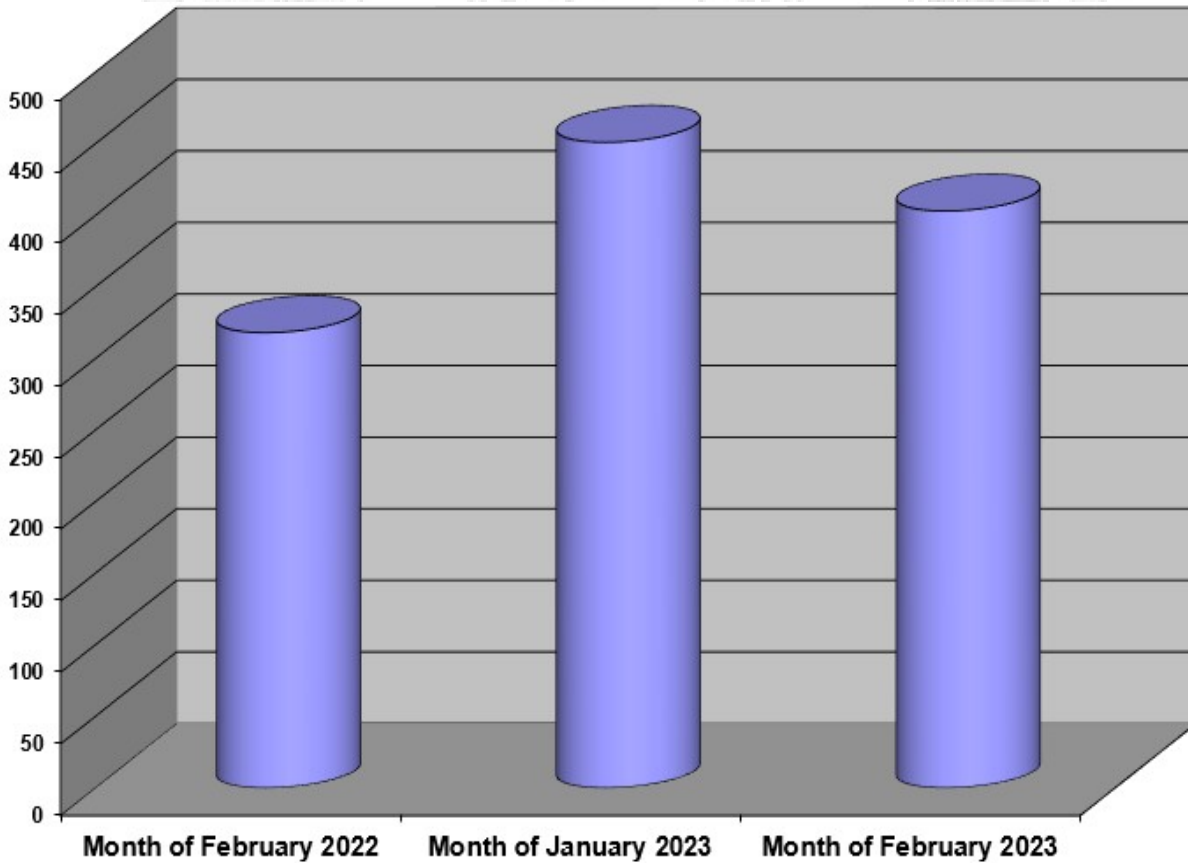
Town of Gray

Month of February 2023

Prepared by Crime Analyst Wendy Clark-Tarbox

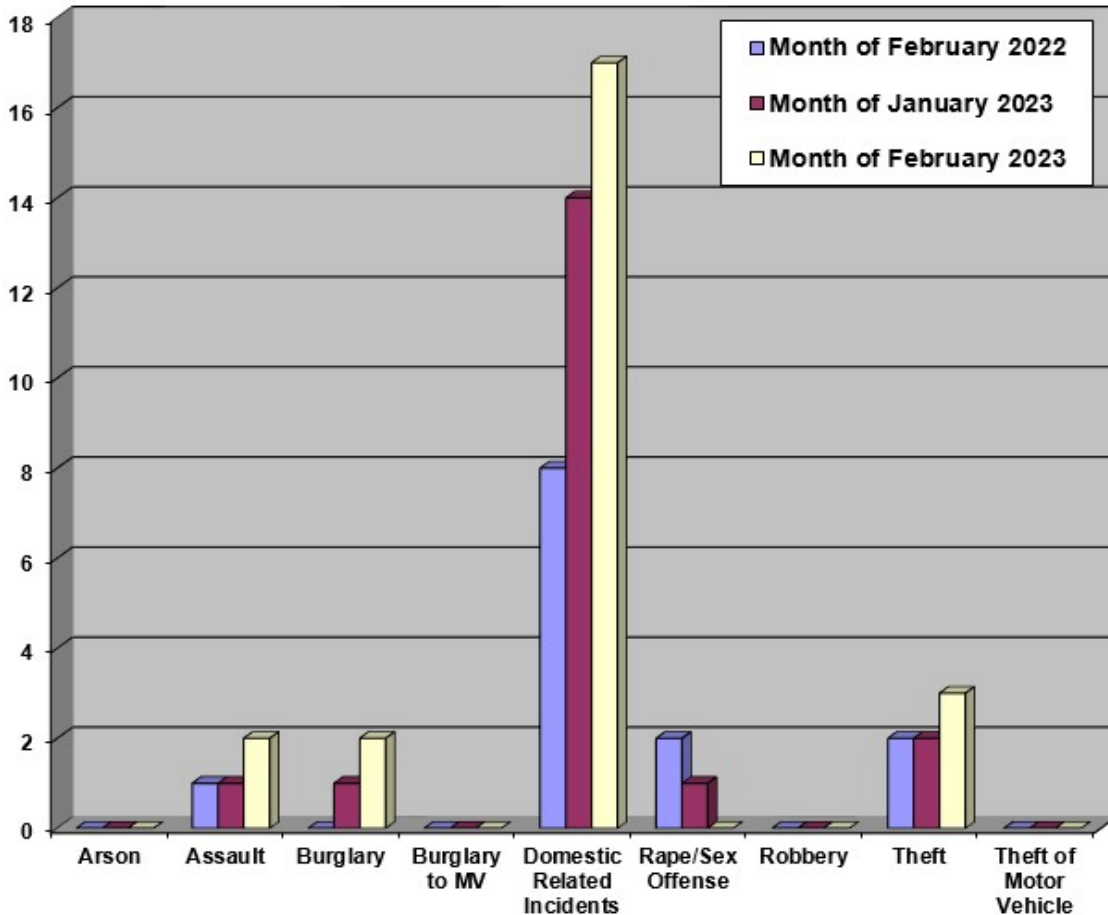
Calls for Service

<u>February 2022</u>	<u>January 2023</u>	<u>February 2023</u>	<u>2023 Difference</u>	<u>2023 % Change</u>
318	451	403	-48	-10.6%



