



TOWN OF GRAY
GRAY TOWN COUNCIL
AGENDA • MAY 2, 2023

**Gray Town
Council Regular
Meeting**

Town Council Chambers
24 Main Street, Gray, ME 04039
<https://us06web.zoom.us/j/87021281430>
Phone 646-558-8656 / Meeting ID: 870 2128 1430

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 April 11, 2023
2. Minutes from the Executive Session on April 18, 2023
3. Minutes from the Town Council Meeting on April 18, 2023
4. Minutes from the Executive Session on April 24, 2023
5. Libby Hill Trails Maintenance Agreement

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: 870 2128 1430

VI. ADJUSTMENTS TO THE AGENDA 5 MINS

VII. PRESENTATIONS 7:20PM

1. Budget/Financials/Audit update 20 MINS
2. Weight Limit Ordinance revision 10 MINS

VIII. PUBLIC HEARING 7:50PM

1. First Reading and Public Hearing - To Review proposed changes to the Zoning Ordinance (Chapter 402) with regards to Accessory Dwelling Units (ADUs) and approve a public hearing at the May 11, 2023 Planning Board meeting, with Second Reading and Public Hearing before the Town Council on May 16, 2023. Proposed changes include: setting a maximum footprint for ADUs, editing references to comply with state law, updating Table 402.5.3 regarding zoning district uses, adding references regarding exemption from Parking Requirements, adding reference to home occupation use within an ADU, updating the definition of Accessory Apartments, and updating the Accessory Apartments section. **10 MINS**

Proposed motion:

Ordered, the Gray Town Council removes proposed changes to the Zoning Ordinance (Chapter 402) with regards to Accessory Dwelling Units from the table.

Ordered, the Gray Town Council approves a public hearing at the May 11, 2023 Planning Board meeting and a Second Reading and Public Hearing on May 16, 2023 to review and approve proposed changes to the Zoning Ordinance (Chapter 402) with regards to Accessory Dwelling Units.

IX. ACTION ITEMS 8:00PM

1. To Review and Approve a Maine Department of Transportation (MDOT) weight limit waiver for Main Street. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council approves a weight limit waiver for Maine Department of Transportation's work on Main Street.

2. To Review and Approve the Proposed Reevaluation/Equalization of Assessments Contract with KRT Appraisal. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council approves the proposed reevaluation/equalization of assessments contract with KRT Appraisal in an amount up to \$160,000.

X. REPORT FROM THE COUNCIL CHAIR 10 MINS - 8:10PM

XI. REPORT FROM THE TOWN MANAGER 10 MINS

XII. COMMITTEE REPORTS 10 MINS

XIII. COUNCIL CORRESPONDENCE/ACTIVITIES 5 MINS

XIV. ADJOURNMENT 8:45PM

** 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 • April 11, 2023

Council Special Meeting



Town Council Chambers
24 Main Street, Gray, ME 04039

6:15 PM

I. 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

II. ADJUSTMENTS TO THE AGENDA

None.

III. PRESENTATION

1. FY 2024 Budget Presentation – Nathaniel Rudy, Town Manager

The Town Manager presented budget materials to the Town Council and assembled audience, which is posted to the Town website and the video of which is available on the Town website and the GCTV-2 television channel.

IV. PUBLIC HEARING

1. Public Hearing - To Receive public comment on the FY 2024 Municipal Budget.

Fran Monroe – Ms. Monroe shared comments and questions about the budget reports, proposed assessment revaluation, proposed uses of ARPA funds, the availability of the Town audit report, how funds were used in the current year (FY23) budget, and various line items in the proposed budget including but not limited to: funding for the transfer station, office staffing, the humane shelter, fire hydrants, joining a regional transportation program, milfoil control, library, staff recognition, and community services. Some of the material Ms. Monroe referred to in her questions was from the FY23 Town budget flyer, prepared by Council last year for the current year’s budget, rather than the FY24 budget proposal. Ms. Monroe stated that the Town’s economic

development budget should not be decreased, and that the municipal tax levy cap passed into law as LD1 in 2004 should only be superseded for emergencies.

Kevin Kimball – Mr. Kimball thanked Council and the Town Manger for the budget explanation, noting that he was not happy with the proposed mill rate increase, and asked that the Town Manager revisit and review the school budget.

Council Chair Carder noted that the projected mill rate calculation is not final until the assessment is completed, noted that the Town has had over 10 budget workshop meetings this year, and suggested that residents address concerns about the school budget increase to the School Board, as the Town does not participate in setting the school budget.

Councilor Maguire shared the school district website MSAD15.org, and noted that Council has discussed a workshop on ideas to improve the budget process.

Lena Richart – Ms. Richart asked that Council please contact MSAD-15 to share concern about the affordability of the overall budget, despite the value of the individual line items in the budget.

Council Chair Carder noted that the Town of Gray has grown by 1,000 people since the last {2010} Census.

Anne Gass – Mr. Gass thanked the Council for their hard work on the budget, and shared that the Town Assessor reports 350 houses built over the last five years. She noted that there is capital neglect around Gray, including the Gray Village, and that the Town kept the mill rate low during the pandemic.

Sherry Hebert – Ms. Hebert said she thought the proposals were all good, but maybe the Town should not add all of them at this time, instead should streamline operations to save money on the budget.

Andrew Edson – Mr. Edson echoed concerns about the budget increase and stated that increases would have to come from property taxes. He commented that Libby Hill Road is a private road that is used a lot by Town citizens.

Gary Foster – Mr. Foster noted that the Town used to have a monthly meeting of a Joint Leaders board, and that the group could meet to review possible budget reductions.

Clifton Foster – Mr. Foster stated it would be pleasing if the Town made some cuts.

Judy Fernet – Ms. Fernet inquired about the Town Manager salary and what comparables are used for setting that amount, and about the Town's increasing legal budget.

The Town Manager notes that the Council identified Bath, Bridgton, Cumberland, Skowhegan, Standish, and Windham as comparable communities for all Town proposal.

Councilor Maguire noted that legal costs have increased in part due to contract needs for the Libby Hill Trail agreements and the Yarmouth Road project.

Council Chair Carder noted that contract drafting and negotiations along with other requests and services have also contributed to legal costs.

Bob Coleman – Mr. Coleman noted that FY22 and FY23 figures are missing from some of the budget summaries, which makes it difficult to compare current year's proposals. He stated that it would send a message to the School Board if the Town could find a way to reduce its proposed net increase to zero. He also stated that the Town may not have the same revenues to offset budget increases in future years.

Council Chair Carder noted that she received email comments from Gray resident Tim Wilkinson.

Fran Monroe – Ms. Monroe asked when the FY22 audit would be available, and what office space would be assigned to any new staff hired.

Council Chair Carder stated that the audit release timeline is set by the Town's contracted auditor, and the audit report is scheduled for delivery at the May 2 Council meeting.

The Town Manager stated that there is sufficient office space to accommodate any new staff.

Council Chair Carder closed the hearing at 8:32 PM.

2. Council discussion on public feedback to the FY 2024 Municipal Budget.

Council discussed budget adjustments to address concerns raised in public comments about the increases in the total cost and mill rate effect of proposed budgets from the municipal, school, county, and TIF appropriations. Council reviewed various approaches to reducing the municipal budget, noting that the Town Council does not have authority to change the school, county, and TIF appropriations. Council discussed how the Town funds community support requests and suggested that the Town request letters of funding request from community organizations, that should include information about how the organization directly benefits Gray citizens and the Town, and that should be submitted in time for the Council budget process.

Councilor Carder identified three items that Council agreed to remove: the RTP Transportation program funding (\$15K), reduce the CIP from \$350K to \$325K (\$25K), and reduce the disaster contingency fund line by \$10K (\$10K).

V. ACTION ITEMS

1. Review and make final changes to the FY 2024 Municipal Budget.

Motion: Ordered, the Gray Town Council recommends the FY 2024 Budget as amended as follows:

- **Remove the RTP Ride Service (Council Budget) -\$15K**
- **Reduction of the Disaster Contingency Fund (Administration Budget) -\$10K**
- **Reduction of FY25 CIP Reserve Fund from \$350K to \$325K (CIP Budget) -\$25K**

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

2. Review and finalize proposed Warrant Articles.

Motion: Ordered, the Gray Town Council approves the proposed Warrant Articles, as amended with revised figures from the previous motion.

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

The final version of the Warrant Articles will be reviewed for approval at a future meeting.

VI. COUNCIL DISCUSSION

Tax Flyer discussion Councilor Maguire made suggestions for the Tax Flyer format, and identified areas where he needs help from Council on what information to include and prioritize. His format is color coded by expense type for consistency across pages and tables / figures, to help readers navigate the multi-page document.

Council Chair Carder suggested that the Flyer should include comparable information, but that Council consider a version reduced to a one-page format for mailing to Gray addresses.

VII. ADJOURNMENT

Motion: The Gray Town Council moves to adjourn the meeting at 9:14 PM.

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

The meeting was Adjourned at 9:14 PM.

-nrr

**TOWN GRAY
GRAY TOWN COUNCIL
MINUTES • April 18, 2023**

**Council Executive
Session Meeting**



**Town Council Chambers
24 Main Street, Gray, ME 04039**

5:30 PM

ROLL CALL

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

EXECUTIVE SESSION

The Council will enter Executive Session under MRS Title 1 Chapter 13 Section 405.6.C for property matters.

Motion: The Gray Town Council enter Executive Session under MRS Title 1 Chapter 13 Section 405.6.C for property matters at 5:32 PM.

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

The Executive Session ended at 7:08 PM, No further action was taken.

ADJOURNMENT

Motion: The Gray Town Council moves to adjourn the meeting at 7:08 PM.

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

The meeting was Adjourned at 7:08 PM.

-nrr

**TOWN GRAY
GRAY TOWN COUNCIL
MINUTES • April 18, 2023**

**Council Regular
Meeting**



**Town Council Chambers
24 Main Street, Gray, ME 04039**

7:00 PM

<https://us06web.zoom.us/j/82401986768>

Phone 646-558-8656 / Meeting ID: 824 0198 6768

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	Excused
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 April 4, 2023

Motion: Ordered, the Gray Town Council approves the minutes from Town Council Meeting April 4, 2023, with necessary edits.

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

Council gave direction to staff on edits to the minutes.

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

The Public Comment period was opened at 7:20pm.

Derek Shirley stated he has reached out to his representative Amy Arata but feels he is being discriminated against for using medical cannabis. He asks for the Town’s cannabis ordinance to be reconsidered.

The Public Comment period was closed at 7:22pm

VI. ADJUSTMENTS TO THE AGENDA

None

VII. PRESENTATIONS

VII.1 Legislative Session update - Rep. Anne Graham

Anne Graham presented notes about the Legislative Session. The first topic is the State budget and she noted they made investments to keep down property tax rates, they continue funding for K-12 education, revenue sharing was restored, they are honoring promises to reimburse for the Senior Tax Stabilization Program (LD290), and they continue to fund critical healthcare programs. They are trying to improve the Senior Tax Stabilization Program to address unintentionally negative consequences, possibly with amendments to the Homestead Exemption to replace other programs.

LD665 will hopefully delay the deadline for implementing LD2003 to 2025 to allow towns more time to prepare. She states that they are listening to people’s concerns, and it is a work in progress.

LD422 did not pass.

She states that the municipal tax levy cap from 2004 is under review by the Legislative Appropriation and Financial Affairs Committee because is very confusing for voters. She read the statement that Chair Carder made about it at the Legislative Session.

Councilor Chappell mentioned that there is another bill extending the date of LD2003 to October and allowing municipalities under 10,000 people to opt out. Anne Graham said she just picked the one bill to discuss but that she is aware of those bills.

Councilor Maguire stated that he does not agree with the Senior Tax Stabilization Program. He stated that it shifts the burden, and it drives a tremendous amount of expense and effort at the local level. He thinks the legislature needs to be thought out more before being passed. Anne Graham agreed with many of his points. Chair Carder agreed that she feels that it needs a lot of changes.

VII.2 Accessory Dwelling Units - square footage - Planning Department Staff

Kristen Muszynski, the Town Planner, came to help clarify some questions that the Council had. She provided a memo addressing the square footage. The Community Development department is recommending a cap of 660sf, which would emphasize the “accessory” aspect of the units, because in comparison, a 2-bedroom 1-bath ranch home is 864sf. State law allows the municipality to set a cap on square footage. The memo also specifies that ADUs would need to be owner occupied, like the current Town accessory apartment ordinance. She wanted to mention that the square footage measures by footprint, which is the best measure for the code office, but it could end up being multiple floors. She mentioned that a height cap could be considered.

Councilor Chappell mentioned that she did not realize that the square footage was only for the footprint of the building, but she still thinks that 800sf would be more appropriate just in case people choose to build a one-story home, it would accommodate more bedrooms for housing. Councilor Maguire thinks that the ADU needs to be a smaller structure than the primary structure. He feels there are too many missing pieces in this because there is a rush to comply with the State. Councilor Meaney asked if the ADU would need separate systems, such as septic. Muszynski stated that they are addressed in the memo, but there are also code restrictions that will apply. Chair Carder stated that they should split the difference and allow 750sf. Councilor Chappell thinks the ADU should be capped, but also no bigger than the primary home. Council discussed adding language to specify that the ADU is not bigger than the primary home on the property. Tammy Munson suggested adding language that the ADU can only be one floor, which will be the footprint, with a cap of 750sf, and should not exceed the sf of the primary structure. Kristen Muszynski and Tammy Munson added that patios and porches would not be included in the 750sf cap. Kristen Muszynski noted that site visits and abutter notifications are not typical for building permits.

VIII. PUBLIC HEARINGS

VIII.1 Second Reading - To Review and Approve proposed changes to the Zoning Ordinance (Chapter 402) with regards to Self-Storage Facilities. Proposed changes include adding an ordinance section on self-storage facility standards, editing the self-storage definition, updating Table 402.5.3 regarding zoning district uses, adding design standards, and adding language referencing self-storage.

The Public Comment period was opened at 8:10pm. There was no public comment. The Public Comment period was closed at 8:10pm.

Chair Carder wanted to point out that several residents are in support of the self-storage changes. An engineer from DM Roma took time to send a detailed email indicating that he was encouraged by the intent to the proposed ordinance change. Another resident offered support for Council efforts, she was watching via zoom and was put off by some of the language and tone which prevented her from feeling comfortable speaking. Another resident also reached out to Chair Carder in support. The 300ft setback is causing some angst, but the Council made many other changes based on feedback. Chair Carder mentioned that she looked at self-storage ordinances in Manchester Village and discussed that their ordinances are less complicated, and she pointed out some key takeaways and comparisons to Gray's Self-Storage ordinance. Chair Carder noted that there were a couple of questions in the Planning Board meeting. One of the members of the Planning Board mentioned that she had some confusion about general standard #2, and that the stormwater reporting should be more robust for all scenarios, not just self-storage. One of the speakers spoke to packet page 18 #4 about PB and ZBA functionality related to minimum setback and the legality of how it is written. There were some questions about the climate control availability. Kristen Muszynski said climate control was not mentioned in the first draft because there is no restriction. Councilor Maguire stated for clarification that if the ordinance does not speak to something then that does not mean it is not allowed. Councilor Maguire asked for feedback about the 300ft setback, Kristen Muszynski explained that the setback is to allow space for infrastructure such as wells, stormwater drainage, etc. Chair Carder suggested maybe there could be a setback range dependent on the site. Councilor Maguire and Chair Carder discussed that the residents' vote for the Comp Plan is being taken into consideration and that they would rather take more time to get this ordinance right than to rush through the process. Chair Carder asked if the Council would like to make the intent clear about the stormwater testing. Outdoor storage that could potentially leak needs to be impervious. Chair Carder asked Kristen Muszynski to check if the ZBA and PB writing the ordinance about setbacks meets legal standards. The Council and Kristen Muszynski discussed the risks involved with reducing the setback requirements.

Proposed motion: Ordered, the Gray Town Council tables proposed changes to the Zoning Ordinance (Chapter 402) with regards to Self-Storage Facilities.

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

VIII.2 Second Reading - To Review and Approve a proposed non-substantive change to the Zoning Ordinance (Chapter 402) and the Shoreland Zoning Ordinance (Chapter 403) which would replace the term "marijuana" with the term "cannabis" in all instances, in accordance with State law, LD 1957 (PL 2022, Ch. 669, §5).

The Public Hearing period opened at 8:42pm.

Derek Shirley stated that he believes it doesn't matter what rules change in Gray if his representative in District 104 is "against cannabis."

Brandon Pollard voiced support for the Town changing the term from marijuana to cannabis. He expressed that he would like the Town to allow medical cannabis.

The Public Hearing period closed at 8:48pm.

Proposed motion: Be it Ordained, the Gray Town Council approves a proposed non-substantive change to the Zoning Ordinance (Chapter 402) and the Shoreland Zoning Ordinance (Chapter 403) which would replace the term "marijuana" with the term "cannabis."

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

IX. REPORT FROM THE COUNCIL CHAIR

Land for Maine's Future Grant Program approved the Libby Hill Trails Maintenance Agreement but added a "whereas phrase" stating a "portion of the property was purchased with funds from their grant program."

Anne Gass provided an update on the Libby Hill Road Project, preparing to submit the MDOT Grant application.

Chair Carder shared email communication from the GNG/Raymond little league president regarding Douglas Field. Council asked their attorney for advice on this, and she put it in writing. There was a new meeting that took place last week. Their attorney, Mr. Zuckerman, had not seen the message from our Town attorney. The parking lot and concession area are on private land. The portion on public land is still open to the public. Mr. Boyle is concerned about liability. Council is hoping to have a future meeting to get some resolution.

A joint meeting between ZBA and Council was suggested, there were some comments made during the ZBA meeting which were not appropriate. Councilor Chappell and the Town Manager will set up a meeting to discuss these issues with the ZBA chair. Chair Carder will try to set up a workshop with the ZBA and Council to go over duties.

Kudos are given to Mose Russo, the Buildings and Grounds Director who secured a \$32,000 grant from Efficiency Maine to cover 90% of the costs of the EV charger being installed at Pennell Municipal Complex.

Reminder about the next workshop on April 24th at 6pm followed by an Executive Session. Chair Carder scheduled the two workshops for May: Tuesday May 9th and Friday May 12th both at 5:00pm.