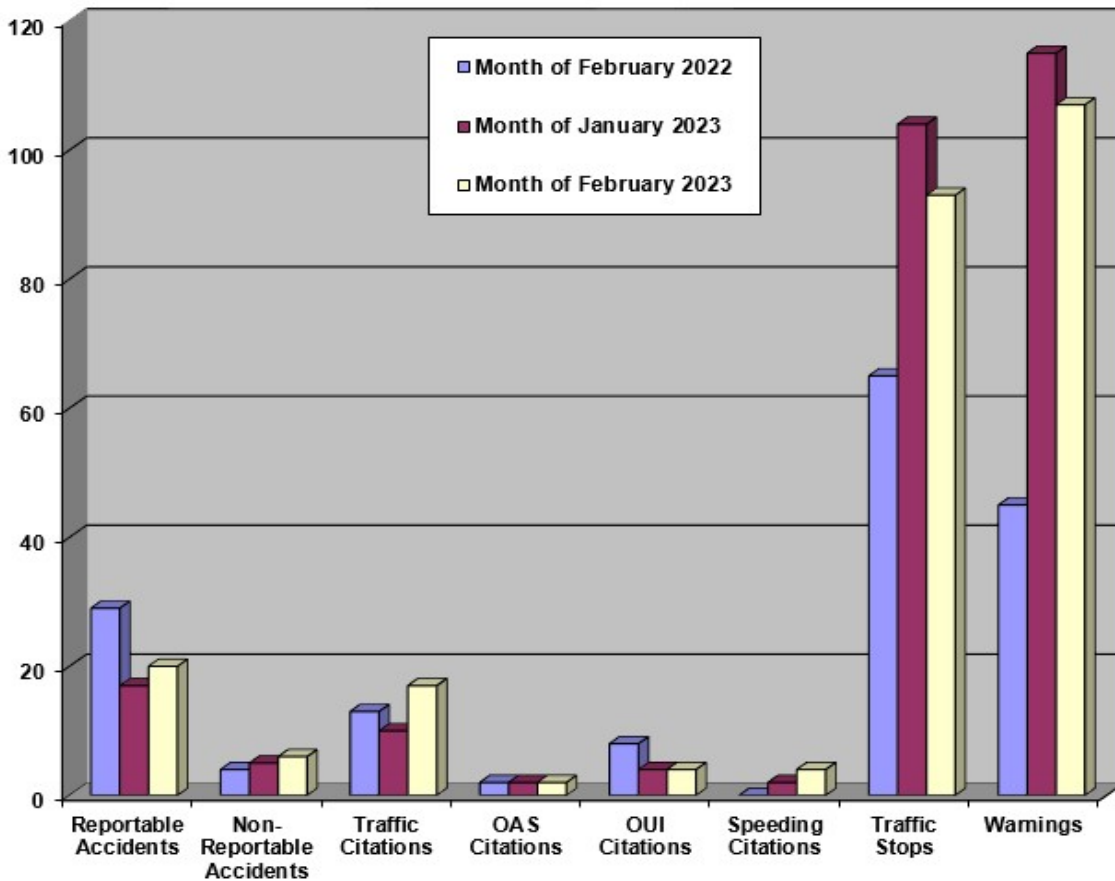
Crime Totals -

	<u>February 2022</u>	<u>January 2023</u>	<u>February 2023</u>	<u>2023 Difference</u>	<u>2023 % Change</u>
Arson	0	0	0	n/c	n/c
Assault	1	1	2	+1	+100%
Burglary	0	1	2	+1	+100%
Burglary to MV	0	0	0	n/c	n/c
Domestic Related Incidents (from Calls for Service)	8	14	17	+3	+21.4%
Rape/Sex Offense	2	1	0	-1	-100%
Robbery	0	0	0	0	n/c
Theft	2	2	3	+1	+50%
Theft of Motor Vehicle	0	0	0	n/c	n/c



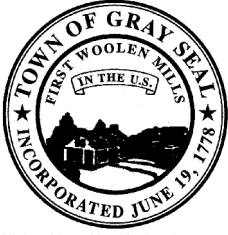
Traffic Totals -

	<u>February 2022</u>	<u>January 2023</u>	<u>February 2023</u>	<u>2023 Difference</u>	<u>2023 % Change</u>
Reportable Accidents	29	17	20	+3	+17.6%
Non-Reportable Accidents	4	5	6	+1	+20%
Traffic Related Citations Totals	13	10	17	+7	+70%
OAS Citations	2	2	2	n/c	n/c
OUI	8	4	4	n/c	n/c
Speeding Citations	0	2	4	+2	+100%
Traffic Stops	65	104	93	-11	-10.6%
Written Warnings	45	115	107	-8	-6.9%



Quality of Life Incidents -

	<u>February 2022</u>	<u>January 2023</u>	<u>February 2023</u>	<u>2023 Difference</u>	<u>2023 % Change</u>
Agency Assists	11	15	12	-3	-20%
Alarms	6	12	8	-4	-33.3%
Animal Problem	3	2	1	-1	-50%
Attempt to Locate (i.e. vehicles operating erratically)	17	17	13	-4	-23.5%
Citizen Assists/ Disputes	22	32	18	-14	-43.8%
Concealed Firearms Investigations	4	3	4	+1	+33.3%
Court Services (Protection Orders and Summonses)	3	5	3	-2	-40%
Criminal Mischief	0	6	0	-6	-100%
Criminal Trespass	0	2	2	n/c	n/c
Disabled Vehicles/ Assist Motorist	8	4	8	+4	+100%
Disturbances/Fights/ Loud Party	1	6	3	-3	-50%
Fraud	2	3	1	-2	-66.7%
Missing Persons	1	0	0	n/c	n/c
Pedestrian Checks	2	3	1	-2	-66.7%
Property Checks	12	77	82	+5	+6.5%
Sex Offender Registry Investigations	3	4	0	-4	-100%
Suspicious Persons/ Circumstances	6	9	7	-2	-22.2%
Welfare Checks/ Suicide-Attempted Suicide/ Mental Health Event	18	23	20	-3	-13%



TOWN OF GRAY

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

RECREATION DEPARTMENT

Anthony Dahms, Director of Recreation
adahms@graymaine.org
(207) 657-2323

February 2023

Recreation Department Report to Town Manager February 2023:

- 2.4.23 Youth basketball program wrapped up with pictures and parents watching in the gym
- 2.6.23 Recreation Committee met
- 2.7.23 Summer Camp Planning Meeting was held, another planning meeting took place on the 28th
- 2.8.23 Community Café Lunch was served. We had soups from Village Market in New Gloucester. Diners met the NG Town Manager
- 2.14.23 Recreation Staff attending a Southern Maine meeting discussing SPARKS summer camp training at the Westbrook Community Center
- 2.16.23 Director attended Safety Committee meeting and the Brunch and Learn put on.
- 2.16.23 Kids Club Staff meeting was held, midyear policy review was the topic
- 2.21.23 GNG Recreation's Memorandum of Understanding passed the Gray Town Council. It will now go to the New Gloucester Select Board for consideration

Other Activities / Accomplishments:

- Kids club made Valentine's Day cards for older adults
- The February Family Skate event was cancelled due to lack of ice conditions
- A February break vacation camp was held, activities included a sledding trip, movie and popcorn day, arts and crafts, and more

Challenges / Obstacles Requiring Assistance Outside of the Department:

- Seeking a Zumba Gold instructor
- Seeking a Karate/Martial Arts Instructor for youth programming

1) Library

- a. Met with Gray Public Library Trustees. Updated the Trustees on the status of our effort to identify and hire a new Head of Youth Services at the Library, plus continued the review of the Library's existing policies.
- b. Assisted Head of Human Resources in conducting follow-up interviews with candidates for the Clerk position at Town Hall.
- c. Continued to order, process, and make available books for the Minerva High Demand project. It seeks to utilize system-wide funding to make available copies of highly requested books. The goal of the project is to deliver requested materials in a timelier manner, and to lighten the burden on individual libraries in fulfilling this need.
- d. Considering the sudden departure of the Head of Youth Services and very few applicants responding to the job posting, the entire staff worked together to fill the gap in service this situation presented. An active teen volunteer was reassigned to a staff member so that tasks, goals, and communications would go through one person. Story Times, which saw a significant decline in attendance during the tenure of the former Head of Youth Services, were maintained by Library staff on a rotating basis. From the last story time presented by the former employee to the one held on February 24th, we have seen a 1,600% increase in attendance.
- e. Due to the extreme cold snap in early February that saw the Town of Gray endure a wind chill of minus 48 degrees, it was announced that the Library was open as a warming shelter for community members that needed it. The Library maintained its normal hours of operation, but the day saw a significant increase in normal foot traffic, and the announcement via social media were incredibly well received by the public.
- f. After three years of effort, was finally able to implement the change in a material type. Formerly, vinyl records were cataloged as "PHONO DISC" are now labeled as "VINYL RECORDS". As vinyl has become a staple of the Gray Library's offerings, this change was welcome.
- g. Worked with Library Directors from Winham, Gorham, and Westbrook to reengage in a reciprocal borrowing program where patrons from those libraries may use their cards (if in good standing) in person, instead of requesting items only through van delivery. This also allows Gray patrons the ability to do walk-in borrowing at these libraries.