X. REPORT FROM THE TOWN MANAGER

The Town Manager asked if there were any questions about his report. Page 183 is material from the DOT identifying bridge maintenance that needs to be done. The Town Manager will work with staff to plan for that. The Town Manager will be out of town the week of May 1st to attend a class in Cambridge on negotiations. He met with a group convened by the Maine Council on Aging to discuss a locally organized ride sharing program. A multi-party team will be put together to address it.

XI. COMMITTEE REPORTS

Councilor Meaney:

-WBF met April 4th discussed buying new banners, merchandise to sell, approved minutes for February 23rd meeting, next meeting May 4th at 10:00am.

-ZBA meets April 26th at 7:00pm.

-Finance Committee meets April 27th at 3:30pm

Councilor Maguire:

-PB meeting had a good discussion about ADUs, which was previously discussed.

Avesta asked for an extension on their project.

Councilor Chappell:

-Resiliency Committee full committee meeting on Thursday April 27th 5:00pm and there is a check in with 207 Permaculture and representative from NG and Durham April 19th at 5:00pm to identify collaborative opportunities.

-OAC next meeting TBD

-GPCOG executive committee meeting Tuesday April 25th

Chair Carder:

-DMS met April 10th at the schoolhouse. They are planning for the soft opening on June 10th. Next meeting is May 15th at 4:00pm.

-Open Space met April 5th and will participate in the upcoming Stillwater Open Space Subdivision Phase II Review. They voted to co-sponsor a class by “Rewild Maine” with the Gray Library Association. Member Samantha Lee has resigned. Next Meeting on May 3rd at 6:00pm.

-Recreation next meeting May 1st at 6:00pm.

XII. COUNCIL CORRESPONDENCE/ACTIVITIES

Councilor Meaney: None.

Councilor Maguire: Many people reached out asking questions about the budget. He received an email from Dan Cobb with ideas about the ADU ordinance. He also spoke with the budget and ADU ordinance Scott Liberty

Councilor Chappell: Reached out to Resiliency Committee asking about hosting a clean-up site on April 29th. Received an email from Anne Gass asking about becoming a member of PACTS. Inquiry from May Meadow Woods Homeowner Association president who read the Open Space plan from the newsletter and would like clarity about connecting the trail from May Meadow to other trails in town.

Chair Carder: Received feedback about the self-storage ordinance.

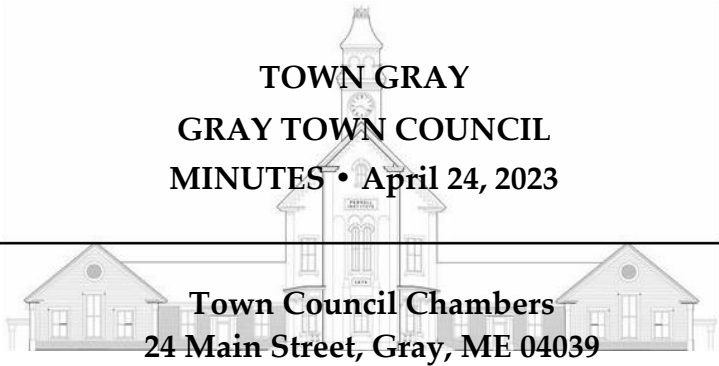
Anne Gass reached out thanking the Council for their hard work with the budget and the public hearing. Spoke to the school board chair to review the public hearing, he encouraged people to attend their meetings. Received a well written email from resident Lyla Leavitt giving support for a skateboard park. Audrey Burns called following up on the Charles Baker Scholarship.

XIII. ADJOURNMENT

Motion to Adjourn at 9:13 PM

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

TOWN GRAY
GRAY TOWN COUNCIL
MINUTES • April 24, 2023



Council Special Meeting

Town Council Chambers
24 Main Street, Gray, ME 04039

6:30 PM

ROLL CALL

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

EXECUTIVE SESSION

The Council will enter Executive Session under MRS Title 1 Chapter 13 Section 405.6.C for property matters and 405.6.E for consultations with legal counsel.

Motion: The Gray Town Council enter Executive Session under MRS Title 1 Chapter 13 Section 405.6.C and 405.6.E at 6:30 PM.

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

The Executive Session ended at 8:53 PM, No further action was taken.

ADJOURNMENT

Motion: The Gray Town Council moves to adjourn the meeting at 8:53 PM.

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

The meeting was Adjourned at 8:53 PM.

-nrr

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.

[WHEREAS, the property was acquired, in part, with funds from the Land for Maine’s Future Fund in accordance with the Land for Maine’s Future Act, at Title 6, Maine Revised Statutes Annotated, Chapter 353, as amended, and P.L. 1999 c. 514, Sec. A-6, as a natural area important for Traditional, Non-intensive Outdoor Recreation, conservation, wildlife habitat and scenic beauty.](#)

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; H.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)-H(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-GGE 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]



Proven Expertise & Integrity

April 6, 2023

Town Council
Town of Gray
24 Main Street
Gray, Maine 04039

We have audited the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Town of Gray, Maine for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 4, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town of Gray, Maine are described in Note 1 of Notes to Financial Statements. All significant transactions have been recognized in the financial statements in the proper period.

As described in Note 1 of Notes to Financial Statements, the Town of Gray, Maine changed accounting policies related to Governmental Accounting Standards Board (GASB Statement) No. 87, "Leases", GASB Statement No. 89, "Accounting for Interest Cost Incurred Before the End of a Construction Period", GASB Statement No. 91, "Conduit Debt Obligations", GASB Statement No. 92, "Omnibus 2020", GASB Statement No. 93, "Replacement of Interbank Offered Rates (paragraphs 13-14)" and GASB Statement No. 97, "Certain Component Unit Criteria and Accounting and Financial Reporting for Internal Revenue code Section 457 Deferred Compensation Plans" in 2022. There was no impact in the financial statements based on the cumulative effect of these accounting changes.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the governmental activities, each major fund and the aggregate remaining fund information of the Town of Gray, Maine's financial statements were:

- Allowance for uncollectible accounts

- Depreciation expense which is based on the estimated useful lives of capital assets
- Accrued compensated absences
- Deferred revenues

Management's process for determining the above estimates is based on firm concepts and reasonable assumptions of both historical and future events. We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements are reflected in the capital assets and other long-term obligations footnotes.

The financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial and communicate them to the appropriate level of management. A schedule of any uncorrected misstatements has been presented to management with the management representation letter. We did identify and propose adjustments of misstatements as a result of audit procedures that were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 7, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town of Gray, Maine's financial statements or a

determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town of Gray, Maine's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

However, we noted certain other matters that we reported to management of the Town of Gray, Maine in a separate letter dated April 7, 2023.

Other Matters

We applied certain limited procedures to the Budgetary Comparison Schedule - Budgetary Basis - Budget and Actual - General Fund, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Budgetary Comparison Schedule - Budgetary Basis - Budget and Actual - General Fund Revenues, Schedule of Departmental Operations - General Fund, combining and individual nonmajor fund financial statements and capital asset schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Town Council and management of the Town of Gray, Maine and is not intended to be and should not be, used by anyone other than these specified parties.

Very Best,



RHR Smith & Company, CPAs

MEMO

Wednesday, April 26, 2023

TO: Gray Town Council
Town Manager Nathaniel Rudy

FROM: Planning Department

RE: Chapter 501 Vehicular Use and Weight Restriction Ordinance

The Chapter 501 Vehicular Use and Weight Restriction Ordinance will be coming back before the council, likely in May, for further amendment, and is before you at the May 2, 2023 council meeting as a presentation item in preparation for the formal review.

This ordinance was amended on November 15, 2022 with a focus on applying a weight restriction on Shaker Road, between Main Street and the north end of the Maine Wildlife Parkway. The ordinance update at that time inaccurately referred to Shaker Road as a “town way,” when it is, in fact, a State highway segment.

In preparing the updated language to correct this error, we have shared the updated draft language with the MDOT to ensure that there are no other conflicts with the language. MDOT engineer Peter Coughlan has suggested additional edits and Interim Acting Public Works Director Tim Estes has also provided review and input on those changes, for presentation to the council.

In addition to updating the “town way” reference for the Shaker Road segment, the substantive changes pending are:

1. Adjusting the maximum weight limit for exempt trucks to match the standard MDOT weight limit for posted state roads (23,000). We had set it at 26,000 based on the defined weight of commercial vehicles and input from the prior public works director. Our current interim PW director supports the 23,000 as he feels compliance with the DOT standard, as reflected on all road posting signage, is appropriate. Additionally, our town attorney had advised that *“setting a limit that’s consistent with MDOT may be helpful from a practical perspective, as truck drivers in Gray won’t need to be aware of two separate standards between state and local roads. If the difference between the two weights is not material to the Town, that would be my suggestion.”*
2. Increasing the period when seasonal road postings can be in effect.
3. Adding the “frozen road” exemption to allow passage when roads are not susceptible to damage.
4. Changing the appeal process to go before the town manager, rather than the DOT, as State law does not give DOT authority to review town permitting decisions.
5. Removing language regarding DOT enforcement.

Legal review of the ordinance updates is pending, and we anticipate it may be available by the May 2 meeting. Council and legal input will inform final edits for presentation at a first reading/public hearing at the May 16 council meeting.

CHAPTER 501
VEHICULAR USE AND WEIGHT RESTRICTION ORDINANCE
TOWN OF GRAY MAINE

Adopted July 13, 1982

Amended November 15, 2022 to incorporate Chapter 298

SECTION 501.1 – TITLE

This Chapter shall be known and may be cited as the Vehicular Use and Weight Restriction Ordinance of the Town of Gray, Maine.

SECTION 501.2 – PURPOSE

The purpose of this Chapter is to regulate the use of certain vehicles ~~on certain town ways~~ within the Town of Gray. The restrictions imposed herein are intended to prevent safety hazards and damage to town ways and bridges. Preventing safety hazards and damage to the roads reduces the cost of maintenance, reduces the danger of injury to the traveling public, and generally improves the use of roads by the public.

SECTION 501.3 – AUTHORITY

This Chapter is enacted pursuant to 30-A M.R.S. §3009 and 29-A M.R.S. §§ 2395 and 2388, as amended.

SECTION 501.4 – DEFINITIONS

Except as otherwise provided herein, the definitions contained in 29-A M.R.S. § 101 shall govern the construction of words contained in this Chapter. Any words not defined therein shall be given their common and ordinary meaning.

SECTION 501.5 – WEIGHT RESTRICTIONS AND NOTICE

1. The Gray Town Council may, either permanently or seasonally, impose such restrictions on the gross registered weight of vehicles as may, in its judgment, be necessary to protect the traveling public and prevent abuse of the highways. In doing so, the Town Council may, in its sole and reasonable discretion, designate the town ways and bridges to which such restrictions shall apply. Regardless of exemptions listed in Section 501.6, but subject to any permit issued by the Town pursuant to Section 501.7 of this Chapter or issued to the vehicle owner or operator by the Maine Department of Transportation, all vehicles must adhere to applicable standards required for seasonal road postings, for the period of ~~March 15 to May 1~~ February 1 to May 1 of each year.
2. Subject to all applicable exemptions in this Chapter, or the issuance of a permit by the Town Council or its designee, the operation of any motor vehicle with a gross registered weight in excess of ~~23,000~~ 26,000 pounds, inclusive of a towed unit or units, or such lesser weight as indicated in 501.11, shall be prohibited on a particular town way or portion of a town way, effective upon the posting of such restrictions at both ends of said town way or portion of said town way, following an affirmative vote of the Town Council (the "Notice").
3. Pursuant to 29-A M.R.S. § 2395, the Notice shall contain, at a minimum, the following information: the name of the town way or bridge, the gross registered weight limit, the time period during which the restriction applies, or in the case of roads where the gross registered weights of vehicles is permanently restricted, a note that such restriction is permanent.

Style Definition: Heading 1

Style Definition: List Paragraph

Commented [KM1]: DOT is allowing the town to post Shaker Road from the village to the parkway, which is not a town way, so DOT recommends we remove this language

Commented [KM2]: DOT and PW Director Tim Estes agree that this period should be longer to give the town more leeway to post when there are soft conditions

Commented [KM3]: DOT and Tim advised that the normal weight for seasonal postings is 23,000 lbs, as shown on the posting signs, and that a different weight will cause conflicts and confusion.

4. Per the Notice, the restriction information shall be conspicuously posted at each end of the portion of the way or bridge, in a location clearly visible from the traveled way and shall include the weight limit, Chapter reference and time period of the restriction (if not permanent).
5. Whenever a restriction expires or is lifted, the road posting shall be removed wherever posted. Whenever a restriction is revised or extended, existing postings shall be removed and replaced with the updated information.
6. No person may remove, obscure or otherwise tamper with any posting except as provided herein.

SECTION 501.6 – EXEMPTIONS

The following vehicles are exempt from all gross weight restrictions imposed by this Chapter:

- A. Any vehicle or combination of vehicles, inclusive of a towed unit or units, registered for a gross weight of 23,000 ~~26,000~~ pounds or less;
- B. Any vehicle transporting well-drilling equipment for the purpose of drilling a replacement water well, or for improving an existing water well on property where that well is no longer supplying sufficient water for residents or agricultural purposes, provided that such vehicles comply with all conditions stated in 29-A M.R.S. § 2395(4-A) (A) – (C), as amended;
- C. MaineDOT vehicles or other vehicles authorized by MaineDOT, a municipality or county to maintain the roads under their authority;
- D. “Authorized emergency vehicles” as defined in 29-A M.R.S.A. § 2054(1)(B), as amended, including but not limited to, school buses, a wrecker towing a disabled vehicle of legal weight from a posted highway, and vehicles with three axles or fewer under the direction of a public utility and engaged in utility infrastructure maintenance or repair;
- E. Any two-axle vehicles registered for a gross weight in excess of 23,000 ~~26,000~~ pounds that is carrying any of the following:
 - i. Home delivered heating fuel (oil, gas, coal, stove size wood that is fewer than 36” in length, propane and wood pellets);
 - ii. Petroleum products;
 - iii. Groceries;
 - iv. Bulk milk;
 - v. Bulk feed;
 - vi. Solid waste;
 - vii. Organic animal bedding;
 - viii. Returnable beverage containers;
 - ix. Sewage from private septic tanks or porta-potties; or
 - x. Medical gases;
- F. Vehicles owned or operated by parties living on, and/or operating a business on a specific road or road segment listed in 501.11 of this Chapter; or

X:\COMMUNITY DEVELOPMENT\PLANNER\COUNCIL\MATERIALS\VEHICULAR USE CHAPTERS\CHAPTER 501 AND 298 COMBINED VEHICULAR USE.MDOTEDITS.APRIL.2023.DOCX C:\USERS\ACTAPP\DATA\LOCAL\MICROSOFT\WINDOWS\INETCACHE\CONTENT.OUTPUT\2T30RNBH\CHAPTER.501-AND-298-COMBINED-VEHICULAR-USE-ORDINANCE-WJB-REDLINE-09-28-22.DOCX 2

G. Vehicles accessing properties or businesses located on a specific road or road segment listed in 501.11 of this Chapter, for the purpose of making deliveries or otherwise performing activities related to the vehicle owner's business.

Regardless of exemptions listed in this section, but subject to any permit issued by the Town pursuant to Section 501.7 of this Chapter or issued to the vehicle owner or operator by the Maine Department of Transportation, all vehicles must adhere to applicable standards required for seasonal road postings, for the period of ~~March 15 to May 1~~ February 1 to May 1 of each year, as required in Section 501.5(A).

H. Frozen road exemption: This ordinance shall not apply to any restricted road which is frozen. The highway is considered "frozen" only when the air temperature is 32° F or below and no water is showing in the cracks of the road. Both conditions must be met. Alternatively, if the air temperature is 32 degrees Fahrenheit or below and there is water showing in the cracks of the highway, the highway will be considered "frozen" if the adjacent gravel driveways, shoulders, or lawns remain frozen.

Commented [KM4]: This language from the MMA model ordinance was missing from ours. Both DOT and Tim suggested that it be added, as frozen roads are best for moving heavy loads. This language is reflective of MDOT language.

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SECTION 501.7 – PERMITS

A. The owner or operator of any vehicle not otherwise exempt from the gross registered weight restrictions imposed by this Chapter, pursuant to Section 501.5, above, may apply in writing to the Town Council or its designee for a permit to operate on a posted town way or bridge, or the posted section of Shaker Road, notwithstanding the restriction. The Town Council or designee may issue a permit only upon all of the following findings:

Commented [KM5]: Shaker Road is not a town way, hence the addition of this language

- i. no other route is reasonably available to the applicant;
- ii. it is a matter of economic necessity and not mere convenience that the applicant use the restricted way or bridge; and
- iii. the applicant has tendered cash, a bond or other suitable security running to the Town of Gray, in an amount sufficient, in their judgment, to repair any damage to the way or bridge which may reasonably result from the applicant's use of same.

B. Even if the Town Council or its designee makes the foregoing findings, they need not issue a permit if they determine the applicant's use of the way or bridge could reasonably be expected to create or aggravate a safety hazard or cause substantial damage to a way or bridge maintained by the municipality. They may also limit the number of permits issued or outstanding as may, in their judgment, be necessary to preserve and protect the highways and bridges.

C. In determining whether to issue a permit, the Town Council (or its designee) shall consider the following factors:

- i. the gross registered weight of the vehicle, inclusive of a towed unit or units;
- ii. the current and anticipated condition of the town way or bridge;
- iv. the number and frequency of vehicle trips proposed;
- iv. the cost and availability of materials and equipment for repairs;

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- v. the extent of use by other exempt vehicles; and
 - vi. such other circumstances as may, in their judgment, be relevant.
- D. The Town Council or its designee may issue permits subject to reasonable conditions, including but not limited to restrictions on the actual load weight and the number or frequency of vehicle trips, which shall be clearly noted on the permit.

SECTION 501.8 – ADMINISTRATION AND ENFORCEMENT

This Chapter shall be administered and enforced by the Town Council or its designee.

In enacting this Chapter, the Town of Gray agrees to conspicuously erect signs meeting the standards of the Manual on Uniform Traffic Control Devices (MUTCD) on both ends of all town ways on which weight restrictions are in effect, per Section 501.5.