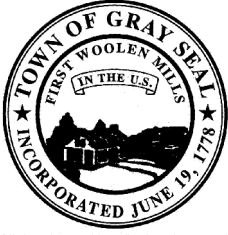
- h. Started dialogue with Parks and Recreation Department over how to use the library, again, to host the Rec Program Leaders in Training. This collaboration has existed for several years, and we are happy to welcome them back.
 - i. Booked our first youth performer since the pandemic. We will host a professional juggler during spring break week.
 - j. Screened 16 films with a total attendance of 47.
 - k. Meeting rooms were used by 15 external organizations, and 4 Town of Gray related meetings.
- 2) Communications
- a. Resume regular meetings of CTAC. Requested moratorium of a segment of our policy which says that a five-second place card must be put on the beginning and end of broadcasted media.
 - b. Joined PEG Media to search for content for GCTV2
 - c. Hosted second Brunch and Learn for Town Staff where previously purchased software is explained and demonstrated. This month, the training was “How to Stop Worrying and Start Loving the Cloud”. The trainings and recorded and posted on the Town’s training website page, making it available to all staff who may have been unavailable during the in-person training.
 - d. As part of ongoing staff training and tutorials on available software, worked with Digital Media Coordinator on the creation and distribution of a Staff Technology Assessment survey. The survey both identified the overall comfort with technology, pinpointed some common software applications that people wished for more exposure to, as well as identifying technology needs.
 - e. Due to Digital Media Coordinator taking a vacation, Josh covered the recording and broadcasting of a Town Council budget meeting, a Town Council regular meeting, and a meeting of the Planning Board.
 - f. Per Town Manager’s request, created and designed Town of Gray business cards. The layout and format of the cards were well received by other staff members, so a staff-wide rollout is in process.
 - g. Due to a storm on January 26th, the Town had a delayed opening of two hours. During implementation of emergency phone tree, it was realized that there were several gaps that needed to be addressed for future closings. The primary among them was to utilize the Town’s LED sign located on Seagull Drive for notification of changes to the Transfer Station’s hours. These changes were noted, and a new plan was developed to reflect the lessons learned.

- h. Reviewed February Town of Gray newsletter with Digital Media Coordinator.
- i. During review of website, came across some outdated pages and outdated information that was corrected immediately.
- j. Gray Town Manager was made available of a Leadership Training Academy available in March and April. The training is provided by Cumberland County. Digital Media Coordinator Kyle Hadyniak was identified as a candidate for the opportunity, and he was accepted into the program. If this is a worthy training opportunity, other staff will be made aware of the opportunity.
- k. Reviewed Digital Discrimination Docket as presented by Bradley Werner LLC
- l. Published a new [Public Safety statistics page](#) that will be updated further with important call information.
- m. Demo'd Microsoft Teams to Councilors Carter and Chappell. Kyle will provide demo to rest of Council in the coming weeks
- n. Microsoft Forms demo scheduled for Councilors Carter and Chappell.
- o.

3) IT

- a. Worked with Human Resources in requesting a new time clock program that would work much better with the standard software of TRIO
- b. Reviewed FY24 IT budget proposal, including increasing equipment available to meet needs of staff, increase capacity and work flow for the IT department, and address future growth.
- c. In an effort to implement a digital file storage system, heard from Xerox on how AI and digital mapping can be utilized to scan and automatically file documents. The process is ongoing.
- d. Due to an interaction with an aggressive member of the public, reviewed and ensured access to Vigilance was available on all staff computers. We discovered there had been a patch updated that presented a conflict resulting in the system not being functional. The issues were addressed and all staff should now have the ability to utilize Vigilance successfully.
- e. With both the IT and Communications team, reviewed and drafted notes for process on what our department should do when a Town staff member departs employment. Steps identified included removing the staff member from the active directory, changing email passwords, removing keycard credentials, adjust Town website, etc.

- f. Fielded FY24 request from Human Resources Director to change the vendor for our timeclock needs. He identified a program that works with the Town's existing TRIO software, making manual inputting of data and staff access to accrued benefits much easier. Included the request in the FY24 budget.
- g. Performed Desktop updates on February 15.
- h. Performer Server updates from February 15 to 17th
- i. Performed major updates for Town Office, GCTV, Library, and Fire Department firewalls in early February.
- j. Service to Mygov was down on February 15th for approximately half the day. IT manager was able to communicate with vendor and maintain timeline of restoration.
- k. Received 23 Helpdesk ticket during the month.
- l.



TOWN OF GRAY

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

PLANNING DEPARTMENT
Doug Webster, Director of Planning
dwebster@graymaine.org
(207) 657-3339

March 17, 2023

Planning Department Report to Town Manager (1/28/23 – 3/7/23):

- On-going correspondence with developers keeping escrows & bond info current
- Track rulemaking & draft initial ord. amendments re LD 2003
- Field inquires & changes to Chapter 201 (building code)
- Attend 1-31 meeting re amendments for multi-family in village
- Attend 2x possible forthcoming SD meetings for MD district parcels
- Attend 2-9 meeting re possible forthcoming PB SZ application
- Provide input re SD standards for older project partly in SZ
- Attend MS Teams and OneDrive trainings at GPL with Kyle
- Attend Open Space Committee meeting March 1, 2023
- Host Planning Board meeting March 9, complete associated meeting minutes and followup NOD

Town Council Tracking Worksheet Items:

- Coordinate updated boundary survey for gateway parcel; needed for grant
- Recon development constraints mapping options to assist with new zoning lines
- Coordinate with G-P re underground utilities inc. initial focus area & field recon
- Continue to fine-tune standard for self-storage facilities for follow-up TC workshop
- Finalize reduced setbacks for small storage shed language & attend TC readings
- Meet with 3x key village property owners ensuring they are apprised of town plans
- Recon status of Rt. 26 sidewalk design completed 10+ years ago
- Recon next steps for village stormwater
- Meet with Sebago Technics to finalize VALT design contract and walk the gateway site

Yarmouth Road Improvement Project:

- Draft & send letter to project area property owners for 2-23-23 TC workshop
- Meet with G-P representatives re 2-23-23 TC workshop & 3-7-23 MeDOT meeting
- Compile background info and plans for TC 2-23-23 workshop
- Attend 2-23-23 TC workshop & 3-7-23 MeDOT meetings

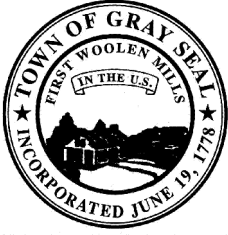
Other Activities / Accomplishments:

- Coordinate budget requests inc. CIP with other DH & submit to finance
- Provide historical info re Brownfields grant
- Provide road ROW width for pole location on Town road
- Meet with potential party interested in moving a structure in the village
- Assist with information regarding former Town road ROW info

- Assist with SD history for vacated plan
- Provide input to town deliverables for possible land use contract
- Coordinate requested YTD invoices for village projects
- Coordinate annual maintenance for Pennell clock
- Assist with CIP's for FY 24 budget
- Coordinate forthcoming 3-9-23 OAC meeting
- Meet with developer regarding Phase II of subdivision within CZA- twice, and consult attorney on related questions
- Communications regarding conversion grant process
- Attend GPCOG economic development meetup
- Address students at GNGHS to discuss volunteer opportunities related to VALT
- Participate in town clerk interviews
- Review IF&W proposal for accessory building
- Prepare updates to ordinance language for “cannabis” language change, per State law
- Coordinate meeting with landowner interested in conservation

Challenges / Obstacles Requiring Assistance Outside of the Department:

- Ensure that planning staff has access to necessary software for department needs
- Continued assistance from town's consulting engineer re Yar Rd project



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PUBLIC SAFETY DEPARTMENT

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

February

Public Safety Department Report to Town Manager (11/05 – 12/01, 2021):

- 1/25 – C1 met with MEMA and FEMA to discuss our damage assessment from the wind and rainstorm Elliott. Per FEMA's request I sent run sheets and the summary provided by Tim at Public Works to FEMA. Maine is close to the dollar amount of damage to request a Presidential Emergency Declaration.
- 2/1 – C1 hosted the monthly officer meeting. General updates and a discussion on the challenges we are facing with the new radio system.
- 2/2 – C1 mailed a letter to the owners of the property where the trees will need to be removed in order to get line of sight to other points in the system.
- 2/1 – Engine 41 was sent to Lynn Spring to have the springs replaced because the truck developed a list to the right.
- 2/3 – C1 posted some PSAs on Facebook regarding the extreme cold weather expected the coming weekend.
- 2/6 – C1 met with GoNet Speed at the Mayberry Road water tower to do a site walk to look at the feasibility of using fiber for the radio project. No answer yet.
- 2/7 – C1 made the presentation to the council for the SCBA fill station bid results and recommendation.
- 2/8 – C1 virtually attended the bi-monthly Emergency Managers meeting.
- 2/14 – C1 CIP discussions with TM and department heads.
- 2/14 – C1 Attended a Zoom meeting with ESO, the company that bought out our reporting software. The purpose of the meeting was to discuss how this will affect us using the software we are using now. We are currently gathering information for a new vendor as our current software will not be supported in 12-18 months.
- 2/14 – C1 participated in an interview by the Resiliency Committee.
- 2/15 – C1 attended the monthly board of directors meeting for the Cumberland County Chiefs Association.
- 2/15 – C1 attended a webinar on Unannounced "First Amendment Audits": What You Should Know and Do.
- 2/16 – C1 chaired the monthly Safety Committee Meeting.
- 2/22 – C1 attended the Fire Department working group meeting at CCRCC.
- 2/23 – C1 chaired the monthly Regionalization Working Group Committee meeting.
- 2/23 – C1 wrote a letter of support for the GNG sidewalk project that will go to the federal politicians that represent Maine.