SECTION 501.9 – APPEALS

An applicant for a permit to operate on a posted town way or bridge who is denied said permit is entitled to appeal the decision to the Town Manager or the manager’s assignee. The assignee cannot be the same person who denied the permit. ~~the Maine Department of Transportation, pursuant to 29 A.M.R.S. §2388.~~

SECTION 501.10 – PENALTIES

- A. Any violation of this Chapter shall be a civil violation subject to a fine of not less than \$250.00 nor more than \$1,000.00. Each violation shall be deemed a separate offense.
- B. In addition to any fine, the Town of Gray may seek restitution for the cost of repairs to any damaged way or bridge and reasonable attorney fees and costs. Prosecution shall be in the name of the Town of Gray and shall be brought in the Maine District Court. Any amount so recovered shall be used for repair of the ways so damaged. This section shall not be construed to limit the amount that may be recovered by the Town in a civil action. Any amount recovered in excess of the amount needed to repair the damaged way shall accrue to the Town. If the Town prevails in a civil action brought pursuant to this section, it shall be entitled to an award of reasonable attorney’s fees in addition to any damages awarded.

SECTION 501.11 – SPECIFIC ROADS WHERE EXCESSIVE WEIGHT PROHIBITED

~~The operation of any vehicle with a registered gross weight in excess of 26,000 pounds (or such lesser weight as indicated below), which: (1) does not fall under any exemption listed in Section 501.6 of this Chapter, and (2) has not received a permit from the Town of Gray pursuant to Section 501.7 of this Chapter, on the following town ways, or sections of town ways is permanently prohibited:~~

- ~~1. Shaker Road, between Main Street and the north end of the Maine Wildlife Parkway.~~

The operation of any vehicle with a registered gross weight in excess of 23,000 pounds (or such lesser weight as indicated below), which: (1) does not fall under any exemption listed in Section 501.6 of this

Commented [KM6]: DOT has advised that this provision for appeal in Maine law relates only to height and width restrictions, bridge loads and certain substances. It does not apply to weight restrictions and does not grant authority to DOT to overrule the denial of a town-issued permit. Since the public works director will likely be issuing these permits, this language assigns the appeal review to the town manager.

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chapter, and (2) has not received a permit from the Town of Gray pursuant to Section 501.7 of this chapter is prohibited.

Additionally, ~~vehicles~~ **Vehicles** in excess of 10,000 pounds are not permitted on the following town-owned roads:

1. **Mayall Road, from Depot Road to Yarmouth Road.**
2. **Marie Street (formerly Florence Road).**

~~The Maine Department of Transportation has the authority to post and enforce weight restrictions on State highways. The Town does not enforce such weight limits and failure of a vehicle operator to abide by MDOT restrictions does not constitute a violation of the Town ordinance, Chapter 501.~~

Commented [KM7]: DOT advised that this language is inaccurate as DOT does not do any enforcement as an agency, on state roads.

Per agreement with the MDOT, the following State highway segment in the Town of Gray is limited to a gross registered weight of 23,000 ~~26,000~~ pounds:

1. **Shaker Road, between Main Street and the north end of the Maine Wildlife Parkway.**

SECTION 501.12 – AMENDMENTS

This Chapter may be amended by the Town Council at any properly noticed meeting.

SECTION 501.13 – SEVERABILITY; EFFECTIVE DATE

In the event any portion of this Chapter is declared invalid by a court of competent jurisdiction, the remaining portions shall continue in full force and effect. This Chapter, and any amendments thereto, shall take effect thirty (30) days after adoption by the Town Council, pursuant to Section 14(C) of the Charter of the Town of Gray.

MEMO

Tuesday, April 25, 2023

TO: Gray Town Council
Nate Rudy, Town Manager

FROM: Planning Staff

RE: Amendments to Zoning ordinance to comply with 30-A 4364-B “Accessory Dwelling Units”

Introduction

The Town Council will hold a first reading and public hearing of the amendments herein at their regular meeting on May 2, 2023. The Town Council provided input on the draft language at their workshop on March 14, 2023, and additional input at the April 18 council meeting.

Those changes are reflected in this updated ordinance, in addition to some non-substantive clerical updates, including:

- The maximum footprint of an ADU is now proposed at 750 square feet; and
- ADUs are limited to one floor of living space.

The amendments bring the Accessory Dwelling Unit provisions of the Gray Zoning Ordinance into compliance with LD2003 “An Act to Implement the Recommendations of the Commission to Increase Housing Opportunities in Maine by Studying Zoning and Land Use Restrictions,” which became chaptered law in April 2022. Several elements of the law become effective as of July 1, 2023. As with all municipalities in Maine, this law requires updates to those sections of our Town ordinance that reference housing density, affordable housing, and accessory dwelling units.

At this time, we are presenting only the changes related specifically to the section of the law that address accessory dwelling units, ***30-A MRSA Section 4364-B***. Compliance requires updates to the following land use regulations in the Town of Gray:

Proposed Zoning Ordinance Amendment #1:

Clerical edit to update all references to “Accessory Apartment” throughout the Zoning Ordinance (including the Village Center/Village Center Proper Design Standards) to “Accessory Dwelling Unit,” to comply with the language of ***30-A MRSA Section 4364-B***.

Proposed Zoning Ordinance Amendment #2:

Amend the Table of Permitted Uses and Conditional Permitted Uses, 402.5.3 (See attached)

Proposed Zoning Ordinance Amendment #3:

Add a reference in 402.6.9 – Parking Requirements, to reference the statutorily required exception for ADUs, as per below:

402.6.9 Parking Requirements

All uses of land and development of property shall be provided with parking and loading facilities meeting the standards of Section 402.10.11 B under Site Plan Review. In accordance with Title 30-A Section 4364-B “Accessory Dwelling Units,” Subsection 4.C, an Accessory Dwelling Unit (ADU), is not subject to any additional parking requirements, as established in 402.10.11 B in this ordinance, beyond the parking requirements of the single-family dwelling unit of the lot upon which the ADU is located.

Proposed Zoning Ordinance Amendment #4:

Move the reference to home occupation use within an ADU, currently in 402.7.9 A, to the Home Occupations section, 402.7.2 as per below:

402.7.2 Home Occupations

A. Intent and Purpose

B. Home Occupations when managed conscientiously and with respect for the neighborhood in which they are situated can offer benefits to both the proprietors and the community, and a productive alternative to the formally structured traditional workplace. Consequently, it is the intent and purpose of this Ordinance to produce liberal, flexible standards for the establishment and maintenance of home occupations, while simultaneously providing the town with a mechanism in which to monitor and regulate their use.

C. Home Occupation Requirements:

1. A home occupation shall conform to the following requirements:
2. The home occupation shall be carried on primarily within the principal structure or accessory structures.
3. The home occupation shall be carried on by a member or members of the family residing in the dwelling unit. One employee, who is not part of the family residing in the dwelling unit, shall be permitted. Chapter 402 Gray Zoning Ordinance
4. The home occupation is clearly incidental and secondary to the use of the dwelling unit for residential purposes.
5. There shall be no exterior storage of materials and no other exterior indication of the home occupation or variation from the residential character of the principal building, except such signs as are permitted.
6. There shall be no more than two (2) commercial vehicles kept outside the garage overnight.
7. Objectionable conditions such as noise, vibration, smoke, dust, electrical disturbance, hazardous materials, odors, heat, or glare shall not be generated.
8. Hours of operation shall be reasonable and normal for residential areas.
9. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in the neighborhood.

10. In addition to the off-street parking provided to meet the normal requirements of the dwelling, adequate off-street parking shall be provided for the vehicle of each employee and the vehicles of the maximum number of users the home occupation may attract during peak operation hours.

11. No more than fifty (50%) percent of the floor area of a residence and an accessory building shall be used for a home occupation.

12. Retail sales are limited to the sale of products or goods produced, fabricated or substantially altered on the premises as a result of the home occupation. This may include products that are not fabricated on the premises as defined above, but which are customarily incidental to the product created by the home occupation.

13. Retail businesses such as restaurants, new or used car sales, auto repair garages, auto body shops, and auto service stations shall not be considered home occupations.

14. The size and number of signs used in connection with a home occupation shall be determined by the sign ordinance.

15. One Home Occupation use may be conducted, as otherwise allowed under the Ordinance, as an accessory use to either an Accessory Dwelling Unit or an existing single-family dwelling, but not both. Solely for the purposes of this paragraph, In-Home offices are not considered a Home Occupation.

Proposed Zoning Ordinance Amendment #5:

Amend the definition of Accessory Apartments, as below:

Definitions 402.2.2

~~Accessory Dwelling Unit~~ ~~Accessory Apartment~~: A subordinate residential use that requires a permit issued by approval from the Code Enforcement Officer that conforms to the performance standards in this Ordinance, ~~including being owner occupied, a maximum of 660 sq. ft., and is incorporated within a single family dwelling. An accessory apartment shall not be considered a separate dwelling unit when calculating lot area per dwelling unit for this Ordinance. All accessory dwelling units, but~~ must comply with all other applicable requirements of law including, ~~but not limited to, building codes, life safety, and the State Minimum Lot Size statute~~ and the State of Maine Subsurface Wastewater Disposal Rule.

Commented [KM1]: This reference to State law is now located in the performance standards section.

Proposed Zoning Ordinance Amendment #6:

Amend 402.10.11 Table 3 regarding parking for ADUs (See attached)

Proposed Zoning Ordinance Amendment #7:

Amend 402.7.9 Accessory Apartments. (See attached)

-End-

TABLE 402.5.3 TABLE OF PERMITTED USES AND CONDITIONAL PERMITTED USES

	RRA	LD *	MD	BD-1	BD-2	C	VC *	VCP *	BT-1 *	BT-2 *	WH-1 *	WH-2 *	LMOD	CSES OD
1 Accessory Dwelling Unit Apartment ‡	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P	P/C		
2 Accessory Uses and Structures	P	P	P	P	P	P	P	P	P	P	P	P		
3 Adult Business*						C								
4 Agritourism Center*	C													
5 Agritourism Facility*	C													
6 Animal Husbandry	P	P		C	C	C				C		C		
7 Auto Body Shop				C	C	C								
8 Auto Repair Garage						C								
9 Auto Service Station				C	C									
1 Bed and Breakfast ‡	C	C	C	P	P	P	P	P	P	C		C		
1 Building Trades Occupations – 1	P	P	P	P	P	P	P	P	P	P	C	P		
1 Campground ‡	C	C												
1 Cemetery	P					C								
1 Church	P	P	P	P	P		C	C		C		C		
1 Commercial Recreation - Indoor or Outdoor	C	C		C	C	C	C	C	C	C		C		
1 Community Living Arrangement	P	P	P	P	P	P	P	P	P	P	P	P		
1 Construction Services				P	P					C		C		
1 Day Care Facility for Five (5) or fewer clients.	P	P	P	P	P	P	P	P	P	P		P		
1 Day Care Facility for Six (6) or more	C	C	C	C	C	C			C	C		C		
2 Drive Through and Drive in Facility					C	C			C	C		C		

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2	Expansion of Nonconforming Uses	C	C	C	C	C	C	C	C	C	C	C	C		
		RRA	LD *	MD	BD-1	BD-2	C	VC *	VCP *	BT-1 *	BT-2 *	WH-1 *	WH-2 *	LMOD	CSES OD
2	Farm Stand ‡	P	P	P	P	P	P	P	P	P	P		P		
2	Farmers' Market ++	P	P	P	P	P	P	P	P	P	P		P		
2	Flea Market, Open Air Market ‡	C	C	C	C		C	P	P						
2	Garage Sale	P	P	P	P	P	P	P	P	P	P	P	P		
2	General Agriculture	P		P	P	P	P				C		C		
2	Headquarters for a Contracting Business	C	C	C	P	P					C		C		
2	Heliport	C	C		C	C									
2	Home Occupation ‡	P	P	P	P	P	P	P	P	P	P	C	P		
3	Hotel and Motel				C	C	C			C					
3	In-Home Offices‡	P	P	P	P	P	P	P	P	P	P	P	P		
3	Kennels	C	C				C						C		
3	Light Manufacturing				P	P								P/C	
3	Manufacturing and Processing				C	C									
3	Mechanical Repair Garages	C			P	P	C								
3	Medium and Large-scale Solar Energy Systems														C
3	Medical Facility	C	C	C		C	C	C	C	C					
3	Mineral Excavation	P	P	P	P	P	P								
3	Mineral Exploration	C			P	P		P	P		P	P	P		
4	Mobile Vendor	P	P	P	P	P	P	P	P	P					
4	Motel (< 11 rooms)	C	C			C									
4	Multi-family Development			C	C	C	C	C	C	C					

4	Municipal Uses	C	C		C	C	C	C	C	C	C		C		
4	Nursing and Convalescent Home	C	C	C	C	C	C			C					
4	Office			C	P	P	P	P	P	C	C		C		

++ Subject to performance standards in Article 7

402.10.11

TABLE 3 – MINIMUM NUMBER OF OFF-STREET PARKING SPACES	
Residential	
Dwelling: Single Family, Duplex	2 per dwelling unit
Multifamily:	
Studio	1.25 per dwelling unit
One Bedroom	1.5 per dwelling unit
Two or More Bedrooms	2 per dwelling unit
Accessory/In Law Dwelling Unit	1 per dwelling unit
Hotel/Motel	1.25 per guest room, plus 10 per 1000 sq. ft. restaurant/lounge, plus 30 per 1000 sq. ft. meeting/banquet room.
Senior Citizen Housing, Independent Living	0.6 per dwelling unit
Senior Citizen Housing, Assisted Living	0.4 per dwelling unit
Boarding Homes for Sheltered Care and Nursing Homes	1 per room
Rooming House:	
Single-Occupancy Unit	1 per dwelling unit
Double-Occupancy Unit	2 per dwelling unit
Employees	1 per employee
Visitors	As needed
Day Care, Facility (any type)	.35 per client of licensed capacity plus staff
Hospital/Medical Center	0.4 per employee, plus 1 per 3 beds, plus 1 per 5 average daily outpatient visits, plus 1 per 4 medical staff, plus 1 per student/faculty/staff
Retail/Service	
Retail Sales (not in shopping center)	3.5 per 1000 sq. ft. of gross floor area (GFA)
Supermarket (Freestanding)	4.5 per 1000 sq. ft. of GFA
Discount Superstore/Clubs	3.5 per 1000 sq. ft. of GFA
Home Improvement Superstore	2.5 per 1000 sq. ft. of GFA
Other Heavy/Hard Goods (Furniture, Appliances, Buildings Materials, etc.)	3.0 per 1000 sq. ft. of GFA
Shopping Centers	4.0 per 1000 sq. ft. of GFA,
Service Business, Personal	
Beauty Shops/Barber Shops	2 per treatment station, but not less than 4.3 per 1000 sq. ft. customer service area.
Coin-Operated Laundry/Dry Cleaning Services	3.5 per 1000 sq. ft. of GFA
Other	3.5 per 1000 sq. ft. of GFA

Fitness Center/Health Club	1 per 3 persons of permitted capacity
Retail Sales, Automobile Sales	2.7 per 1000 sq. ft. of interior sales area GFA, plus 1.5 per 1000 sq. ft. of interior area
Automobile Repair Services, Major or Minor	4 per service bay
Convenience Store	.25 per pump plus 1 per employee plus 4 per 1000 sq. ft.
Food and Beverage	
Restaurant	1 per 3 seats
Office and Business Services	
Business and Professional Office	4.5 per 1000 sq. ft. of GFA
Service Business, Commercial	4 per 1000 sq. ft. of GFA
Medical Office Building	5.5 per 1000 sq. ft. of GFA
Bank	5.5 per 1000 sq. ft. of GFA
Industry, Heavy	2 per 1000 sq. ft. of GFA
Industry, Light	1.5 per 1000 sq. ft.
Warehouse	0.7 per 1000 sq. ft. of GFA
Other Retail, Commercial or Business	4 per 1000 sq. ft. of GFA
Education	
Preschool/Nursery Schools	.35 per student plus 1 per employee
Elementary and Middle Schools	Per parking study specific to institution
High Schools	Per parking study specific to institution
College and University	Per parking study specific to institution
Cultural/Recreational/Entertainment	
Convention Center	0.25 per person of permitted capacity
Library	4.5 per 1000 sq. ft. of GFA
Place of Worship	1 for every 3 seats
Theater	1 for every 3 seats

402.7.9 Accessory ~~Apartments~~Dwelling Units

A. General Standards:

~~1. Accessory Apartments shall only be located within a single family dwelling (SFD) or a structure permanently attached to the SFD by common walls and a permanent roof meeting the aesthetic standards below in Section 402.7.9.C.~~

1. For any lot located fully or partially in a Shoreland Zoning district, Accessory Dwelling Units must independently comply with all Shoreland Zoning requirements.

2. Except as established above in this section for lots partially or fully in the Shoreland Zoning District, Accessory Dwelling Units shall be permitted in all zoning districts where ~~housing~~ single-family housing is permitted, on the same lot as a single-family dwelling, constructed only:

- Within an existing single-family dwelling unit on the lot;
- Attached to, or sharing a wall with, a single-family dwelling unit;
- As a new structure on a lot for the primary purpose of creating an Accessory Dwelling Unit;
- Within an existing detached accessory structure on the same lot as a single-family dwelling

~~23. Accessory ~~Apartments~~Dwelling Units are specifically prohibited in, on, or within any of the following:~~

- ~~a. any detached accessory structure such as a separate garage;~~
- ~~b. any structure or parcel located in the Shoreland Zone;~~
- ~~ea. any duplex two-family or multi-family dwelling;~~
- ~~d. any SFD located on a back lot that utilizes a right of way less than fifty (50) feet wide;~~
- ~~e. any individually owned lot in a Cluster/Open Space subdivision that contains less than 75% of the minimum lot size for the zoning district in which the property is located;~~
- ~~f. any lot that contains less than 75% of the minimum lot size for the zoning district in which the property is located, existing non-conforming lots of record;~~
- ~~gb. any lot that contains one (1) or more principal commercial use(s) either on the parcel or in any structure located on such lot; or~~
- ~~h. any lot that contains less than 20,000 square feet.~~
- c. any lot that does not have a single-family dwelling as its principal use

~~34. Only one (1) ~~accessory apartment~~Accessory Dwelling Unit is allowed per lot, and only on a lot ~~that on which~~ the CEO has determined the primary use to be a ~~SFD~~single-family dwelling.~~

~~5.4. Accessory Apartments are permitted uses, on lots which meet the minimum required lot area and street frontage for the zoning district in which the lot is located. For lots in Cluster/Open Space subdivisions with commonly owned area, only the lot that is individually owned may be used for the purposes of this determination; fractional ownership of Open Space or other land may not be counted for this purpose.~~

~~5. Accessory Apartments are conditionally allowed, subject to Planning Board approval, on lawfully existing non-conforming lots of record provided that the lot size is at least 75% of the minimum lot size for the zoning district in which the lot is located. For example, a lot in a zoning district that requires 80,000 square feet for the minimum lot size must contain at least 60,000 sq. ft. For lots in Cluster/Open Space subdivisions with commonly owned area, only the lot that is individually owned shall be used for the purposes of this determination; fractional ownership of Open Space or other land may not be counted for this purpose.~~

~~6. The minimum square footage of finished living area for Accessory Dwelling Units is one-hundred-and-ninety (190) square feet.~~

~~7. The maximum footprint square footage of finished living area for any Accessory Dwelling Unit accessory apartments is six hundred and sixty (660) seven-hundred-fifty (750) square feet and shall not exceed the footprint of the primary dwelling unit. If the footprint of the primary dwelling is 750 sf or less, the maximum footprint of the Accessory Dwelling Unit shall not exceed 90% of the primary dwelling's footprint. The Zoning Board of Appeals shall not have the authority to increase this ~~maximum finished living area~~footprint by variance or otherwise.~~

Commented [KM1]: Updated references to use the term "footprint"

Commented [KM2]: New square footage cap of 750. Also added language per council discussion 4-18, to ensure that ADU is not larger than primary DU.

~~7.8. Although an existing single-family dwelling may be expanded or utilized for the purposes of creating an Accessory Dwelling Units~~Accessory Apartment~~, no portion of an Accessory Dwelling Units~~Accessory Apartment~~ shall be located within minimum lot line setbacks, including non-conforming structures of record.~~

~~8. In addition to any off-street parking required for the SFD, there must be at least one year-round off-street parking space for use by the Accessory Apartment occupant(s). There must also be sufficient space on the site for vehicular turn-arounds without having to back out onto the street.~~

~~9. One Home Occupation use may be conducted, as otherwise allowed under the Ordinance, as an accessory use to either an Accessory Apartment or an existing SFD, but not both. Solely for the purposes of this paragraph 9, In-Home offices are not considered a Home Occupation.~~

~~10.9. Accessory Dwelling Units~~Accessory Apartments~~ must comply with applicable building and fire safety codes, and the State of Maine subsurface wastewater disposal (SSWD) rules,...~~

~~10.10. Accessory Dwelling Units~~Accessory Apartments~~ must have shared common utilities, such as water and wastewater disposal, electricity, etc. with the single-family dwelling, except as required by applicable codes.~~

~~11. Accessory Dwelling Units must be allowed on a lot regardless of whether the lot conforms to existing~~current~~ dimensional requirements as established in this ordinance. Any new structure~~

constructed on the lot to be an Accessory Dwelling Unit must meet the current applicable dimensional requirements for a structure.

12. An Accessory Dwelling Unit shall be permitted only as one (1) floor of living space, such as a one-story structure or a single floor above a garage.

13. Accessory Dwelling Units are intended to be accessed via the existing driveway and curb cut for the principal single-family dwelling, and must meet the standards established in the Street Ordinance, Chapter 400.

14. An accessory dwelling unit shall not be considered a separate dwelling unit when calculating lot area per dwelling unit for this Ordinance.

Commented [KM3]: Single-story restriction added per 4-18 council discussion

B. Ownership Standards:

1. Ownership of the existing ~~SFD single-family dwelling~~ and the Accessory Dwelling Unit ~~Accessory Apartment~~ must be held by the same person(s).
2. Either the existing single-family dwelling~~SFD~~ or the Accessory Dwelling Unit ~~Accessory Apartment~~ must be owner-occupied. "Owner-occupied" means that either the existing single-family dwelling~~SFD~~ or the Accessory Dwelling Unit ~~Accessory Apartment~~ must be occupied by a person(s) who has a legal ownership and bears risk of decline in value of the property and who receives any payment from the lease or rental of the property.

C. Aesthetics:

1. Accessory Dwelling Units ~~Accessory Apartments~~ shall retain and respect the existing streetscape, character of the neighborhood, and preserve the single-family dwelling~~SFD~~ appearance, architectural style, and character of the dwelling.
2. Any exterior modifications to the single-family dwelling~~SFD~~ associated with the construction or installation of ~~the an Accessory Dwelling Unit~~ Accessory Apartment must be consistent with architectural style and character of the single-family dwelling~~SFD~~ in terms of exterior materials, roof pitch/form, and window type/spacing.
3. Any exterior alteration of the single-family dwelling~~SFD~~ associated with the construction or installation of an Accessory Dwelling Unit must preserve the formal, front entrance of the building in order to maintain the single-family dwelling~~SFD~~ appearance and architectural style of the building, as determined by the Code Enforcement Officer with input from the Town Planner as appropriate.
4. Exterior stairs more than five (5) feet above final finished grade shall be enclosed and are restricted to the rear and sides of the accessory dwelling unit or the single-family dwelling in which it is located or to which it is attached ~~SFD~~ wherever practicable provided that that they are integrated into and consistent with the architecture of the building.

~~5. Accessory Apartments shall have a full common wall with the principal dwelling.~~

56. In the event that the Code Enforcement Officer and the applicant for the Accessory Dwelling Unit ~~Accessory Apartment~~ cannot agree on the aesthetic standards contained in this Section 402.7.9.C, the applicant may appeal to the Planning Board within thirty (30) days of the CEO's written decision.

6. All Accessory Dwelling Units in the Village Center and Village Center Proper zoning districts are subject to the Village Design Standards as referenced in the Village Center District Standards section of this Zoning Ordinance.

Commented [KM4]: Added to clarify that village design standards apply to ADUs, as noted therein

D. Wastewater Disposal:

1. An Accessory Dwelling Unit ~~Accessory Apartment~~ may be served by one of the following subsurface wastewater disposal (SSWD) systems that maintain standards established in the Maine Subsurface Wastewater Disposal Rule:

(a) an existing SSWD system,

(b) an upgraded SSWD system, or

~~(c)~~ a new SSWD system, designed by a licensed site evaluator, all as otherwise allowed by law.

2. In all cases, the SSWD system serving the Accessory Dwelling Unit ~~Accessory Apartment~~ must meet First Time System criteria as established in the Maine SSWD Rules. Utilizing Replacement System or Expanded System criteria per 10-144 CMR 241 is prohibited.

3. If an existing SSWD system is proposed to serve the Accessory Dwelling Unit ~~Accessory Apartment~~ without being upgraded, as may be allowed in the Maine SSWD Rule, the LPI shall require the applicant to submit sufficient documentation from a Maine licensed site evaluator showing the SSWD system meets First Time System criteria.

4. If a new SSWD system is proposed to serve the Accessory Dwelling Unit ~~Accessory Apartment~~, the local plumbing inspector (LPI) shall have the authority to require the design be recorded at the CCRD if it does not need to be installed as may be allowed in the Maine SSWD Rules.

5. The owner of the Accessory Dwelling Unit must provide written verification that the unit is connected to adequate wastewater services prior to receiving a Certificate of Occupancy. Written verification must include the following:

a. If an Accessory Dwelling Unit is connected to a septic system, proof of adequate sewage disposal for subsurface wastewater. The septic system must be verified as adequate by a local plumbing inspector, based on sufficient information provided to the LPI by the applicant or their consultant, pursuant to 30-A M.R.S. § 4221. Plans for a subsurface wastewater disposal system must be prepared by a licensed site evaluator in

accordance with 10-144 C.M.R. ch. 241, Subsurface Wastewater Disposal Rule; 19-100 Chapter 5 page 10

E. Potable Water Supply Standards

1. The owner of the Accessory Dwelling Unit must provide written verification that the unit is connected to adequate potable water services prior to receiving a Certificate of Occupancy. Written verification must include the following:

b. a. If an Accessory Dwelling Unit is connected to a public, special district or other centrally managed water system, proof of adequate service to support any additional flow created by the unit, proof of payment for the connection and the volume and supply of water required for the unit; and

2-b. If an Accessory Dwelling Unit is connected to a well, proof of access to potable water, including the standards outlined in 01-672 C.M.R. ch. 10, section 10.25(J), Land Use Districts and Standards. Any test of an existing well or proposed well must indicate that the water supply is potable and acceptable for domestic use.

EF. Discontinuance:

1. If any of the applicable ordinance standards are no longer being met, use of the Accessory Dwelling Unit ~~Accessory Apartment~~ must be discontinued, and the single-family dwelling ~~SFD~~ must revert to single-family use by removing the eating and cooking facilities/equipment support system(s) from the Accessory Dwelling Unit ~~Accessory Apartment~~ as established in the definition of "Dwelling Unit" contained in the version of the International Residential Building Code most recently in effect.



STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION
 16 STATE HOUSE STATION
 AUGUSTA, MAINE 04333-0016

Janet T. Mills
 GOVERNOR

Bruce A. Van Note
 COMMISSIONER

Britt Barton, Town Clerk
 Re: Town of Gray
 Henry Pennell Municipal Complex
 24 Main Street
 Gray, ME 04039

4/13/2023

Subject: Drainage Improvements
Project No.: 025385.00
Location: Gray
Roadway: US Route 202, Route 115
 & Route 26

Dear Ms. Barton:

The Maine Department of Transportation will soon solicit quotes for the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area." A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, **which requires signature by the municipal officers**, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that "*the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers.*" In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 207 624-3410.

Sincerely,

George M.A. Macdougall, P.E.
 Contracts & Specifications Engineer
 Bureau of Project Development

Please return this AGREEMENT, when completed, to:

Maine Department of Transportation
ATTN.: George Macdougall, Contracts & Specifications Engineer
#16 State House Station, Child Street
Augusta, Maine 04333-0016

Project No.: 023585.00

Location: Gray

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the Town of Gray agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overlimit loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The MaineDOT will assist in determining the amount of the bond if requested. A suggested format for a general construction *overlimit bond* is attached. A suggested format for a construction *overlimit permit* is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

TOWN OF GRAY

By the Municipal Officials

SPECIAL PROVISION 105
CONSTRUCTION AREA

Construction Areas located in the Town of Gray have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

The sections of highway under construction in Cumberland County:

Project 025385.00 is located at the intersection of U.S. Route 202 with Route 115 and Route 26.

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

- A. Must be procured from the municipal officers for a construction area within that municipality;*
- B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - (1) Withholding by the agency contracting the work of final payment under contract; or*
 - (2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.*

*The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;**
- C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and*
- D. For construction areas, carries no fee and does not come within the scope of this section.”*

The Municipal Officers for the Town of Gray agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area.”

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

GENERAL GUIDANCE

CONSTRUCTION OVERLIMIT PERMIT AND BONDING

The Maine Bureau of Motor Vehicles (BMV) establishes requirements and standards for the permitting of non-divisible over dimensional and overweight vehicles and loads (collectively overlimit loads) on state roads. These state motor vehicle permits are available on-line. 29-A MRSA and Secretary of State Administrative Rules Chapters 155-157 apply. Additionally, municipalities and county commissioners may issue overweight permits for travel on municipal and county ways maintained by that municipality or county. These permits are typically single trip permits requiring vehicle registration data, intended route etc.

However, in this case we're dealing with *Construction Permits* involving overlimit loads in support of construction projects. According to 29-A MRSA § 2382 (7), a Construction Permit is a permit “*for a stated period of time that may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation*”. According to 29-A § 2382 MRSA, the construction overlimit permit must be procured from the municipal officers for overweight loads on a municipal way in support of a construction project within that municipality.

By signing the attached agreement, the municipality agrees to issue construction overlimit permits to the MDOT construction contractor.

Frequently Asked Questions:

A. Why sign the document in advance of the actual construction contract?

Response: There are three primary reasons: First, to comply with 29-A § 2382. Second, to ensure that there are no surprises regarding the use of municipal roads by the Maine DOT contractor (to reasonably reduce risk and thus keep the cost of construction down) and third, to ensure the town is aware of its rights to control its own roads, and its rights to require a separate contractor's bond. (This is in addition to the Payment Bond and the Performance Bond the Maine DOT requires of the contractor).

B. Different roads may require different levels of scrutiny. How is a posted road handled?

Response: Despite the general construction overweight permit, the contractor cannot exceed the load limit on a posted municipal road without specific municipal permission. 29-A § 2395 MRSA notes that any ways requiring special protection (such as posted roads) will continue to be protected and overweight permits are superseded by such postings. In such a case the contractor would have to use an alternate route.

C. Is there any reason why the contractor cannot be held to indemnify and hold harmless the Municipality beyond the simple posting of a bond?

Response: The objective of our standard letter is to deal with overweight equipment and trucks on municipal ways during construction of a Maine DOT construction project. The bond merely provides a measure of protection against damage to municipal ways as a direct result of construction activity. Other areas of risk and indemnification are beyond the scope of our letter.

D. Are we required to obtain a bond?

Response: No. In fact, few municipalities have required a construction bond. It is a matter of risk management.

E. If used, what amount should be required on the bond?

Response: Previous MDOT letters used to speak about a maximum bond amount of \$14,000 / mile (\$9,000 / kilometer) of traveled length, however 29-A § 2382 sets no maximum. The amount of the bond (if any bond is required at all) is based on the individual situation. The MDOT will assist in providing a bond amount estimate if so requested.

F. Why the blanket approval?

Response: The blanket approval we seek is the reasonable accommodation by the municipality to allow the Maine DOT contractor to use town ways (if required) to haul overweight construction equipment and trucks. This theoretically gives the municipality and the MDOT time to discuss exceptions to a blanket approval. In general, this avoids unnecessary risks and saves money for all concerned in the long run.

G. Who determines the suitability of repairs?

Response: For municipal ways, the suitability of repairs may be determined by municipal officers. The MDOT will assist.

H. What is a non-divisible load?

Response: Per Chapter 157 (The Administration of Over-Dimension and Overweight Permits) under the Secretary of State administrative rules (See Rule Chapters for the Department of the Secretary of State on line), a non-divisible load is defined as: A load which, if separated into smaller loads or vehicles, would:

- 1) make it unable to perform the function for which it was intended;
- 2) destroy its value or;
- 3) require more than eight work hours to dismantle using appropriate equipment. Sealed oceangoing containers, spent nuclear materials in casks, and government-controlled military vehicles and their loads will be considered non-divisible

I. What is the standard for Overweight trucks and equipment?

Response: Overweight means a weight that exceeds the legal limits established in 29-A MRSA Chapter 21.

J. This is an unorganized township with no county or municipal roads. Why should I respond?

Response: Because of limited staff, we send out a standard letter to cover contingencies and minimize risk to the construction process. From time to time the letter may not have a practical application. In most cases of unorganized territories, the agreement is signed and returned as a matter of routine. This ensures that surprises will not be encountered after the start of construction regarding travel over municipal and county ways.

Additional tips:

False Information - Permit are invalidated by false information. A permit is invalidated by the violation of any condition specified by the terms of the permit or by false information given on the application. On evidence of such violation of falsification, the permittee may be denied additional permits.

Proper Registration - Overload permits do not relieve the registrants of vehicles from their obligations to properly register their vehicles in accordance with Motor Vehicle Laws.

Agent's Power of Attorney - If you do require a contractor's bond, make sure you have a copy of the Surety Agent's power of attorney authorizing the surety agent to sign for the surety. Keep the power of attorney with your duplicate original bond at the municipality. The contractor will also have a duplicate original.

Other bonds - The Maine DOT requires a payment bond and a performance bond of the contractor which is held against unsatisfactory performance on the part of the contractor for all construction projects over \$100,000. (The Miller Act (40 U.S.C. 270a-270f) normally requires performance and payment bonds for any federal aid construction contract exceeding \$100,000. 14 MRSA § 871 provides a similar requirement for state funded construction projects.) These bonds cover the proper performance of the contract and the payment of all employees, suppliers and subcontractors.

SPECIAL PROVISION 105
OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation

2. Permit fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

3. County and municipal permits. A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality

4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.

6. Scope of permit. A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.

7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.

8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

9. Pilot vehicles. The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

9-A. Police escort. A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

11. Violation. A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).
PL 1993, Ch. 683, §B5 (AFF).
PL 1997, Ch. 144, §1,2 (AMD).
PL 1999, Ch. 117, §2 (AMD).
PL 1999, Ch. 125, §1 (AMD).
PL 1999, Ch. 580, §13 (AMD).
PL 2001, Ch. 671, §30 (AMD).
PL 2003, Ch. 166, §13 (AMD).
PL 2003, Ch. 452, §Q73,74 (AMD).
PL 2003, Ch. 452, §X2 (AFF).

MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNICIPALITY: _____

Phone: 207- _____ ; fax: 207- _____

APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN EXCESS OF LEGAL LIMITS ON MUNICIPAL WAYS

Construction Time Period:

Per 29-A § 2382 (7) MRSA, application is hereby made to the MUNICIPALITY OF _____ for An Overlimit Permit to move construction equipment, material, objects or loads in excess of legal limits over ways maintained by the MUNICIPALITY in support of construction operations for the following Maine DOT project

Project Description:

Project Identification Number (PIN):

NAME OF PERMITTEE (Construction Company):

STREET/P.O. BOX:

CITY:

STATE/PROV:

ZIP / POSTAL CODE:

PHONE:

FAX:

This object or load cannot be readily reduced to the legal limits.

Signed by:

(name & title)

Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit will automatically expire at the physical completion of the above construction project. The original permit will be held on file at the municipality.

Signed:

Municipal Official

MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNICIPALITY: _____

Phone: 207- _____ ; fax: 207- _____

APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN EXCESS OF LEGAL LIMITS ON MUNICIPAL WAYS

Construction Time Period:

Per 29-A § 2382 (7) MRSA, application is hereby made to the MUNICIPALITY OF _____ for An Overlimit Permit to move construction equipment, material, objects or loads in excess of legal limits over ways maintained by the MUNICIPALITY in support of construction operations for the following Maine DOT project

Project Description:

Project Identification Number (PIN):

NAME OF PERMITTEE (Construction Company):

STREET/P.O. BOX:

CITY:

STATE/PROV:

ZIP / POSTAL CODE:

PHONE:

FAX:

This object or load cannot be readily reduced to the legal limits.

Signed by:

(name & title)

Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit will automatically expire at the physical completion of the above construction project. The original permit will be held on file at the municipality.

Signed:

Municipal Official

BOND # _____

Date:

MUNICIPAL CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm) _____
 _____ and the Municipality of _____, as
 principal, and.....
 , a corporation duly organized under the laws of the State of and having a
 usual place of business
 as Surety, are held and firmly bound unto the Treasurer of the Municipality of
 _____ in the sum of
 _____ and 00/100 Dollars (\$))
 to be paid said Treasurer of the Municipality of _____ or
 her/his successors in office, for which payment well and truly to be made, Principal and
 Surety bind themselves, their heirs, executors and administrators, successors and assigns,
 jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
 the Contract to construct Project Number _____ in the Municipality of
 _____ promptly and faithfully performs the Contract,
 without damage to the municipal ways, other than normal wear and tear; then this
 obligation shall be null and void; otherwise it shall remain in full force and effect.

However, if the Principal designated as Contractor causes damage to any municipal way
 beyond normal wear and tear, in the construction of the above project through the use of
 legal weight, legal dimension trucks or equipment; or overweight or over-dimension
 equipment or trucks (as defined in 29-A MRSA) on the municipal ways, then this bond
 may be used to guarantee that the contractor either repairs or pays for the damage caused
 by the use of its equipment or trucks. The degree of damage beyond normal wear and
 tear will be determined by municipal officials with the assistance of the Maine
 Department of Transportation.

The Surety hereby waives notice of any alteration or extension of time made by the Municipality.

Signed and sealed this day of, 20.....

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

.....

.....

WITNESS:

SIGNATURES SURETY:

Signature.....

Signature.....

Print Name Legibly

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

NAME OF SURETY

SURETY ADDRESS:.....

BOND # _____

BOND # _____

Date:

MUNICIPAL CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm) _____
 _____ and the Municipality of _____, as
 principal, and.....
 , a corporation duly organized under the laws of the State of and having a
 usual place of business
 as Surety, are held and firmly bound unto the Treasurer of the Municipality of
 _____ in the sum of
 _____ and 00/100 Dollars (\$))
 to be paid said Treasurer of the Municipality of _____ or
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 without damage to the municipal ways, other than normal wear and tear; then this
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However, if the Principal designated as Contractor causes damage to any municipal way
 beyond normal wear and tear, in the construction of the above project through the use of
 legal weight, legal dimension trucks or equipment; or overweight or over-dimension
 equipment or trucks (as defined in 29-A MRSA) on the municipal ways, then this bond
 may be used to guarantee that the contractor either repairs or pays for the damage caused
 by the use of its equipment or trucks. The degree of damage beyond normal wear and
 tear will be determined by municipal officials with the assistance of the Maine
 Department of Transportation.

The Surety hereby waives notice of any alteration or extension of time made by the Municipality.

Signed and sealed this day of, 20..... .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

.....

.....

WITNESS:

SIGNATURES SURETY:

Signature.....

Signature.....

Print Name Legibly

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

NAME OF SURETY

SURETY ADDRESS:.....

BOND # _____



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

April 24, 2023

To: Gray Town Council
From: Lauren Asselin
Re: Upcoming Revaluation/Equalization Project

The Request for Proposals (RFP) for the upcoming revaluation/equalization project was posted on March 29, 2023, with a submission deadline of April 19, 2023. KRT Appraisal was the sole bidder with a cost of \$160,000 to achieve the goals outlined in the RFP.

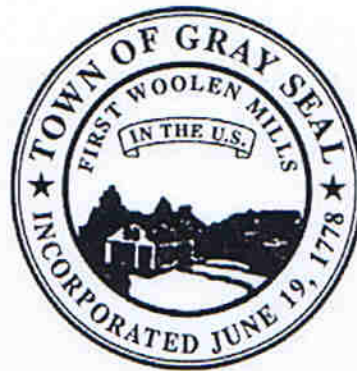
There is currently \$150,000 in the CIP account designated for the revaluation process, and we are scheduled to have \$200,000 available prior to the start of the project.

I hereby request authorization from the Town Council for the Town of Gray to enter into a contract with KRT Appraisal to provide professional services and implement a revaluation/equalization of assessments, for an amount not to exceed \$160,000. Once a contract is finalized, KRT will begin working with the Assessor's office on execution of the contract. Updated assessments will be completed by July 26, 2024.



ORIGINAL

Town of Gray, Maine



Proposal for Revaluation Services

KRT Appraisal

191 Merrimack St, Suite 701
Haverhill, MA 01830
Tel: (877) 337-5574
Fax: (978) 914-7201

April 14, 2023

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B:	Price Proposal
C:	Why Hire KRT?
D:	Statement of Services
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H:	Copy of RFP

April 14, 2023

Nate Rudy
Town Manager
24 Main Street
Gray, ME 04039

Price Proposal

Dear Mr. Rudy:

KRT Appraisal (KRT) is pleased to submit a proposal in response to your Request for Proposals for the Town of Gray, Maine. KRT will provide all services outlined in the RFP while conforming to all Maine State Laws.

Based on the specifications listed in the RFP, the cost for a Revaluation is **One Hundred Sixty Thousand Dollars (\$160,000.00)**. This includes all of the services described in KRT's Statement of Services with all products delivered by July 26, 2024. KRT will provide five (5) days for defense of values following the Revaluation. Any time needed beyond the included five days will be billed at **One Hundred Fifty Dollars per hour (\$150.00/Hr)**.

We look forward to the opportunity to discuss this proposal with you. If you have any questions or need more information, please do not hesitate to call.

Sincerely,



Robert A. Tozier
Vice President
KRT Appraisal
Office: (877) 337-5574
Fax: (978) 914-7201
rob_tozier@krtappraisal.com
www.krtappraisal.com

April 14, 2023

Nate Rudy
Town Manager
24 Main Street
Gray, ME 04039

Letter of Transmittal

Dear Mr. Rudy:

The following report is submitted in response to your Request for Proposals (RFP), for the Town of Gray, Maine. This proposal will remain in effect for at least sixty (60) days from the deadline for this proposal. KRT has read the RFP and fully understands the scope of services requested.

This proposal will serve to provide the Town with our qualifications and experience in providing similar services in the past. KRT has the capability to perform the services requested in the RFP while meeting all established deadlines and quality expectations in an effective and efficient manner.

As a small company, KRT's upper management will be solely responsible for all aspects of the valuation process. Our experience, education, and proven track record make KRT an excellent candidate to provide all of the services requested.

KRT is pleased to provide this proposal and we look forward to the opportunity to discuss it with you. Please do not hesitate to call if there are any questions or if more information is necessary.

Sincerely,



Robert A. Tozier
Vice President
KRT Appraisal
Office: (877) 337-5574
Fax: (978) 914-7201
rob_tozier@krtappraisal.com
www.krtappraisal.com

Why Hire KRT Appraisal?

It is with great pleasure that KRT submits a proposal for a 2024 Revaluation of all Real Property. When it comes to selecting a revaluation firm, KRT knows you have many choices, so what sets KRT apart from the competition? KRT has some of the most experienced team members in New England. KRT offers a personalized approach and level of service that is unmatched by any firm, large or small. KRT is dedicated to completing projects on time and with the utmost quality. KRT is always client focused and takes pride in our work and the relationships we build with clients. KRT's goal is to offer a superior product at a competitive price.

Strengths and Advantages of KRT Appraisal

KRT Ownership Heavily Involved in Revaluation Process

KRT was founded by Ken Rodgers and Rob Tozier, two former large appraisal firm managers that know clients deserve more than being just another dollar sign. We are heavily involved in all aspects of the revaluation process, from supervising data collection to running analysis and setting values. No value goes out the door without having been reviewed in some capacity by one of us.

Education and Experience

KRT strives to bring attained knowledge and experience to clients and provide quality over quantity, shedding the large overhead of CEO/CFO salaries. KRT's employees are all certified in the individual states they work in. On average, each appraiser and manager complete over fifteen hours of continuing education credits annually. KRT's upper management has on average almost thirty years of appraisal experience and have successfully implemented over one hundred revaluations of all scopes and sizes. KRT has extensive experience with waterfront properties, knowledge of both commercial and residential properties, and has valued both rural and urban communities. Having a team with extensive knowledge and specialties allows us to ensure the project is done correctly from the ground up to completion. We are one of the only companies in the area that uses a *Zeb 3D Laser Scanner* to verify building dimensions. It allows us to precisely measure complex commercial or residential properties with speed and accuracy to minimize errors that can result in a loss of revenue or costly abatements.

CAMA Versatility

All KRT employees are experienced and trained on multiple CAMA systems including Vision's Appraisal Vision (all versions), Patriot's AssessPro (all versions), Avitar, and Trio.

KRT Appraisal is a small company that treats it's employees like family and each client like they are the only client. This mindset, along with unwavering principles, have helped build KRT from a company of two owners and a client list of zero in 2010, to a family of twenty employees and a growing list of over sixty past and current clients.

STATEMENT OF SERVICES
REVALUATION SERVICES

1) SCOPE OF THE PROJECT

1.1: Subject to the terms and conditions of this Statement of Services, KRT shall update the value for all classes of property located within the Town of Gray as stratified below while conforming to Maine State Law and the guidelines set forth in determining “Just Value”. The determined “Just Value” will be reflected as of April 1, 2024. It is understood that this proposal includes no site visits/property inspections. The breakdown of parcel count by type is as follows:

Parcel Class	# Parcels
Residential Improved	4,100
Vacant	615
Commercial Improved	224
Exempt	56
Total:	4,995

1.2: “Just Value” defined: “In the assessment of property, assessors (Board of Selectmen) in determining just value are to define this term in a manner which recognizes only that value arising from presently possible land use alternatives to which the particular parcel of land being valued may be put. Assessors (Board of Selectmen) must consider the effect upon value of any enforceable restrictions to which the use of the land may be subjected. Restrictions shall include, but are not limited to, zoning restrictions limiting the use of the land, subdivision restrictions, and any recorded contractual provisions limiting the use of the lands. The just value of land is deemed to arise from and is attributable to legally permissible use or uses only.” (36 MRSA §701-A)

1.3: For the purposes of this proposal, the scope will be divided into four (4) main groups of project requirements, each extensively detailed. The four (4) main groups are as follows: Analysis, Field Review, Informal Hearings, and Reporting.

A) Analysis

1.A.1: KRT will analyze all of the qualified sales for the time period of three (3) years prior to the assessment date of April 1, 2024, however focus will be given to the most recent sample of sale transactions. All strata tested (style, size, sale price, age, sale date, neighborhood, and grade) will be within five percent (5%) of the desired median for all classes of property.

1.A.2: KRT will compute, to the nearest One Hundred Dollars (\$100), the value of all properties within the scope of this Statement of Services.

1.A.3: Land values will be established for all properties within the Town by analyzing three (3) years of vacant land sales. If there is insufficient data, a land residual technique will be utilized. Factors to be considered in land valuation shall include lot size, zoning restrictions, neighborhood, shape, topography and all other factors deemed relevant after further investigation.

1.A.4: Residential values will be generated utilizing a “market adjusted” cost approach. To achieve this, a cost analysis will be done to determine the Replacement Cost New (RCN) for all building types within the Town. Factor’s to be considered include the style, grade or quality, size, number of bedrooms and bathrooms, and other various amenities that affect value. Once the RCN is established, an analysis of the physical condition of the property relative to its age will be conducted. The resulting depreciation tables will calculate a depreciation percentage. Once the depreciated building value is established, it is added to any outbuildings and the land value to come up with the overall market value. All values and tables are generated directly from the sales analysis.

1.A.5: Commercial values will be generated utilizing both the “market adjusted” cost approach and the income approach. KRT will make a thorough analysis of income and expense data reported on the Income and Expense forms returned to the Town as well as cap rates using a current publication of the Investor’s Survey. Information gathered such as income/rents, vacancy, and expenses will be compiled in the income tables and used to determine the value for the income approach. This value is then reconciled to within ten percent (10%) of the “market adjusted” cost value. KRT shall be responsible for costs associated with mailing Income and Expense forms.

1.A.6: KRT shall be responsible for updating all tables (building, land, OBXF, and income) as well as the cost modeling.

B) Field Review

1.B.1: KRT will review all of the properties in the field. The supervisor of this phase of the program will have a minimum of five (5) years of mass appraisal experience and be a Certified Maine Assessor (CMA).

1.B.2: It is understood that KRT will have the ability to exercise good judgment in making final value estimates. KRT, in order to ensure valuation accuracy and consistency, will have no more than three (3) field review appraisers working in the Town.

1.B.3: KRT shall review the current delineation of all neighborhoods and make changes based on data extracted during the sales analysis.

C) Informal Hearings

1.C.1: KRT in conjunction with the Town, will develop an Assessment Change Notice. The notice will, at a minimum, contain the following information: brief description of the assessment process, how to appeal, KRT’s phone number to call and schedule a hearing, parcel MBLU or equivalent, property location, owner’s address, and the total parcel value.

1.C.2: KRT will be responsible for mailing the notice and all associated postage.

1.C.3: KRT will conduct the informal hearings.

1.C.4: KRT will send all taxpayers who came in for an informal hearing a final letter notifying the taxpayer of their final value. This letter will briefly explain the taxpayer’s next course of action if they are still displeased with their assessment.

D) Reporting/Defense

1.D.1: KRT will submit to the Town one (1) assessment manual titled “*Assessment Manual, for the Town of Gray, Maine*” which contains procedures, analysis, and standards, as well as classifications for all types of property. Delivery of this final manual will be made within thirty (30) days upon completion of the contract.

1.D.2: KRT will assist the Town with all Board of Assessment Review cases at the conclusion of the project.

2) PUBLIC RELATIONS

2.1: KRT shall create a public relations program that includes updates to KRT’s website and informational meetings as requested.

2.2: KRT shall make the Project Supervisor available for any public meetings to educate the public on the project.

3) PROGRESS AND CONTROL

3.1: It is recognized that the plan for operation may require alteration from time to time and the Town shall not unreasonably require strict adherence to the plan, however, any change in starting date or completion date must be requested in writing by KRT and must be approved by the Town. Below is the proposed Revaluation timeline:

<u>Task</u>	<u>Start Date</u>	<u>Completion Date</u>
Execution of Contract	05/08/23	05/26/23
Start-Up Meeting	07/03/23	07/07/23
Field Review Sales	07/10/23	05/03/24
Preliminary Sales Analysis	05/06/23	05/24/24

Update Cost Modeling	05/27/24	06/07/24
Land and Building Pricing	05/27/24	06/07/24
Update Tables	05/27/24	06/07/24
Final Valuations	06/10/24	06/14/24
Town Review	06/17/24	06/28/24
Impact Notices/Informal Hearings	07/01/24	07/19/24
Final Products Delivered	07/22/24	07/26/24
Project Completion		07/26/24

3.2: The Town may grant an extension of the completion date not to exceed thirty (30) days to conclude any additional work required under the terms herein specified with respect to alterations, additions, subdivisions, where circumstances beyond KRT's control, and not due to its own acts or omissions, tend to delay completion of the project. Any request for an extension shall be made in writing.

4) EQUIPMENT AND SUPPLIES

4.1: The Town will provide KRT with the following equipment and supplies available for the duration of the project:

- a) Adequate office space with furniture and chairs
- b) Access to a computer and printer
- c) Access to a telephone for local calls
- d) Two (2) sets of current tax maps as well as the most current zoning map

4.2: The Town shall cooperate with KRT by providing the following from current records if requested:

- a) All available building permit information
- b) All available zoning information
- c) All available ownership records
- d) All available land classification information
- e) All available sales data
- f) Prior assessed values

The Town shall further assist KRT in providing or making available any information it possesses or is conveniently available that may be required for the execution of the project.

4.3: KRT will be responsible for delivering the following to the Town:

- a) Database in good working order with updated values.
- b) All hearing sheets with changes if any.
- c) A manual detailing the valuation methodology to be used on this project.

4.4: All records, computations, maps, manuals, cards, computer discs and other electronic data, photographs, schedules, tables, reports, etc. of KRT in respect to any work related to the project shall be left in custody and become property of the Town.

5) PAYMENT SCHEDULE

5.1: In addition to a monthly status report, KRT will submit a monthly invoice based on the portion of work completed during the preceding month. The invoice shall include the percentage relationship of all work completed thus far in relation to the total contract, the total payment previously made, the payment requested for the month, and the total payment requested to date.

5.2: The Town may require KRT to submit substantiating production reports from the project manager prior to making any payments on the contract.

5.3: The Town is required to make timely percentage payments on the contract to KRT, within thirty (30) days, equal to ninety percent (90%) of the contract amount represented by work completed during the month as finally determined by them.

5.4: If the Town determines that KRT's invoice is inaccurate, the Town shall give written notice specifying exactly which portion(s) is found to be unsatisfactory. KRT shall make every effort to correct the inaccuracy. The Town shall retain the right to delay payment only for the specified item(s), until said item(s) is resolved to the satisfaction of both the Town and KRT. Upon satisfactory resolution, the Town shall pay KRT said amount due, less ten percent (10%).

5.5: The Town shall retain ten percent (10%) of the total contract price until all work has been completed, until all products to be supplied by KRT have been presented to the Town, and until the Town is satisfied that the project has been completed satisfactorily.

6) INSURANCE

6.1: KRT, working as an independent contractor, shall carry and maintain in force professional and general liability insurance, as well as workmen's compensation insurance. KRT shall save the Town, its agents, servants, and employees harmless, at KRT's sole expense, to any liability or legal proceeding occurring as a result of KRT's actions or omissions, including injury, death, property damage, or any associated expense(s) including costs of defense and reasonable attorney's fees.

6.2: KRT's general liability policy has limits of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. This policy provides comprehensive coverage against claims for personal injury, death, or property damage.

6.3: KRT's professional liability policy has limits of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.

6.4: All of KRT's employees shall carry adequate automobile insurance to provide comprehensive coverage of one million dollars (\$1,000,000) each person/each occurrence for bodily injury liability.

6.5: All insurance documentation shall be made available within thirty (30) days if awarded a contract.

7) TERMINATION

7.1: **Force Majeure:** Neither party shall be liable to the other or deemed to be in breach under the agreement for any failure to perform including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States, or the State of Maine, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of ongoing property value update programs, continued failure to perform for periods aggregating sixty (60) or more days even for causes beyond the control of KRT, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled, "Termination."

7.2: Subject to the provisions of the section entitled "**Force Majeure**", if KRT shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if KRT violates any covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by KRT, then the Town shall thereupon have the right to terminate this agreement by giving written notice to KRT of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

8) ASSIGNMENT OF CONTRACT

8.1: KRT shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided however, that claims for money due or to become due to KRT from the Town hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is furnished promptly to the Town, any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the Town against KRT in the absence of such assignment.

COMPANY PROFILE

Located in Haverhill, Massachusetts, and founded in April 2010, KRT provides superior Revaluation services for municipalities throughout New England. KRT brings a fresh and innovative approach to Revaluation services by listening to the client's needs and working with them to produce a high quality product. Our goal is to exceed the expectations of every client by offering competitive pricing, on time project completion, and outstanding customer service. Typically, we are on-location handling client contact and providing technical training and support to the office staff. Our associates are distinguished by their technical expertise combined with their hands-on experience, thereby ensuring that our clients receive the most effective and professional service. KRT offers a wide variety of services. These services include:

- ❖ Data Collection
- ❖ Digital Imaging
- ❖ Building Permit Review
- ❖ Data Quality Studies
- ❖ Consulting
- ❖ Abatement Review
- ❖ Full Statistical Updates
- ❖ Valuation Updates
- ❖ Personal Property Listing and Valuation
- ❖ Contract Assessing

KRT believes in harnessing technology, which is why we give our associates the tools and training they need to get the project done in the most effective manner. We pride ourselves on our proven track record for administering multiple projects. This is due to successfully managing team members to utilize all the technology that is available to them.

Over the last decade or so, many Municipal budgets have been strained. This has dramatically changed the way local governments operate. In attempting to be more fiscally conscious, all budgeted items have come under great scrutiny. This is especially evident in the area of appraisal and assessment administration. KRT was created with this in mind. As a small company, KRT can offer more hands-on services at competitive prices.

QUALIFICATIONS

1) PROJECT STAFFING

KRT will be responsible for the supervision of all phases of the project and will employ the following organizational structure to manage the project:

Title	Name	Years of Experience
Project Manager/Comm Appraiser	Kenneth Rodgers	32 Years
Residential Appraiser	Robert Tozier	23 Years
Residential Appraiser	Kevin Leen	36 Years
Residential Appraiser	Doug Rollins	8 Years

Resumes of each KRT associate are provided in Section G. Each resume contains prior work experience, positions held, responsibilities of each position, and educational and each individuals' professional affiliations.

Any change to the project staffing plan shall be submitted to the Town, in writing, for review and approval. The Town shall notify KRT of the acceptance or rejection of any staff substitutions within ten (10) business days of receipt of the proposed changes. The Town shall reserve the right to make the final determination regarding the acceptability of the proposed personnel changes.

2) REFERENCES/CURRENT ASSIGNMENTS

KRT has completed dozens of Revaluations/Updates over the past five years. KRT has valued some of the most diverse communities in New England, including many Towns of similar size. The following page contains a complete list of those projects as well as KRT's current commitments.

KRT Appraisal Current/Completed Work Over Five Years

<u>City/Town</u>	<u>Approx Size</u>	<u>Services</u>	<u>Year</u>	<u>Contact</u>	<u>Phone Number</u>
Danville, NH	2,110	Cyclical Revaluation (2023-2026)	2026	Kimberly Burnham	(603) 382-8253
South Berwick, ME	3,400	Full Revaluation	2025	Verna Sharpe	(207) 384-3010
Nobleboro, ME	1,650	Full Revaluation	2025	Dennis Reed	(207) 563-8816
New Sharon, ME	1,275	Full Revaluation	2024	Travis Pond	(207) 778-4046
Startks, ME	725	Full Revaluation	2024	Erin Norton	(207) 696-8069
Camden, ME	3,230	Full Revaluation	2024	Kerry Leichtman	(207) 236-3353
Norwich, VT	1,580	Full Revaluation	2024	Cheryl Lindberg	(802) 649-1419
Putney, VT	1,100	Full Revaluation	2024	Geordie Heller	(802) 387-5862
Windsor, ME	1,620	Full Revaluation	2024	Theresa Haskell	(207) 445-2598
Buckfield, ME	1,415	Full Revaluation	2024	Cameron Hinkley	(207) 336-2521
Oxford, ME	2,975	Full Revaluation	Current	Adam Garland	(207) 539-4431
Sullivan, ME	1,275	Full Revaluation	Current	Stacy Tozier	(207) 422-6282
Biddeford, ME	800	Commercial Revaluation	Current	Nicholas Desjardins	(207) 284-9003
Troy, NH	1,200	Full Revaluation	Current	Mary Guild	(603) 242-7722
Cape Elizabeth, ME	4,500	Full Revaluation	Current	Clint Swett	(207) 799-1619
Franklin, NH	3,750	Statistical Revaluation	Current	Judie Milner	(603) 934-3900
Haverhill, NH	3,800	Contract Assessor, Cyclical Revaluation (2023-2026)	Current	Brigitte Codling	(603) 787-6800
Lisbon, NH	1,300	Contract Assessor, Cyclical Revaluation (2022-2024)	Current	Krystle Dow	(603) 838-6376
Winslow, ME	3,300	Cyclical Revaluation (2021-2023)	Current	Judy Mathiau	(207) 872-2776
Warren, NH	1,050	Cyclical Revaluation (2022-2026)	Current	Austin Albro	(603) 764-7705
Belmont, NH	4,300	Statistical Revaluation (Years 2022, 2023 and 2024)	Current	Alicia Jipson	(603) 267-8300
Littleton, NH	3,400	Contract Assessor	Current	Jim Gleason	(603) 444-3996
Landaff, NH	550	Contract Assessor, Cyclical Revaluation (2022-2026)	Current	Jennifer Locke	(603) 838-2308
Nantucket, MA	9,500	C&I Interim Revaluation, Commercial Data Collection	Current	Rob Ranney	(508) 228-7200
Dunstable, MA	225	Cyclical Data Collection	Current	Vicki Tidman	(978) 649-4514
Bethlehem, NH	2,200	Contract Assessor/Cyclical Revaluation (2021-2023)	Current	Mary Moritz	(603) 869-3351
Gorham, NH	1,700	Contract Assessor	Current	Michelle Lutz	(603) 466-3322
Kingston, NH	3,150	Contract Assessor/Cyclical Revaluation (2019-2023)	Current	Susan Ayer	(603) 642-3342
Grantham, NH	2,500	Contract Assessor	Current	Melissa White	(603) 863-6021
Harpwell, ME	4,500	Valuation Consultant	Current	Debbie Turner	(207) 833-5771
Rindge, NH	2,800	Contract Assessor	Current	Sara Gravell	(603) 899-5181
Strafford, NH	3,500	Contract Assessor	Current	Ellen White	(603) 664-2192
Belmont, NH	4,300	Contract Assessor	Current	Alicia Jipson	(603) 267-8300
Agawam, MA	398	Cyclical Data Collection	Current	Sam Konieczny	(413) 726-9704
Troy, NH	1,200	Contract Assessor	Current	Mary Guild	(603) 242-7722
Warren, NH	1,050	Contract Assessor	Current	Austin Albro	(603) 764-7705
Gorham, NH	1,700	Cyclical Revaluation (2019-2022)	2022	Michelle Lutz	(603) 466-3322
Grantham, NH	2,500	Statistical Revaluation	2022	Melissa White	(603) 863-6021
Marlborough, MA	13,500	1,300 Building Permits and Cyclical Data Collection	2022	John Valade	(508) 460-3779
Amherst, NH	5,000	Contract Assessor/Cyclical Data Collection	2022	Gail Stout	(603) 673-6041
Camden, ME	3,150	Interim Revaluation	2022	Kerry Leichtman	(207) 236-3353
Rockport, ME	3,700	Interim Revaluation	2022	Kerry Leichtman	(207) 236-6758
Duxbury, MA	150	C&I Revaluation	2021	Steve Dunn	(781) 934-1100
Easton, MA	9,200	Building Permits, Cyclical Data Collection	2021	Robbie Alford	(508) 230-0520
Strafford, NH	3,500	Statistical Revaluation	2021	Ellen White	(603) 664-2192
Landaff, NH	550	Statistical Revaluation	2021	Jennifer Locke	(603) 838-2308
Warren, NH	1,050	Statistical Revaluation	2021	Austin Albro	(603) 764-7705
Milford, NH	6,250	Statistical Revaluation	2021	Marti Noel	(603) 249-0615
Newburyport, MA	400	Data Collection	2021	Dave Glynn	(978) 465-4403
Hudson, NH	2,500	Data Collection	2021	Jim Michaud	(603) 434-7530
Littleton, NH	3,400	Statistical Revaluation	2020	Andrew Dorsett	(603) 444-3996
Baldwin, ME	1,100	Full Revaluation	2020	Ben Thompson	(207) 699-2475
Rockland, ME	3,700	Statistical Revaluation	2020	Roxy LaFrance	(207) 594-0303
Brentwood, NH	1,850	Full Revaluation	2020	Karen Clement	(603) 642-6400
Lyman, ME	2,800	Full Revaluation	2020	Alex Konczal	(207) 247-0645
Grantham, NH	2,500	Statistical Revaluation	2020	Melissa White	(603) 863-6021
Rindge, NH	2,800	Cyclical Revaluation (2018-2020)	2020	Roberta Oeser	(603) 899-5181
Berlin, NH	4,600	Contract Assessor/Cyclical Data Collection	2020	James Wheeler	(603) 752-7532
Hudson, NH	2,073	Data Collection	2020	Jim Michaud	(603) 434-7530
Milford, NH	200	Data Collection 200 C/I Parcels	2020	Marti Noel	(603) 249-0615
Scarborough, ME	9,000	Statistical Revaluation	2019	Larissa Crocket	(207) 730-4149
Milford, NH	5,500	Residential Statistical Revaluation	2019	Marti Noel	(603) 249-0615
Hudson, NH	2,250	Cyclical Data Collection	2019	Jim Michaud	(603) 434-7530
Belmont, NH	4,300	Cyclical Revaluation (2017-2019)	2019	Jeanne Beaudin	(603) 267-8300
Nashua, NH	28,500	Statistical Revaluation	2018	Kim Kleiner	(603) 589-3040



Town of Rockport, Maine

Assessing Department

101 Main Street
Rockport, Maine 04856
Telephone: 207.236.6758 ext5
Fax: 207.230.0112

Kerry Leichtman, Assessor

kleichtman@rockportmaine.gov
Caitlin Thompson, Assistant Assessor
cthompson@rockportmaine.gov
Molli Bennett, Admin Assistant
mbennett@rockportmaine.gov

May 16, 2022

To Whom This May Concern:

I first became aware of KRT Appraisal in 2014 as we were preparing to conduct a town-wide revaluation, our first in Rockport since 2005. KRT began the work in early 2015. Because of a restriction I placed on their work, I can offer you commentary based on a great deal of first-hand observation. That restriction was that I wanted to work with KRT. I didn't want them to come to Rockport, do the reval, then hand me a book of results and leave. I wanted to participate so that when they did leave I would be able to explain and defend the reval.

I visited properties with KRT, made decisions regarding neighborhood delininations, construction grades and depreciation conditions, and attended hearings.

Rockport was still stuck in the recession in 2015. People were nervous about the reval. KRT and I did a lot of PR, explaining the process and calming people down wherever possible. Once the reval was finished we held hearings. I sat in on at least half of them. Some taxpayers expressed a lack of confidence in the company "from away" and requested that I attend their hearing. The company from away did fine. They exhibited compassion at people's angst but did not compromise their professionalism. They did not change values because of a compelling story, but they did make the story tellers understand they were listened to. And they readily changed values when new, useful information came to light.

There were, of course, a few people who could not/would not be satisfied, but those people aren't satisfied with me either – they simply don't want to pay taxes. Every municipality has a handful of them. KRT showed the same patience and professionalism with them as they did with the more routine situations.

I was so pleased with KRT's work that I hired them again in Camden (the two towns have an agreement whereby my assistant assessor and I assess both towns). This time KRT was not the lowest bidder but we chose them anyway, because my experience in Rockport was so positive.

In Rockport, we only visited properties that had sold during the previous two years. We changed the parameters in Camden so that we visited every property. Again, I worked with KRT as much as my time would allow. We visited properties, made valuation decisions together, and conducted hearings. The results were the same. At the reval's conclusion, all of my ratios fell between 94 and 99% and my quality ratings were under 10. The work was completed on time. Almost all of my taxpayers were fine with the results. Again, those who weren't weren't going to be happy with anything.

Despite my hands-on involvement I called KRT many times after the revals to get particulars on how a property was valued. It always amazed me at how well they remembered details about a site visit or a conversation they'd had with a taxpayer.


Long after the revals, I would still, on occasion, call KRT with questions when stumped on an assessing issue or about using Vision software because I'm so impressed with how well KRT knows assessing and how much experience they've had in so many different valuation situations. I have a tremendous amount of respect for their capabilities, and appreciation for their willingness to be involved beyond the contract.

Now in 2022, real estate values have dramatically increased in Camden and Rockport. My ratios, which were declining gracefully by a few points each year, crashed through the floor hitting unimagined lows. Camden last year was 91%. This year 75%. Rockport went from 90% to 79%. I did not hesitate to retain KRT to help me get values back on track. Together, we studied my local market and made appropriate adjustments. Then held hearings and made further adjustments as necessary.

I have recommended and continue to recommend KRT to my colleagues here in Maine, without hesitation.

If you have any follow-up questions I'd be pleased to address them.

Sincerely,



Kerry Leichtman, CMA
Assessor



Assessor's Office • 1 Union Square • Milford, NH 03055
Phone 603.249-0615 • Fax 603.673.2273
www.milford.nh.gov

May 16, 2022

To Whom It May Concern,

I have been the Chief Assessor in Milford NH since September of 2008. In that capacity I have had several opportunities to work closely with KRT Appraisal (KRT), where KRT has completed several statistical revaluations including 2011, 2016, and 2021 as well as two partial revaluation in 2013 and 2019. Each time Milford has prepared to conduct revaluation work, KRT rose to the top during the competitive bidding process and were ultimately hired by the town to complete the work. In every instance, I have found Rob Tozier and Ken Rodgers and their staff competent, reliable, knowledgeable and always accessible to address questions and concerns that have arisen. Each contract was completed in a timely manner; the follow-up for hearings was respectful and efficient, and concerns were addressed quickly and fully.

It's a given that revaluations can be anxiety producing for tax payers. The KRT team, from data collectors to President, treated every taxpayer with respect and patience, remained positive and helpful in their attitude throughout the process, and provided follow-up support whenever asked. The nature of assessments today, with the busy schedules of taxpayers, makes it impossible to enter every home, but when interior estimates were required or requested, they were done with reasonableness and care. While every revaluation will have some abatement requests where individual assessments are further fine-tuned on the granular level, I can attest that these were minimal and usually reasonable resolved.

I appreciate the opportunity to describe my experiences with KRT appraisal and would highly recommend their services.

Sincerely,

Marti Noel, Assessor CNHA
Milford, NH 03055
mnoel@milford.nh.gov



THE CITY OF NASHUA

"The Gate City"

*Financial Services Division
Office of the Chief Financial Officer*

December 17, 2019

To Whom It May Concern:

The City of Nashua contracted with KRT Appraisal for a full statistical revaluation during 2018. I served as the contracting officer for this project. I found both Ken Rodgers and Rob Tozier very knowledgeable, professional, responsive and reliable. We had a very tight deadline to complete the project and KRT met each and every deliverable. The City of Nashua has over 29,000 parcels which made the revaluation quite challenging.

Of significant note was KRT's involvement in the informal hearings that were held in each of the City's nine wards. We had not held such informal hearings in several years and as the City's valuation rose from \$8 billion to \$10 billion with this revaluation, it was extremely important that residents and businesses had a venue to be heard prior to the publication of the final values.

Ken and Rob were always accessible during the entire project, which was much appreciated by the City's administrative team.

I would highly recommend KRT Appraisal without hesitation.

Sincerely,

John L. Griffin

Chief Financial Officer

KENNETH J. RODGERS

MASS APPRAISAL EXPERIENCE

KRT Appraisal, Haverhill, MA

04/10- Present

President/Project Director - Responsible for the overall operations of the appraisal company. Duties include budgeting, marketing, payroll, and management of all appraisal operations. Also responsible for planning, implementing, and running revaluation projects for municipalities. Specific duties include the mass appraisal of residential, commercial, industrial, and personal property accounts. Duties include property sales review and verification, statistical analysis, model calibration, the supervision of data collectors and field review appraisers, taxpayer hearings and all reporting requirements as they relate to project certification.

Vision Appraisal Technology, Northborough, MA

01/07-04/10

District Appraisal Manager – Responsible for planning, implementing, and supervising revaluation projects for various municipalities. Specific duties include supervising project managers, appraisal staff and data collectors on multiple mass appraisal projects. Duties include public relations, statistical analysis and model calibration, and defense of values.

1/01- 12/06

Project Manager - Responsible for planning, implementing, and running revaluation projects for various municipalities. Specific duties include the mass appraisal of residential, commercial, industrial, and personal property accounts. Duties include property sales review and verification, statistical analysis, model calibration, the supervision of data collectors and field review appraisers, taxpayer hearings and all reporting requirements as they relate to project certification.

Assessing Department, Town of Auburn, MA

04/96- 01/01

Chief Assessor - Responsible for the appraisal and assessment of 6,800 taxable residential, commercial, industrial, and personal property accounts with an assessed value in excess of 1 billion dollars.

Responsible for the daily operations of the Assessing Department. Specific duties include budgetary planning, public relations, new growth, taxpayer inquire and appeal, testifying on behalf of the Board of Assessors at hearings before the Appellate Tax Board, preparation of the tax rate information as well as the annual Classification Hearing, and providing leadership, guidance, and direction to the staff.

Responsible for the Department of Revenue certification procedures. Specific duties include revaluation implementation, measuring and listing properties, sales verification, data quality studies, statistical analysis, residential modeling and calibration, sales ratio studies, and all reporting documentation for the Department of Revenue.

Assessing Department, Town of Northborough, MA

07/98- 06/01

Part-time Board Member – Responsibilities include weekly Board of Assessor meetings, abatement inspections, voting on abatements and exemptions, and other duties specific to the overall operation of the Assessor's Office.

PROFESSIONAL DESIGNATIONS AND CERTIFICATIONS:

Massachusetts Accredited Assessor (MAA) inactive

Certified Maine Assessor-(CMA)

Certified Assessor Supervisor, Department of Revenue Administration, New Hampshire

Certified Project Supervisor, Department of Taxes, State of Vermont

EDUCATION, MILITARY AND APPRAISAL COURSES:

United States Marine Corps, Honorable Discharge
Haverhill High School, Haverhill MA

International Association of Assessing Officers/McKissock:

Commercial Land Valuation
Appraisal of Industrial and Flex Buildings
Appraisal of Owner-Occupied Commercial Properties
2020-2021 USPAP Update
Appraisal of Fast Food Facilities
The Basics of Expert Witness for Commercial Appraisers
Expert Witness Testimony for Appraisers
Appraisal of Assisted Living Facilities
Marshall & Swift Residential
Marshall & Swift Commercial
Depreciation Analysis Workshop
Appraising Single Tenant Distribution Centers
Appraising Self-Storage Facilities
Tax Policy
Principles and Techniques of Cadastral Mapping
Mass Appraisal of Residential Properties
Assessment Administration
Income Approach to Value
Fundamentals of Mass Appraisal
Fundamentals of Real Property Appraisal
Fundamentals of Assessment Ratio Studies
Site Analysis
Understanding Real Property Appraisal

Massachusetts Association of Assessing Officers:

Demonstration Appraisal Report Writing
Principles of Assessment Procedure
Assessment Administration, Department of Revenue
Personal Property Auditing

Other Related Courses and Seminars:

New Hampshire Statutes Update Course
New Hampshire Statutes Course 1 and 2
Multiple Regression Analysis, SPSS
Intro to Statistics, SPSS
Data Management, SPSS
Exterior Construction Components, MBREA
Project Management, AMA
Geographical Information Systems, IAAO
Appraising 1-4 Family Properties; J.M.B. Real Estate Academy
USPAP, J.M.B. Real Estate Academy (15 Hour)
Course 1A; Massachusetts Board of Real Estate Appraisers

Expert Witness

Massachusetts Appellate Tax Board
New Hampshire Board of Land and Tax Appeals
New Hampshire Superior Court
Maine Board of Assessment Review
Maine County Commissioners

ROBERT A. TOZIER

MASS APPRAISAL EXPERIENCE

KRT APPRAISAL, HAVERHILL, MA

04/2010- Vice President/Project Manager

Present Responsible in part for all aspects of daily operations including proposals, contracts, budgeting, marketing, customer acquisition, and company growth. Responsible for planning, implementing and running revaluation projects for municipalities. Duties include the mass appraisal of residential, commercial, industrial, and exempt properties. Specific duties include property sales review and verification, statistical analysis, model calibration, the supervision of data collectors and field review appraisers, taxpayer hearings, defense of values, and generation of USPAP compliant revaluation manuals.

VISION APPRAISAL TECHNOLOGY, NORTHBOROUGH, MA

10/2006- Project Manager

04/2010 Responsible for planning, implementing and running revaluation projects for municipalities. Duties include the mass appraisal of residential, commercial, industrial, and exempt properties. Specific duties include property sales review and verification, statistical analysis, model calibration, the supervision of data collectors and field review appraisers, taxpayer hearings, defense of values, and all reporting requirements as they relate to project certification.

05/2003- Staff Appraiser/Assistant Project Manager

09/2006 Review residential and commercial properties for revaluation purposes. Responsibilities include delineating neighborhoods and setting factors for land based on market data, review and analyze income and expense reports for commercial and industrial properties, market research and formulation of cap rates, commercial and industrial review and reconciliation.

COLE LAYER TRUMBLE, TOLLAND, CT

12/2000- Appraiser Trainee

05/2003 Worked on Revaluations in over twenty cities and towns across New England and Nation- wide. Duties included residential and commercial listing, quality control, permit pick-ups, sales verification, pre-review, final review, informal hearings, and training/supervising data collectors in the field.

EDUCATION

Keene State College, Keene, NH (1996-2001)
B.S. Health & Fitness

American International College, Springfield, MA (1995-1996)

APPRAISAL EDUCATION/CERTIFICATIONS

IAAO/Appraisal Institute

- 1) Fundamentals of Real Estate Appraisal (2002)
- 2) NH State Statutes Part 1 (2010)
- 3) NH State Statutes Part 2 (2010)
- 4) Mathematics for Assessors (2012)
- 5) Site Analysis (2012)
- 6) Assessment Administration (2013)
- 7) NH State Statute One Day Update (2016)
- 8) Understanding Real Property Appraisal (2017)
- 9) Intro to the Sales Comparison Approach (2018)
- 10) Workshop 171-Standards of Professional Practice and Ethics (2018)
- 11) Workshop 155-Depreciation Analysis (2018)
- 12) Forum 960-Marshall & Swift Residential Square Foot Method (2019)
- 13) Forum 962-Marshall & Swift Commercial Square Foot Method (2019)
- 14) NH State Statute One Day Update (2020)
- 15) USPAP 7 Hour Update (2021)
- 16) Workshop 171-Standards of Professional Practice and Ethics (2021)

JMB Real Estate Academy, Lowell, MA

- 1) Basics of Real Estate Appraisal (2001)
- 2) Appraising Income Properties (2003)
- 3) USPAP (2003)
- 4) USPAP 7 Hour Update (2010, 2016)

Massachusetts Association of Assessing Officers

- 1) Mass Appraisal of Real Property (2005)
- 2) Personal Property Auditing (2010)

Maine Association of Assessing Officers

- 1) Low-End Residential Properties (2021)
- 2) Valuation of Mobile Home Parks (2021)

State Of New Hampshire Department of Revenue Administration: Certified Property Supervisor.

Certified Maine Assessor (CMA) No. 764

Connecticut Office of Policy and Management: Certified Assessment Supervisor, Certificate No: 823 Expires April 30, 2023.

State of Vermont Department of Taxes, Property Valuation and Review Division: Approved Project Supervisor

KEVIN T. LEEN

MASS APPRAISAL EXPERIENCE

KRT APPRAISAL, HAVERHILL, MA

04/2018- Senior Appraiser/Project Manager

Present Responsible for budgeting, planning, implementing, & running revaluation projects for various municipalities. Specific duties include the mass appraisal of residential & commercial properties. Duties include property sales review & verification via applicable state forms & recorded legal instruments, statistical analysis, analyze & interpret financial statements, model calibration, the supervision of data collectors & field review appraisers, taxpayer hearings, assist assessing clients with CAMA systems, all reporting requirements relating to project certification & USPAP-compliant mass assessment manuals, & jurisdictional ad valorem defense of value.

VISION GOVERNMENT SOLUTIONS, NORTHBOROUGH, MA

08/2004- Senior Appraiser/Project Manager

04/2018 Responsible for budgeting, planning, implementing, & running revaluation projects for various municipalities. Specific duties include the mass appraisal of residential and commercial properties. Duties include property sales review & sales verification via applicable state forms & recorded legal instruments, statistical market analysis, model calibration, analyze & interpret financial statements, GIS parcel mapping valuation, the supervision of data collectors & field review appraisers, taxpayer hearings, assist municipal assessing clients with CAMA systems & public relations, all reporting requirements relating to project certification & USPAP-compliant mass assessment manuals, & jurisdictional ad valorem defense of value.

09/2001- Senior Appraiser

08/2004 Review residential & commercial properties for revaluation purposes. Responsibilities include sales & non-sales review, sales verification via applicable state forms & recorded legal instruments, statistical market analysis, set neighborhood factors for land based on sales analysis, establish land & building methodology, building cost pricing & analysis, analyze & interpret financial statements, GIS parcel mapping valuation, coordinate field review operations, taxpayer hearings & assist in client consultations. Assist in reporting requirements in relation to project certification & USPAP-compliant assessment manuals, & jurisdictional ad valorem defense of value.

04/1999- Staff Appraiser

09/2001 Review residential properties for revaluation purposes. Responsible for overseeing sales data collection, sales verification via applicable state forms & recorded legal instruments, total data collection efforts & completing complex data collection assignments which may be beyond the scope of normal data collection personnel, quality control of data, & hearings with taxpayers. Maintaining a high level of

operating competence & efficiency and monitoring & evaluation of the data collection personnel.

PROFESSIONAL APPRAISAL EXPERIENCE

1993 – 1999 **INDEPENDENT CONTRACTOR, HAMPTON, NH**
Fee Appraiser

1985 - 1993 **ABLE APPRAISAL SERVICES, NASHUA, NH**
Staff Fee Appraiser

EDUCATION

Boston College, Chestnut Hill, MA
Bachelor of Arts

APPRAISAL EDUCATION

101 Introduction to Appraising Real Property
102 Applied Residential Property Valuation
410 Standards of Professional Appraisal Practice, Part A
420 Standards of Professional Appraisal Practice, Part B
The Expert Witness/ Introduction to Review Appraisal
Residential & Commercial Building Components
Valuing Apartment Buildings/ Factory Built Housing
Supporting Sales Comparison Grid Adjustments for Residential Properties
IAAO Course 300: Fundamentals of Mass Appraisal
MAAO Course 3: The Income Approach to Value
Residential Report Writing Case Studies/Excel for Assessors
Issues Pertaining to Shoreland Properties-Maine
IAAO Course 400: Assessment Administration
Maine IAAO: Valuing Large Scale Solar
IAAO Course 171: Standards of Professional Practice & Ethics
Maine Revenue Service: Low-End Residential Properties
Maine Revenue Service: Valuation of Mobile Home Parks
McKissock Learning: Land & Site Valuation
NHAAO/State of New Hampshire DRA State Statues Part 1 (2010) & Part II (2010)
NHAAO/State of New Hampshire DRA State Statues Update (2018)
National USPAP Update Course (1999), (2003), (2007), (2012), (2014), (2016), (2018)

CERTIFICATIONS/SPECIAL QUALIFICATIONS

State of New Hampshire: Certified Residential Appraiser, NHCR385 (Inactive)

State of New Hampshire Department of Revenue Administration:

Certified Real Estate Appraiser Supervisor #214

New Hampshire Board of Tax & Land Appeals: Qualified as Expert Appraisal Witness

Rockingham (NH) County Probate Court: Admitted as Expert Appraisal Witness

Windham (VT) County District Court: Admitted as Expert Appraisal Witness

State of Maine: Certified Maine Assessor (#740)

State of Vermont: Project Supervisor

DOUGLAS ROLLINS

MASS APPRAISAL EXPERIENCE

KRT APPRAISAL, HAVERHILL, MA

10/2014- Present **Data Collector/Review Appraiser**

Responsible for the data collection of residential and commercial properties. Responsibilities include accurately locating, identifying, and measuring the exterior dimensions of assigned properties as well as making a thorough inspection of the interior of the property. Specific duties include data collection, building permits, digital imaging, callback appointments and residential field review. NH DRA Certified Assessor Assistant.

WORK EXPERIENCE

ASSET MANAGEMENT SPECIALISTS, PORTSMOUTH, NH

07/2013-08/2014 **Assistant Manager**

Responsible for quickly assessing amount of work and time needed at each property. Daily tasks include taking photos of work being completed on-site, upgrading inadequate safety hazards at a property, quality control, performing routine inspections, tracking inventory, and crew supervision.

LIBERTY REALTY GROUP, LYNFIELD, MA

12/2008-12/2012 **Assistant Real Estate Agent**

Responsibilities include dealing with tenants and tenant issues, showing apartments and houses to clients, completing paperwork for background checks, creating expense reports for repairs needed, developing budgets and action plans for property renovations, and preparing scouting reports for foreclosure auctions using Microsoft Word and Excel.

STAPLES, BEVERLY, MA

07/2012-06/2013 **Mobile Phone Sales Consultant**

Responsibilities include providing excellent customer service, educating customers about different phones so they can make an informed decision for their purchase, and completing necessary paperwork to process accounts.

EDUCATION

Kingswood Regional High School, Wolfeboro, NH (1996-1999)

Diploma

APPRAISAL EDUCATION

JMB Real Estate Academy

Basic Appraisal Principles (2016)

IAAO

Income Approach to Valuation (2022)

Fundamentals of Assessment Ratio Studies (2022)

Fundamentals of Mass Appraisal (2022)

NH Department of Revenue Administration

NH State Statutes Part I (2022)

KRT Appraisal, Haverhill, MA

80 Hour In-house Training Program (2014)

NH Certified Assessor (Expires 2026)



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

REQUEST FOR PROPOSALS FOR REVALUATION SERVICES

Issued: March 29, 2023 | Due: April 19, 2023

The Town of Gray, Maine ("the Town") is seeking proposals from qualified firms for a town-wide revaluation of all real estate assessments in the Town of Gray, effective April 1, 2024.

Qualified firms that are unable to meet the implementation date of April 1, 2024 are encouraged to respond as proposals for subsequent years will be considered.

I. GENERAL INSTRUCTIONS

A. Timeline for Selection & Project Completion

The timing and sequence of events resulting from this Request for Proposals will ultimately be determined by the Town. The expected timeline is as follows:

- Wednesday, April 5, 2023: Questions/clarifications regarding RFP due
- Friday, April 7, 2023: Addenda issued, by 1:00 PM EST (via Town website only)
- Wednesday, April 19, 2023: Submissions due by 12:00 PM EST
- Monday, April 24, 2023: Submissions reviewed; Winning respondent chosen
- Tuesday, May 2, 2023: Winning respondent recommended to Town Council for approval
- Wednesday, May 3, 2023: Winning respondent notified; contract negotiated
- July 1, 2023: Date at which contract term will begin, pending approval of final contract by both parties

B. Submissions Format and Terms

1. Applicants shall submit an electronic copy of the submission in PDF format via email to: Nate Rudy, Town Manager, nrudy@graymaine.org. The email subject heading should be "RFP Response: Proposal for Revaluation Services".

2. Applicants must submit proposals by the time and date specified in section I.A.
3. It is the respondent's responsibility to ensure that submissions are received prior to the specified closing date and time. Submissions received after the specified closing date and/or time may not be considered. The Town shall not be responsible for the proper identification and handling of any qualifications submitted.
4. By submitting qualifications, a respondent is accepting the General Instructions, Terms and Conditions, and Evaluation and Selection Processes outlined in this RFP.

C. RFP Clarification and Pre-Submission Conference

Questions and requests for clarification regarding this RFP must be directed via email to the person listed in Section I.B. Addenda will be issued, as needed, solely through the Town website at: www.graymaine.org.

II. SCOPE OF THE REQUEST FOR PROPOSALS

The revaluation project service requirements are:

- Perform a sales analysis utilizing sales from January 1, 2020, through April 1, 2023
- Establish assessing neighborhood delineations and update land values
- Update cost models for residential and commercial/industrial properties
- Mail notices of updated valuations to all property owners
- Hold residential and commercial/industrial hearings
- Attend Board of Assessment Review hearings
- Complete all associated data entry required for project completion

The values to be determined shall be full market value as defined in the Maine Revised Statutes Annotated and Maine Supreme Court decisions. Basis of valuation shall be the recognized methods of appraising real property, as defined by the Appraisal Institute and the International Association of Assessing Officers (IAAO).

The effective date of this revaluation project shall be for the Assessment Date of April 1, 2024.

The Town of Gray utilizes TRIOWeb that is hosted and available online with a secure login. The Town will maintain a license to utilize the latest version of TRIOWeb Real estate Assessing, and the TRIO system must be fully loaded with all data prior to the revaluation completion. The applicant shall be responsible for any

special software licensing cost associated with completing the revaluation, over and above those paid by the Town as part of its TRIOWeb municipal software licensing package.

Approximate number of accounts as of April 1, 2022, is as follows:

<u>Number of Properties</u>	
Residential Improved	4100
Vacant	615
Commercial Improved	224
Total Accounts Taxable	±4939
Exempts	56
Total Accounts	±4995

Pertinent Town Data

1. Last complete revaluation was effective as of 4/1/2018.
2. Estimated Population as of the most recent census is 8,300.
3. Estimated number of qualified sales per year ± 155

III. QUALIFICATIONS PREPARATION AND SUBMISSION

A. Required Submission Content

The submission must include the following information supporting the respondent's expertise in providing the required services:

1. A narrative describing the respondent's approach to completing the scope of work.
2. The respondent's qualifications, years in business, capacity to provide comprehensive services related to the project, and relative experience to provide the services required by the Town.
3. Summaries of at least three (3) similar projects that the respondent firm has worked on in the past 5 years.
4. A written project management and implementation plan specifying time of completion.
5. A description of the applicant's public relations program that would be used during the project.
6. Identify the Project Management team who will be assigned to this project, their relevant qualifications related to the project, and their experience working on

similar projects. Please include billing rates, fringe rates, subcontractor markup rates, and other cost information, including how mileage and travel time will be charged, that may apply to work related to the project.

The submission must include the following information supporting the respondent's expertise in providing the required services:

1. Proof of insurance at levels required in the Terms of this RFP.
2. The submission must be signed on a cover letter or elsewhere by the person submitting the submission or a duly authorized representative of the firm submitting the submission. The signature shall include the title of the individual signing the submission.

IV. SUBMISSION EVALUATION

The Town's selection will be made by the Gray Town Council based on a recommendation from the Town Manager with input from the Assessor. The Town may request in-person visits, in Gray, with one or more respondents. The selection will be based on the following criteria:

1. Firm's Qualifications: Does the respondent have the support capabilities, including personnel and technology, to complete the project? Has the respondent successfully completed previous projects of this type and scope? – 30 Points
2. Personnel Qualifications: Do the people who will work on the project have the necessary skills? Are enough skilled people assigned to the project? – 30 Points
3. Familiarity with and approach to the project – 30 Points
4. Understanding of Gray's project goals, and any other factors – 10 Points

The Town may in its sole discretion, also consider additional factors or modify the criteria set forth above.

V. PROPOSAL ACCEPTANCE

Any respondent whose submission is selected will be expected to sign a contract with the Town.

The Town reserves the right to reject any or all of the submissions and to waive any deviations or irregularities at its sole discretion. Any submissions received after the deadline may be rejected.

The Town may amend the terms or cancel this RFP any time prior to the execution of a contract for these services if the Town deems it to be necessary, appropriate, or otherwise in the best interests of the Town. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's response not being considered.

VI. TERMS AND CONDITIONS

AUTHORITY: This Request for Proposals (RFP) is issued in accordance with the Town Charter and fiscal policy of the Town.

SCOPE: The terms of this RFP apply in like force to this qualifications submission process and to any subsequent contract resulting therefrom.

OWNERSHIP: All responses to this RFP are to be the sole property of the Town. Respondents are encouraged **not** to include in their responses any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

Any product, whether acceptable or unacceptable, developed under any contract awarded resulting from the RFP is to be the sole property of the Town.

INVESTIGATION: Respondents submitting qualifications shall make all investigations necessary to inform themselves regarding the services(s) requested and to be performed under this RFP and any resulting contract(s). By submitting qualifications, a firm represents that it has read and fully understands this RFP and any addenda.

CLARIFICATION OF RFP: Firms who request a clarification of the RFP requirements must submit questions in writing in the manner and by the deadline specified in Section I of this RFP, or present them orally at a scheduled pre-submission conference if one has been scheduled. All written questions must be received by the Town no later than the date or time stated herein. Oral instructions or information concerning this RFP provided by the Town or its employees and agents to prospective firms shall not bind the Town or its committees.

ADDENDA: Any substantive change or clarification to this RFP will be made by written addendum issued as specified in Section I. The Town is not responsible for any

explanation, clarification, response, or approval made or given in any manner except by authorized addendum.

ALTERNATE TERMS AND CONDITIONS: Alternative terms and conditions are not encouraged and, unless explicitly accepted by the Town, are deemed to be rejected.

COST OF PREPARING QUALIFICATIONS: This RFP does not commit the Town to pay any costs incurred by a firm in preparing and submitting qualifications or in making and preparing necessary investigations, studies, or designs, or for procuring or contracting for services to be furnished under this RFP.

CANCELLATION: The Town or its authorized staff or committees reserve the right to modify, revise or cancel this RFP, without liability to any firms at its sole discretion. The receipt and review of submissions or the completion of interviews do not obligate the Town or its authorized staff or committees to award a contract.

LATE SUBMISSIONS: Submissions received after the scheduled closing time for filing may be rejected by the Town and its authorized staff and committees, without liability to a firm. Respondents assume all responsibility for the timely submission of submissions in accordance with this RFP. The Town and its authorized staff and committees shall have no obligation to consider late-filed submissions.

SPECIFICATIONS AND STAFF ASSIGNMENT: Firms must submit qualifications in accordance with the terms and conditions and the scope of services set forth in this RFP. The respondent must certify that the personnel identified in its response to this RFP will be the persons who will work on the project. Any additions, deletions, or changes in personnel from the submission during the agreement period must be approved by the Town, except for personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the Town. At its discretion, the Town may require the removal and replacement of any of the respondent's personnel who do not perform adequately, regardless of whether they were previously approved by the Town.

PAYMENT: Any payments to be made by the Town from any subsequent contract resulting from this RFP will be made by authorized personnel only.

CONFLICT OF INTEREST: A respondent submitting a submission thereby certifies that no elected or appointed official, agent or employee of the Town who has a pecuniary interest in this RFP has participated in the preparation of this RFP or contract negotiations; that the submission is made in good faith without fraud; that the

respondent is competing solely on its own behalf without connection or obligation to any undisclosed person or firm and that the respondent (including all subcontractors) is able to perform all the services specified in this RFP without any conflict of interest. A breach of this provision shall be deemed an anticipatory default under the terms of any contract issued in accordance with the RFP.

ASSIGNMENT: The selected respondent will be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, firm, company or corporation without the previous consent and approval in writing from the Town Manager.

INSURANCE: The selected firm shall be required to carry Professional Liability Insurance and General Liability Insurance. Submissions must 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 cancelled without thirty days' notice.

AWARD: All contracts which are based on competitive qualifications will be awarded according to the provisions in the RFP. This RFP is not a commitment by the Town to enter a contract for the services requested herein with any particular entity or firm. The Town reserves the right, in its sole discretion, to withdraw this RFP at any time prior to entering into such a contract and/or to reissue the RFP at a later date, if in the Town's sole estimate, it is in the best interest of the Town to do so. The Town and its authorized staff and committees reserve the right to reject any or all qualifications, wholly or in part, or to award multiple contracts in whole or in part, at its sole discretion. The Town and its authorized staff and committees also reserve the right at its sole discretion to waive any deviations or errors that are not material, do not invalidate the legitimacy of the submission, and do not improve the firm's competitive position. All awards will be made in a manner deemed in the best interest of the Town.

LICENSES: The selected firm shall be responsible for obtaining and maintaining all necessary licenses, permits and authorizations to perform work in the United States, the State of Maine, and the Town of Gray, at no cost to the Town.

PRICING: The respondent agrees that its response will remain valid for a period of ninety (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.

COLLUSIVE BIDDING: By submitting a response to this RFP, their signature on a submission is a guarantee by the respondent that the prices quoted have been arrived at without collusion with other eligible contractors or any other persons or entities in a manner that has the effect, or potential effect, of precluding the Town from obtaining the lowest possible competitive price. A submission shall be signed by the person or persons legally authorized to bind a contractor to a contract.

AUDIT REQUIREMENTS: A firm that is awarded a contract under this RFP shall maintain such records as are required by the Town to allow the Town to fulfill its reporting requirements to the United States Environmental Protection Agency, the State of Maine, or other government agencies. A successful firm shall allow the Town or other agencies authorized by the Town, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of the contract documents, for purposes of audit, for a minimum of six years.

HOLD HARMLESS CLAUSE: The selected firm shall indemnify the Town of Gray from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person in consequence of any negligence in performing contract work, or on account of any act of commission by the firm or its employees, or from any claims or amounts arising or uncovered under any law, bylaw, ordinance, regulation, or decree, violated by such firm.

VENUE: The venue for any legal action or proceeding involving this RFP and any resulting contract shall be primarily by mediation, or as necessary in a court of competent jurisdiction in Cumberland County, Maine, without regard to conflicts of law principles.



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

April 26, 2023

Town Manager (TM) Report to Town Council (4/13/2023 – 4/26/2023):

- 4/13: TM attended the Greater Portland Council of Governments (GPCOG) Community Economic Development Strategy (CEDS) meeting in Portland. The CEDS identifies ten-year regional prosperity goals for the GPCOG member region.
- 4/14: TM met with Council Chair Carder, representatives of the Gray – New Gloucester Little League, and the landowner adjacent to Douglass Field to discuss plans for a new baseball field at the Town-owned Village Gateway property, and matters related to use of Douglass Field.
- 4/17: Town staff observed the Patriots’ Day holiday with floating schedules based on department hours.
- 4/19: TM attended part of the Maine Council on Aging “M-DASH All Teams” meeting via Zoom. Gray is an M-DASH participant.
- 4/19: TM met with M-DASH experts and MeDOT for a brainstorming session on how to develop a local ride sharing / transportation program in Gray.
- 4/20: TM attended the Maine Municipal Association (MMA) Legislative Policy Committee (LPC) meeting via Zoom. The MMA LPC sets policy advocacy goals for MMA staff to guide their testimony on bills before the State Legislature.
- 4/22: TM attended the Gray Fire and Rescue Awards Banquet at Spring Meadows.
- 4/24: TM wrote and submitted a letter of testimony in support of LD1634, - *An Act to Grant Municipalities the Authority to Set Certain Lower Motor Vehicle Speed Limits Without a Department of Transportation Speed Study*
- 4/25: TM was invited to be the guest speaker at the Gray Historical Society Annual Meeting at the American Legion Post 86. TM will speak on the Gray Village Master Plan.

Upcoming:

- TM will attend an advanced class on Negotiation Strategies at Harvard University from April 30-May 5.

Other activities:

- As of 4/26, the Maine DOT was observed replacing the Route 26 / 26 A signs with corrected signage establishing the bypass as Rt. 26.
- TM coordinating with Finance Director and Department Heads on presentation of Town budget.
- TM coordinating between the Principle Group, Council, the GPCOG, Gorrill-Palmer, 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.

March 2023

Town of Gray
Attn: Nathaniel Rudy
Municipal Complex, 24 Main St.
Gray, ME 04039

Dear Mr. Rudy,

The Trek Across Maine is coming through your town on June 18th this year. The Trek is the largest, longest running 3-day cycling event in the Northeast. We are notifying you of this special event so that you can be aware of an increased number of cyclists and vehicles (large trucks) on the road. We will be relying on you when we ride through your town for 911 Emergency Medical support. I am enclosing a turn-by-turn and route map through your town so that in case of an emergency you will know which routes we will be on. We would also like to invite the citizens of your town to volunteer or cycle if they are so inclined, contact Gale Auclair at 207-907-9155 or Gale.Auclair@lung.org.

The Trek will take place during daytime hours, with no road closure necessary and cyclists will keep right as much as possible. We are currently anticipating about 800-1000 cyclists and over 400 volunteers for this event. The American Lung Association in Maine relies on community support so that we can continue to raise the needed funds to support our mission of fighting lung cancer, lung disease, COPD, teen smoking and more.

Please contact me if you have any questions, suggestions, or comments regarding this event. Thank you for your cooperation and assistance.

The contact numbers prior to the Trek are **Gale Auclair at 207-907-9155** and **Bob Betts at 603-380-2022**, contact numbers for Trek weekend will be **Gale Auclair (Trek Control) at 207-649-9803** and **Bob Betts at 603-380-2022**.

Thank you.

Sincerely,



George Eastman
Development and Route Logistics
122 State Street
Augusta ME 04330
207-215-7531
george.eastman@lung.org

Gray
Day 3 – June 18th

Dutton Hill Rd / Center Rd - Turn Right	Windham/Gray		
Hunts Hill Rd - Turn Right	Gray		
Rt 26 - Turn Left	Gray		
Rest Stop - Bruns Brothers	Gray		
Rt 115/Yarmouth, Gray Rds. - Turn Right	Gray		
Rt 231/New Gloucester Rd - Turn Left	No. Yarmouth		

Map

The screenshot shows a mobile application interface for bike route planning. At the top, there's a search bar with the URL <https://ridewithgps.com/routes/41810673>. Below the search bar are navigation icons for 'Jump To', 'Find', 'Route Planner', and 'Stories'. The main area is a map showing a red route through a rural area in Maine. Key locations marked on the map include Dutton Hill Rd, Center Rd, Depot Rd, Ten Apple Farm, Magic of Paws, Westcustogo Park, Chandler Brook Preserve, and Yarmouth North. The route starts near Dutton Hill Rd and ends near New Gloucester Rd. At the bottom of the screen, there's a taskbar with various icons and the time 9:25 AM on 3/14/2023.



April 16th, 2023

Nathaniel Rudy
Henry Pennell Municipal Complex
24 Main Street
Gray, ME 04039

Dear Mr. Rudy,

The members of Scouts BSA Troop 2019 take great pleasure and pride in announcing that Victoria Wile has attained the rank of Eagle Scout. We would ask if you would help recognize Victoria Wile's achievement with your words of congratulations.

To achieve this honor, Victoria earned merit badges, provided leadership to her troop, demonstrated in her everyday life the principles of the Scout Oath and Scout Law, and planned and carried out a service project to benefit her community.

Victoria's Eagle Scout service project consisted of installing a flag and flagpole at St. Gregory's Church in Gray, Maine. With help from her community, she fundraised and took donations to get the supplies. Her project will be enjoyed by church goers and the youth group camping area. She organized her fellow Scouts, family and friends to complete the project.

It takes a great deal of time and energy for a Scout to accomplish the many requirements to earn the rank of Eagle Scout. Victoria happens to be one of the first Eagles for Troop 2019. It has only been four years since girls have been allowed into the troop program. I am sure Victoria would appreciate receiving any words of congratulations you may wish to send. The letters will be collected and presented to Victoria at a ceremony to be scheduled at a later date due. Please send the letters to my attention, but Victoria's address for drafting correspondence is 3 Legrow Road, Gray, Maine, 04039.

Thank you for assisting us in recognizing the achievements of our newest Eagle Scout.

Sincerely,

Stephanie Gabriel
Committee Chair
29 McArthur Ave
Lewiston, ME 04240
207-577-2113



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

Date: April, 7th 2023

Town of Gray
Attn: Town Manager
24 Main St.
Gray, ME 04039

Resident Town Letter – Gray Area 2023 Light Capital Paving
Cities/Towns: Gray, Westbrook, Mechanic Falls, Auburn, Cumberland, New Gloucester, Oxford, Otisfield,
Harrison, Poland, Yarmouth
WIN(s): 025855.00

This is to advise you that the Maine Department of Transportation awarded a contract for the above referenced project. The Contractor on this project is All States Asphalt, 6 Sabaddy Point Rd, Windham, ME 04062.

The Resident representing the State of Maine, Department of Transportation is Clem Baxter; he can be reached by cell at 207-215-3802 or by via email Clem.Baxter@maine.gov.

Residents and property owners adjacent to this project may contact Clem Baxter regarding construction activities, or for obtaining information in connection with this project.

In the event that our Resident cannot be contacted at the project site, you may contact me, Tim Pelotte 207-592-1239.

Sincerely,

Tim Pelotte
Project Manager
Regional Program

TOWN OF GRAY POSITION DESCRIPTION

POSITION TITLE: HEAD OF CIRCULATION – LIBRARY
DATE CREATED/ REVISED: 02/23/2015 / 5/18/2022 / 03/21/2023

Classification: Full Time

Narrative: The position oversees all aspects of the circulation of materials at the Gray Public Library, including supervision of Circulation Assistants. Ensures that users and visitors to the Gray Public Library have a high-quality and fulfilling experience. Ensures that regular tasks, including billing, shelving, shelf reading, and other collection maintenance are performed in a timely and professional manner. The position is responsible for assuring the Gray Public Library fulfills its circulation duties in the Minerva consortium.

Supervision: Receives supervision from Library Director, or Assistant Director in her/his absence. This position provides supervision to the Circulation Assistants.

Job Environment: Work is performed under typical office and library conditions; work environment is moderately quiet; occasionally required to work outside of the library's normal business hours.

POSITION RESPONSIBILITIES/TASKS

Illustrative Only, not all inclusive:

- Ensures that a welcoming and professional environment is presented to all visitors, users, and library stakeholders
- Provides direct public service at the circulation desk, including new patron registration, regular circulation activities, fine collection, complaint resolution, and policy explanation
- Oversees cash handling and prepares weekly deposit for all collected funds to be delivered to the Town of Gray
- Oversees all circulation activities and staff to ensure correct procedure and processes are being followed
- Performs collection development to provide traditional and new materials for the evolving needs of library users, and collection maintenance
- Ensures the physical collection of the Gray Public Library is accurately accounted for, is discoverable and approachable by the public, and in good working order
- Trains Circulation Assistants, as well as those who have direct work at the Circulation Desk, in best practices and philosophy for the service position
- Establishes work priorities and delegates duties to Circulation Assistants
- Performs reference and reader advisory
- Acts as the point person for patron policy disputes
- Works within the Minerva consortium to ensure that policies and procedures mandated by the collective are adhered to, resolves issues relating to Minerva lending, and acts as an advocate for the interests of the Gray Public Library at standard and special meetings
- Runs reports and notices relating to bills, inter-library requests, etc.
- Assists patrons with technical needs, including computer assistance, fax, and/ or copier assistance, etc.
- Produces daily workflow schedule for staff as needed.

- Works with patrons to resolve a variety of issues, including items being claims returned, items returned missing pieces, etc.
- Follows and ensures implementation of local and state-wide library policies

POSITION REQUIREMENTS/QUALIFICATIONS

Education & Experience

Minimum Education Required:

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

Prior Experience Required:

2 years of work experience within a library setting, and at least 2 years of progressive management and/or supervisory experience, [or equivalent education and experience.](#)

Prior Experience Preferred:

4 years of direct experience in similar position. Experience in the Minerva consortium. Experience with Sierra.

Knowledge, Ability, Skills

- Ability to interpret instructions both in written and oral form
- Ability to apply principles of library system to solve practical problems and to respond to routine information requests
- Ability to resolve conflicts and work well with the general public
- Ability to supervise and inspire employees
- Ability to provide high quality customer service
- Typing, filing, computer data-entry and general mathematical skills. Comfort with PC computing.
- Library clerical procedures and practices and general principles of library technical system preferred

Physical Requirements/Other

Light physical effort required in carrying and shelving books, and in performing other typical library functions. For complete list of physical requirements, please see *Functional Demands* sheet (attached).

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: _____

Title/Department: Circulation Assistant: Gray Public Library

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 checked="" type="checkbox"/> Evening <input type="checkbox"/> Rotating				
DEFINITION KEY	Never: 0 hours	Rarely: <10 minutes/shift or up to 1 hour/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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50-100	<input checked="" type="checkbox"/>	<input 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:	<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 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reach/lift below knees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kneel/Crawl	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 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 checked="" 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 checked="" 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 checked="" 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: alphabetizing and arranging					

POSITION DESCRIPTION TOWN OF GRAY, MAINE

POSITION TITLE: SUMMER INTERN – COMMUNICATIONS AND INFORMATION
DATE CREATED/ REVISED: 4/6/23

Classification: Summer Internship (through Margaret Chase Smith Policy Center)

Narrative: This intern will support the Town of Gray Communications and Information department in its various physical and digital outreach initiatives.

Supervision: This position will be supervised by the Digital Media Coordinator/Internship Manager and as needed by the Director of Communications and Information.

POSITION RESPONSIBILITIES/TASKS

Illustrative only and not all inclusive:

- Work collaboratively with department staff to ensure communications objectives are reached. Such objectives include but are not limited to:
 - Producing public-facing physical materials, digital articles, photos, and videos.
 - Review of website, social media accounts, and other communication tools to ensure accuracy and timeliness of messaging
 - Assist Town Staff in digital media production
 - Research topics of interest to Communications and IT Department (upgraded equipment, new tech additions, etc.)
- Work toward the intern’s professional development and career goals.

POSITION REQUIREMENTS/QUALIFICATIONS

Education & Experience

Minimum Education Required:

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

Prior Experience Required:

Must be a student with on-going education related to communication or other areas relevant to the Communications and IT department.

Prior Experience Preferred:

Demonstrated writing, editing, graphic design, and photography/videography experience.

Knowledge, Ability, Skills

- Basic knowledge of the Microsoft Office suite, including Teams, Outlook, and Word. Advanced training in the Microsoft Office suite can be provided.
- Basic knowledge of videography, photography, and graphic design.

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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10-25	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25-50	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50-100	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/> between areas <input type="checkbox"/> throughout facility <input type="checkbox"/>					
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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ladders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach/lift above shoulders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach/lift below knees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kneel/Crawl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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"/>

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: _____