- 2/1 – C1 The software that we use for report writing, data collection and analysis has been purchased by a company named ESO and our current software will “sunset” in 2024 sometime. We can migrate to ESO but initial price quotes that departments have been getting to stay with ESO have been triple the cost we are paying to ERS. For us the cost would be in the neighborhood of \$5,000 to \$6,000 per year up from \$1,750 per year. We along with other departments in our area are looking at other vendors.
- 2/23 – C1 followed up on a “complaint” about our ACO. The caller stated that he never responded to her call. It turned out that CCRCC dropped the ball and sent it to the wrong town. Jon figured out the problem and helped the caller.
- 2/25 – C1 heard back from Mr. Reed in Presque Isle in response to the property that abuts the water tower in Yarmouth Road. We are in discussions about the trees we need cut. More to come.

Town Council Tracking Worksheet Items:

- A
- B

Other Activities / Accomplishments:

- 2/2 – C1 completed a class on Violence Prevention and Awareness.
- 2/17 – C1 completed a class on using pivot tables in Excel.
- 2/23 – C1 emailed the Fire Marshal’s office to see if they could provide an instructor to teach a class on report writing.
- 2/23 – C1 We are gathering information from area towns that have gone to a Rescue-Pumper.

Challenges / Obstacles Requiring Assistance Outside of the Department:

- A
- B



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PUBLIC WORKS

Tim Estes interim Public Works Director
testes@graymaine.org
(207) 657-3381

February 27, 2023

Public Works Monthly Report to Town Manager (01/20/2023- 02/27/2023)

Activities:

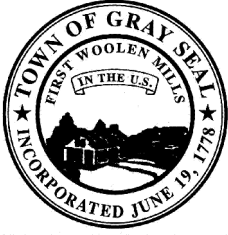
- 01/22&23...16 inches of snowstorm lasted almost 26hrs
- 01/25. 6 inches of snow then ice and rain
- 01/27...5 inches of snow overnight.
- Working on some minor repairs to the trucks due to being out on the road so frequently.
- Patching potholes regularly throughout town.
- Fixed a few mailboxes that residents called about being hit.
- Hauling snow away throughout town.
- Since the 7th of February we have been out on 7 Winter related events all mostly at night and on the weekends. Our OT budget is showing this and We are not quite at 3/4ths with our salt budget.

Challenges / Obstacles Requiring Assistance Outside of the Department:

- Assisted BG with preparations in their new facility.
- Assist FD with fire apparatus maintenance on several occasions.
- Spent a few hours shopping around on patch. Found a new dealer which is cheaper, and the quality of the patch is better.
-

Town Council Tracking Worksheet Items:

-
-



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SOLID WASTE AND RECYCLING
RANDY COOKSON, DIRECTOR
RCOOKSON@GRAYMAINE.ORG
657.2343

FEBRUARY 26, 2023

Solid Waste Department Report to Town Manager (1/23/2023 – 2/26/2023):

I have been out most of February providing care for my injured spouse. Staff has stepped up to manage operations during my absence.

1/25 met with ~~Town Manager~~ _____

2/9 Attended Department Head meeting.

2/23 Closed due to weather.

2/24 in early for storm clean up.

2/24 Attended Resiliency Committee meeting via Zoom.

Town Council Tracking Worksheet Items:

- A
- B

Other Activities / Accomplishments:

Was informed that mixed paper was going at a negative of \$60 per ton. Have opted to store baled material with the expectation of pricing to improve.

Had community service worker.

Having difficulty with the disposal of contaminated waste oil and anti-freeze. Searching for an alternative vendor with no luck thus far. After 20 plus years with this company it is the first time having any issues.

During the period of January 23 through February 26, the following materials were baled:

30,074 pounds of corrugated cardboard

24,326 pounds of mixed paper

9,136 pounds of plastics

3,312 pounds of tin cans

Challenges / Obstacles Requiring Assistance Outside of the Department: