

**TOWN OF GRAY**  
**GRAY TOWN COUNCIL**  
**AGENDA • SEPTEMBER 19, 2023**

**Gray Town  
Council Regular  
Meeting**

**Town Council Chambers**  
**24 Main Street, Gray, ME 04039**  
**<https://us06web.zoom.us/j/81919975829>**  
**Phone 646-558-8656 / Meeting ID: 819 1997 5829**

**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 September 5, 2023

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

*Comments are intended for information sharing, not discussion. Comments in excess of three minutes are welcome at the end of the agenda prior to adjournment. Call 646-558-8656 / Meeting ID: 819 1997 5829*

**VI. ADJUSTMENTS TO THE AGENDA 5 MINS**

**VII. PUBLIC HEARING 7:20PM**

1. Second Reading and Public Hearing - To Review proposed changes to the Zoning Ordinance (Chapter 402). Changes include the addition of a new section, 402.8.11: Self-storage facility standards; and amendment of the Village Center Design Standards. **15 MINS**

Proposed motion:

Be it Ordained, the Gray Town Council approves the proposed changes to the Zoning Ordinance (Chapter 402).

**VIII. ACTION ITEMS 7:35PM**

1. To Remove from the Table the Rules for Town Council Meetings and Workshops. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council removes from the table the Rules for Town Council Meetings and Workshops.

2. To Review and Act Upon Re-Affirming the Rules for Town Council Meetings and Workshops. 5 MINS

Proposed motion:

Ordered, the Gray Town Council re-affirms the Rules for Town Council Meetings and Workshops.

3. To Review and Act Upon Authorizing the proposed Optional Year winter maintenance contract extension with MB Contracting for the 2023-2024 plowing season. 5 MINS

Proposed motion:

Ordered, the Gray Town Council grants authority to the Interim Town Manager to exercise the Optional Year 2023-204 plowing season contract extension with MB Contracting of Cumberland, Maine at a cost not to exceed \$85,172.40.

4. To Review and Authorize joining the Maine Public Employees Retirement System (MainePERS) Consolidated Participating Local District Plan. The Town Council has previously proposed offering Special Plan 3C to its full-time firefighters and fire chiefs, and the Town authorized an amount of \$80,522 as part of the Public Safety Pay & Benefits Retirement expense line for the Fiscal Year 2024 budget by vote during a Town Meeting called and held on September 9, 2023. 5 MINS

Proposed motion:

Ordered, the Gray Town Council approves joining the MainePERS Consolidated Participating Local District Plan effective October 1, 2023.

5. To Review and Act Upon Authorizing the Interim Town Manager to secure a contract with a consultant/search firm to fill the Town Manager vacancy. 5 MINS

Proposed motion:

Ordered, the Gray Town Council authorizes the Interim Town Manager to secure a professional services contract with \_\_\_\_\_ for the recruitment of a new Town Manager at a cost not to exceed \_\_\_\_\_.

6. To Review and Act Upon Approving the Gray Public Library generator electrical construction project contract to \_\_\_\_\_. 5 MINS

Proposed motion:

Ordered, the Gray Town Council awards the contract for the Gray Public Library generator

electrical construction project contract to \_\_\_\_\_ and grants authority to the Interim Town Manager to enter into a contract for this work, not to exceed \_\_\_\_\_.

7. To Review and Act Upon Approval of a Disabled Veteran Excise Tax Exemption for Gray resident Dennis M. Davis. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council grants the requested reimbursement for vehicle excise tax in the amount of \$1,682.39 to disabled veteran and Gray resident Dennis M. Davis.

8. To Review and Act Upon Approving the Appointment of Bradley Fogg as a regular member of the Community Television Advisory Committee with a term expiring on August 31, 2026. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council appoints Bradley Fogg as a regular member of the Community Television Advisory Committee with a term expiring on August 31, 2026.

9. To Review and Act Upon Approving the National Suicide Prevention & Action Month Proclamation. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council approves the adoption of the National Suicide Prevention & Action Month Proclamation.

**IX. REPORT FROM THE COUNCIL CHAIR 5 MINS - 8:20PM**

**X. REPORT FROM THE TOWN MANAGER 5 MINS**

**XI. COMMITTEE REPORTS 10 MINS**

**XII. COUNCIL CORRESPONDENCE/ACTIVITIES 10 MINS**

**XIII. ADJOURNMENT 8:50PM**

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

TOWN OF GRAY  
GRAY TOWN COUNCIL  
MINUTES • September 5, 2023

Gray Town Council  
Regular Meeting



Town Council Chambers

7:00 PM

24 Main Street, Gray, ME 04039

<https://us06web.zoom.us/j/82834438876>

Phone 646-558-8656 / Meeting ID: 828 3443 8876

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
Krista Chappell	Chair	Present
Matthew Hight	Council Member	Excused
Anne Gass	Council Member	Present
Dan Maguire	Vice Chair	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 August 15, 2023

IV.2 Minutes from the Special Meeting and Executive Session on August 23, 2023

IV.3 Minutes from the Special Meeting on August 28, 2023

MOTION: Ordered, the Gray Town Council approves the consent agenda.

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

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

The Public Comment period was opened at 7:02 PM.

There were no public comments.

The Public Comment period was closed at 7:02 PM.

## VI. ADJUSTMENTS TO THE AGENDA

None.

## VII. PRESENTATIONS

### VII.1 Interim Town Manager and search firm update

Nate Rudy, Town Manager gave his notice and his last day is 9/8/23. There will be a search for an Interim Town Manager. There is a proposal from Don Gerrish of Eaton Peabody offering his services finding a new Town Manager and also to fill in as an Interim Town Manager. Josh Tiffany, Library Director, is also willing to serve as Interim Town Manager. Both Mr. Gerrish and Mr. Tiffany spoke to Council about their proposals.

## VIII. PUBLIC HEARING

VIII.1 First Reading and Public Hearing - To Review proposed changes to the Zoning Ordinance (Chapter 402). Changes include the addition of a new section, 402.8.11: Self-storage facility standards; and amendment of the Village Center Design Standards.

Public hearing opened at 7:36PM.

Scott Liberty spoke about his opinions on the ordinance changes.

Brad Pollard spoke about opportunities he would like to pursue with cannabis and self-storage at properties he owns.

Lonnie Humphrey spoke about his opinions of the zoning ordinance changes.

Public hearing closed 7:57pm

MOTION: Ordered, the Gray Town Council approves a public hearing at the September 14, 2023 Planning Board meeting and a Second Reading and Public Hearing at the Town Council meeting on September 19, 2023 to review and approve proposed changes to the Zoning Ordinance (Chapter 402).

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

Council discussed reasons for the changes again. Doug Webster discussed the specific changes that are being made again.

IX. ACTION ITEMS

XI.1 To Review and Act Upon Approving the Appointment of Lawrence Zuckerman as a regular member of the Ordinance Advisory Committee with a term expiring on August 31, 2026.

MOTION: Ordered, the Gray Town Council appoints Lawrence Zuckerman as a regular member of the Ordinance Advisory Committee with a term expiring on August 31, 2026.

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

IX.2 To Review and Act Upon Approving an Extension of the Property Tax Deadline to October 16, 2023.

MOTION:  
 Ordered, the Gray Town Council approves changing the property tax deadline from October 2, 2023 to October 16, 2023.

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

XI.3 3. To Review and Act Upon Authorizing the Town Manager to Renegotiate Agreements for Line Striping because the original bidder was unable to complete the work in a timely manner.

MOTION:

Ordered, the Gray Town Council authorizes the Town Manager to Negotiate Agreements for Line Striping with Lucas Striping for a cost not to exceed the Town's budgeted amount, to be paid for by the General Fund.

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

XI.4 To Review and Act Upon Approving an Interim Town Manager.

MOTION:

Ordered, the Gray Town Council Appoints Josh Tiffany as Interim Town Manager effective Friday, September 8.

RESULT:	PASSED 3-1
MOTION BY:	Anne Gass
SECOND BY:	Martin Meaney
AYES:	Krista Chappell, Dan Maguire, Martin Meaney
NAYES:	Anne Gass

X. REPORT FROM THE COUNCIL CHAIR

Chair Chappell says they have been meeting with the Town lawyer to go over procedures for the Town Meeting on 9/9/23. She also met with legislative representatives Teresa Pierce and Anne Graham about the RAISE grant application the Town will applying for to help with infrastructure projects on Yarmouth Rd. and Main St. They also discussed legislation that may help with conflicts surrounding LD 2001 and the Town budget.

## XI. REPORT FROM THE TOWN MANAGER

Nate Rudy clarified that he discussed promoting Kyle Hadyniak to Interim Director of Communications and Information while Josh Tiffany acts as the Interim Town Manager. The Town will resume regular office hours on Thursdays, to be open at 8:30am. He thanks the Town for his time working as the Town Manager.

## XII. COMMITTEE REPORTS

Councilor Chappell:

- Ordinance Advisory meets 9/13.
- GPCOG Executive Committee met today 9/5 and went over strategic priorities. Would like to engage in sub-regional capacities. Coming up with plans to better communicate GPCOG's value to the communities. GPCOG is an available resource for Council.

Councilor Maguire:

Councilor Gass:

- Open Space Committee meets next week 2<sup>nd</sup> Wednesday of the month.
- Resiliency Committee does not have a quorum.
- CEDC does not have a quorum.

Councilor Meaney:

- Zoning Board of Appeals 9/26/23
- Finance Committee meeting is 9/21 4pm
- Planning Board meets 9/14
- Wild Blueberry Festival meets 9/26 6pm. Meets with Fire Chief on 9/7

## XIII. COUNCIL CORRESPONDENCE/ACTIVITIES

Councilor Chappell: Thanks Nate for his service to the Town. Had a few emails from residents related to the budget. Had an inquiry about the mooring ordinance again. Had an email from Fran Monroe inquiring about who is being hired for the moderator at the Town Meeting. She also inquired about written verification from Town lawyers about changes to the warrant articles. Had an email from Mary Underwood updating that she is speaking at the Maine Council on Aging Summit. Had an email from Brandon Pollard also about touring his proposed facility. Had an email from Mr. Doughty thanking Council for their work. Had an email from Collette Tweeten about concerns about the Town Manager leaving and the Town audit. Had an email from Sandy Carder about the Council task list being transferred to Microsoft Teams.

Councilor Maguire: Thanks Nate for his service to the Town. Met with Nate Rudy, Britt Barton, and Natalie Burns about the Town Meeting. Attended a meeting with James Estabrook from

Cumberland County Sheriff's Office with Chief Elkanich and Nate Rudy to talk about weight limits and enforcing the weight limits. The goal is education and not just handing out fines. The CC Sherriff's office will enforce the limits.

Councilor Gass: Thanks Nate Rudy for his service to the Town. Had a call from a resident complaining that the cemetery has not been mowed. The Cemetery Association handles the contract with the mowers. She told him to follow up with them. Another resident asked about the Route 1 paving which will be done in FY2025. Had a question from a resident about the actual current unassigned fund balance, but it cannot be provided until the audit. She also mentioned meeting with State Legislative Representatives. She will meet with Brandon Pollard at his business regarding cannabis this month.

Councilor Meaney: Received an anonymous text from a neighbor asking about the Town Meeting on Saturday.

#### XIV. ADJOURNMENT

MOTION: to Adjourn at 9:13PM

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

CLZ

## MEMO

August 25, 2023

TO: Town Council, Town Manager Nate Rudy

FROM: Community Development

RE: Updated amendments to proposed self-storage ordinance; self-storage design standards; village design standards amendment for parking

In response to input from the July 18 Town Council workshop discussion, herein is an updated version of the proposed ordinance, 402.8.11 Self-Storage Facility Standards for council discussion and review, including the associated self-storage facility design standards.

Also included for your review is an amendment to the Village Design Standards, to add a requirement for locating parking spaces in the rear of the building. This amendment was proposed during the June 12, 2023 workshop.

These items are before you for consideration at the September 5, 2023 Town Council meeting for a public hearing and first reading. The Planning Board will also host a public hearing at their regular meeting Sept. 14, 2023.

Notably, the council has extended the moratorium on self-storage developments through Dec. 27, 2023, with a view toward getting the amendments in place prior to the moratorium's expiry.

## New Section

### 402.8.11: Self-storage facility standards:

A. Purpose: The purpose of these standards for Self-Storage is to maximize the use and value of commercial uses for road frontage properties and minimize adverse aesthetic impacts of self-storage facilities on abutting and neighboring properties.

### B. Applicability

1. In addition to applicable review standards established in Article 10 (Site Plan Review), all self-storage facilities proposed after the adoption of these standards (March 1, 2023) are required to comply with requirements in this section and the associated design standards. This includes any self-storage facility that was previously approved but did not meet the Time Limit on Approval requirements of the zoning ordinance, and is thus considered a new application.
2. Expansion: Any self-storage facility that is proposed to be expanded after the adoption of these standards shall be required to obtain Planning Board approval and shall be subject to all practically achievable self-storage performance standards and design standards, as determined by the Planning Board, for the expanded portion of the development and associated infrastructure. No expansion or additional buildings will be permitted within the 300' setback from the edge of a road or right-of-way (ROW), whichever is greater, that is either publicly owned or has a public easement for winter maintenance.
3. Repairs/Replacement/Rebuilding: The Code Enforcement Officer shall have the authority to issue building permit(s) for the repair, replacement or rebuilding of one or more building(s) in a Self-Storage Facility for the same size, height and location as the original structure(s). Such repair, replacement or rebuilding shall be subject to all practically achievable self-storage performance standards and design standards, as determined by the Code Enforcement Officer in consultation with the Town Planner.
4. Outdoor storage is not permitted as a standalone use and must be integral to a self-storage facility and comply with all standards established in this section and in Article 10.
5. Any outdoor storage, including if added to an existing facility, must comply with all outdoor storage standards as specified in this section and as required in Article 10.

### C. Minimum Setbacks

1. Any portion of any element of a self-storage facility must be at least three-hundred (300) feet from the edge of a road or right-of-way (ROW), whichever is greater, that is either publicly owned or has a public easement for winter maintenance. No component of a self-storage facility other than one access/driveway may be located within this three-hundred (300) foot setback. All other components of any self-storage facility must respect this minimum three-hundred (300) foot setback specifically including all fill extensions, buildings, outdoor

storage areas, drainage ditches, stormwater infrastructure, and perimeter buffer as specified in section “F” entitled “Perimeter Buffer Requirements.”

2. A perimeter buffer in accordance with standards specified below in section “F” below entitled “Perimeter Buffer Requirements,” is required around the entirety of the facility. Stormwater infrastructure is specifically prohibited from this buffer, such as level lip spreaders, detention basins and similar stormwater infrastructure involving clearing of vegetation. Pipes that may need to pass through the area are permitted.
3. Neither the Zoning Board of Appeals nor the Planning Board shall have the authority to reduce any of the minimum setbacks established above in this section “C” entitled “Minimum Setbacks” except for the perimeter buffer as established in this subsection “F,” entitled “Perimeter Buffer Requirements” and subsection “G” entitled “Outdoor Self-Storage Standards.”

#### D. Building Requirements

1. One-story self-storage building footprint standards:
  - a. Maximum length: two-hundred (200) feet
  - b. Maximum width: forty (40) feet.
  - c. Maximum height (to the highest point of the structure): twenty-five (25) feet.
2. Two-story self-storage building footprint standards:
  - a. Maximum footprint of any one structure: seventy-five hundred (7,500) square feet
  - b. Maximum height (to the highest point of the structure): thirty (30) feet
3. Minimum separation between buildings/minimum drive aisle width: twenty-five (25) feet
4. All buildings/structures utilized for self-storage purposes that face the perimeter buffer shall be completely enclosed with permanent sides/siding. In no event shall such buildings/structures have one or more open sides. Seasonal installation and/or removal of temporary sides, such as fabric or similar, shall not be permitted and shall not be considered permanent sides/siding.
5. All buildings/structures shall comply with Town of Gray Design Standards for self-storage facilities (attached). The applicant shall submit scaled color renderings of all proposed buildings/structures as part of the submittal and the planning board will review these as an integral part of their review. The Planning Board shall have the authority to interpret the design standards and require changes to the plans that are consistent with the purpose and intent of the design standards and these performance standards.
6. In the event that a different or future non-residential use is proposed for the front portion of a parcel and self-storage facility use is proposed for the rear portion, the minimum separation between such structures shall be designed to meet currently applicable setbacks to allow for each use to be located on a separate parcel and must meet the Lot Frontage Development

Standards herein.

7. Buildings existing as of March 1, 2023 shall be eligible for re-use as a self-storage facility subject to all of the following standards:

- a. The building for re-use must have a footprint no greater than ten thousand (10,000) square feet and be located on the same parcel or a directly abutting parcel containing a self-storage facility existing as of March 1, 2023, and
- b. The building for re-use must be within one-hundred-and-fifty (150) feet, irrespective of any property line, of a building in a self-storage facility existing as of March 1, 2023, as measured from building to building, and
- c. Any building proposed for re-use shall require Planning Board review and approval, for the purposes of complying with design standards as much as practicable. The Planning Board shall have the authority to require non-structural changes to the building in accordance with design standards as practicable, and
- d. Any increases in the volume and/or footprint of a building for re-use, including overhangs, shall require Planning Board review and approval. Such increases shall conform to design standards, as practicable, and
- e. In no event shall any increase in volume and/or footprint of a building for re-use purposes be extended to utilize or occupy any additional frontage on a road or right-of-way that is either publicly owned or has a public easement for winter maintenance, other than the portion of frontage occupied by the building that existed as of March 1, 2023, and
- f. Increases in volume and/or footprint of a building for re-use, including overhangs that extend towards/closer to a road or right-of-way that is either publicly owned or has a public easement for winter maintenance, shall not be allowed unless the entirety of the building, including the increased volume and/or footprint of the building is at least three hundred (300) feet from the edge of the road or right-of-way, whichever is greater.

#### E. General Standards

1. Review and approval by the Planning Board is required for any new or expanded self-storage facility. The Planning Board shall review the proposed development under Site Plan Review and design standards, as applicable, and shall ensure that the performance standards in this section are met.
2. Any self-storage facility may consist of one or more combined developed footprint area(s).
3. Each combined developed footprint area shall not exceed three (3) acres/ 130,680 sf. This combined development footprint area shall include all buildings, outdoor storage areas, all stormwater infrastructure, fill extensions, all vehicular accessways, all non-vegetated areas, and similar such areas that are not in their natural state. This calculation shall not include the perimeter buffer and/or buffer areas complying with standards herein.
4. Within a lot with a self-storage facility, site-internal buffers are required to separate each combined developed footprint area. These site-internal buffers shall be a minimum depth of fifty (50) feet and shall conform to the perimeter buffer requirements of Section F, Perimeter

Buffer Requirements. As determined by the Planning Board, limited portions of such internal fifty (50)-foot buffers may contain stormwater infrastructure provided that the aesthetic separation between the two areas is maximized.

5. All standards for the self-storage facility, excluding the perimeter buffer, as detailed below herein, must be met and maintained on a parcel owned in fee by one (1) owner/party/entity. In no event shall the ownership of one or more buildings on one parcel be transferred to separate parties/entities.
6. No maintenance and/or repair work of any type shall be allowed on any vehicle and/or equipment that contains any type of fluid that potentially contaminates soil and/or groundwater if leaked. The operator of the facility shall be required to disclose this information to all parties utilizing the self-storage facility and report any instances of fluid leaks to Gray Public Safety within thirty (30) days of becoming aware of any fluid contamination.
7. All self-storage facilities shall be gated with security provisions sufficient to ensure access to the site only by patrons, owners, and those persons needing to access for operations and/or maintenance.
8. The entire perimeter, except the gated entry, of all self-storage facilities areas shall have a sufficient fence, as determined by the Planning Board as part of their review, to discourage/prevent access. Fence details shall be shown on planning board submittals. Chain-link fencing is not permissible in areas of the site that are visible from the road.
9. One (1) office area to provide administrative services solely serving the self-storage facility may be permitted provided that the cumulative area devoted to this use does not exceed two hundred (200) square feet. In the event that such space is part of a facility, a minimum of two (2) dedicated parking spaces within the immediate vicinity of such office area shall be required that do not block access to any accessway or self-storage unit(s).
10. In addition to applicable lighting requirements established in Article 10, Site Plan Review, all self-storage facilities shall be required to comply with standards in the USA Pattern Lighting Code in the International Dark Sky Association Outdoor Lighting Code Handbook version 1.14.2002 dated December 2000/September 2002 or subsequent update. The Planning Board shall review compliance with such standards, with peer review as necessary at applicant expense, as an integral part of reviewing a proposed facility.

#### F. Perimeter Buffer Requirements

1. All new, or expanded, self-storage facilities shall comply with all of the following perimeter buffer requirements. Any building(s) existing as of March 1, 2023 that is proposed for re-use as a self-storage facility shall comply with the perimeter buffer requirements to the maximum extend practicable as determined by the Planning Board.

2. The entirety of the perimeter buffer shall consist of dense, mature, natural vegetation meeting and maintaining standards as established in this section.
3. Any of the following site components shall not be located or considered part of the minimum perimeter buffer: driveways, buildings, parking areas, fencing, vehicular accessways, outdoor storage areas, retaining walls, fill extensions for vehicular accessways and/or buildings, drainage ditches and stormwater infrastructure.
4. Only one vehicular accessway shall be allowed in this perimeter buffer unless the planning board determines that through-traffic is necessary to allow a second accessway. Multiple accessways through the buffer are specifically prohibited. The width of any such accessway through the perimeter buffer shall be limited to the practical functionality necessary as determined by the planning board.
5. In the event that applicable standards for the perimeter buffer are met and maintained via an easement, all applicable perimeter buffer standards shall be included in the description of easement language, as determined by the Code Enforcement Officer with input from the Planner, that is recorded at the Registry of Deeds prior to the issuance of a building permit for the project. A condition of approval memorializing this requirement shall be part of the Planning Board final decision.
6. The full depth of the perimeter buffer shall consist of dense, mature, natural, non-invasive vegetation, consisting of predominantly evergreen trees, as determined by the Planning Board. In order for the Planning Board to determine the specifications for the buffer vegetation, the Board shall require applying the point system standards as the minimum standards for any 25 foot by 50 foot for the first one-hundred (100) feet established for a “Shoreland Buffer Strip” contained in Section 15 of the Gray Shoreland Zoning Ordinance (Chapter 403) entitled “Clearing or Removal of Vegetation for Development Activities other than Timber Harvesting” be met and maintained. In accordance with the purpose of maintaining the perimeter buffer, all standards for the “Shoreland Buffer Strip” in Section 15 of Chapter 403 that allow for the removal of vegetation, pruning of branches on the lower one-third of a tree, clearing of vegetation for development, and existing cleared openings shall not be applicable for this Section 402.8.11, Self-Storage Facility Standards.
7. In the event that existing conditions do not meet the requirements of this section at the time the application is before the Planning Board, the Board shall have the authority to require the applicant to plant native species trees (predominantly evergreens) and other appropriate native vegetation to establish a buffer meeting standards established in this section within a reasonable time period as determined by the Planning Board. Ideally, a sufficient buffer should be achieved within five (5) years.
8. In order to ensure that the perimeter buffer meets and maintains standards, or will meet standards per above in this section, the Planning Board shall have the authority for a peer review, at the applicant’s expense, and shall also have the authority to require that the applicant post a sufficient financial surety for any necessary replanting per Section 402.10.17

in accordance with professionally accepted practices such as an eighty (80) percent survival rate for a five (5) year period.

9. The Planning Board shall be authorized to require additional buffering and screening, including additional plantings, to maximize the density of the mature natural vegetation, emphasizing the use of evergreen species, for any portion of a proposed self-storage facility located within one or more viewshed(s) from a public road(s), including road(s) that have a public easement for winter maintenance. The Planning Board shall have the authority to require the applicant to submit photographs of existing conditions from various vantages and accurate renderings of the anticipated proposed buffer at periodic time intervals, including at maturity.

10. The Planning Board will have the authority to consider reductions to the depth of the vegetated perimeter buffer or alter the nature of the buffer as herein, at different depths for each of the different buffer areas (front, side, rear) as well as different depths along one or more such buffers, taking into account existing conditions, the essential character and proximity of other uses on adjacent properties along the perimeter buffer.

a. In considering whether to approve a perimeter buffer reduction or alteration, the Planning Board should consider the treatment of the area and adhere to the following standards:

i. In no case shall any portion of the perimeter buffer be less than twenty-five (25) feet in width, except as permitted in section 10.b. below.

ii. Structures in self-storage facilities that do not exceed twenty (20) feet in height and buildings converted to self-storage facilities, per Section D above entitled Building Requirements, may be permitted to use solid fencing (not chain-link) with a reduced vegetated buffer to meet the perimeter buffer requirements.

b. In considering whether to approve a perimeter buffer reduction or alteration, the Planning Board should consider the treatment of the area and adhere to the following principles:

i. Within areas that are densely developed with non-residential uses when the application for a self-storage facility is submitted, a buffer with dense plantings, fencing, and or changes in grade may be a minimum of twenty-five (25) feet.

ii. For self-storage buildings on a parcel(s) located wholly within a Commercial/Industrial zoning district, that do not directly abut any properties outside of a Commercial/Industrial zoning district, the Planning Board will have the authority to approve a reduced buffer to a minimum of

fifteen (15) feet.

- iii. A buffer with moderate levels of vegetative screening should be thirty (30) to forty (40) feet in width.
- iv. In suburban and rural settings, the minimum width of the densely vegetated buffer should be twenty-five (25) feet. Plantings should be predominantly evergreen shrubs and trees designed to provide year-round screening.
- v. For areas adjacent to service, loading, or outdoor storage areas, a minimum buffer width of fifty (50) feet screened by a combination of berms, fencing, and dense plantings (preferably evergreens).
- vi. The Planning Board shall have the authority to reduce the depth of those portions of the proposed Self Storage Facility perimeter buffer that directly abut property owned by the Maine Turnpike Authority to a minimum of fifty (50) feet, provided that the intent of this ordinance and applicable standards, specifically including but not limited to buffering, are met and maintained.

#### G. Outdoor Self-Storage Standards

1. Any outdoor storage shall be located at least one-hundred (100) feet from any property line and shall be subject to additional standards as detailed in this section.
2. All outdoor storage areas that are storing any vehicles and/or equipment that use or contain any type of petroleum-based fluid, or any fluid that potentially contaminates soil if leaked, shall be impervious with pavement or concrete. All stormwater sheet-flow from such areas shall be directed in water-tight drainage piping into oil/water separators in accordance with professionally accepted practices. Stormwater discharge from the separators shall be daylighted to a readily accessible location that allows for the soil adjacent to stormwater daylighting to be tested in the event of leaks from such vehicles and/or equipment.
3. As part of the Planning Board's review, with input from qualified consultants at applicants' expense, the Board shall determine an appropriate stormwater maintenance schedule including periodic testing of soil at the stormwater daylight location and/or where the stormwater from the outdoor storage is absorbed into the ground.
4. For outdoor storage areas on a parcel(s) located wholly within a Commercial/Industrial zoning district, that do not directly abut any properties outside of a Commercial/Industrial zoning district, per 10.b., the Planning Board will have the authority to approve a reduced buffer to a minimum of fifty (50) feet provided it is at least one hundred (100) feet to the property line.

5. If an outdoor storage area is located adjacent to the perimeter of the facility abutting a property line(s), the minimum depth of the perimeter buffer, in accordance with standards specified below in this section, must be seventy-five (75) feet provided it is at least one hundred (100) feet to the property line.
6. As part of the final approval of the project, the Planning Board shall impose a condition of approval that requires the owner and/or operator (as appropriate) of the facility to submit an annual report containing information that summarizes the condition of the stormwater measures, testing results for potential contaminants associated with the stored items, and any corrective measures that have been completed for the previous year to verify that the stormwater from the outdoor storage is not contaminating the soil and/or adversely affecting groundwater in the vicinity of the facility. This report should be due by January 31st of each year. In the event of a spill or test results that show the presence of any contaminant(s), the owner/operator shall report these findings to the Gray Code Enforcement Officer within five business days of receiving the test results.
7. The maximum cumulative footprint of all area(s) utilized for outdoor self-storage shall not exceed twenty-five (25) percent of the developed portion of the self-storage facility consisting of buildings, accessways, etc. Based on the three (3) acre maximum footprint of the developed portion of the facility specified in "E" in this section entitled "General Standards," the maximum size of an outdoor storage area is .75 of an acre/32,670 sq. ft.

#### H. Lot Frontage Development Standards

Lot frontage is the portion of a lot directly abutting the main road. Development of the lot frontage within the three-hundred (300) foot road or right-of-way (ROW) setback of a self-storage facility parcel, for a separate permitted or conditionally permitted use in the zoning district, is subject to the following conditions:

1. The setback between the structure in the lot frontage development area and the nearest self-storage facility structure, measured building to building, shall be double the applicable rear setback for the zoning district, to allow for conformance in the case of future lot division. Otherwise, applicable setbacks for the zoning district will apply.
2. Development on the lot frontage of a self-storage facility will be subject to performance standards and design standards, as applicable.
3. The Planning Board shall have the authority to reduce the perimeter buffer between the lot frontage development and the self-storage facility, per Section F above, entitled Perimeter Buffer Requirements.
4. Parking areas for the lot frontage development must be located in the rear of the building(s) and shall not be directly visible from a public street.
5. The lot frontage development must be designed to provide for the safe movement of pedestrians and vehicles both internally and in connection with the self-storage development and/or other structures, lots or uses located further from the main road from development within the lot frontage development.

#### **402.6.2 D**

##### **D. Only One Principal Building per Lot**

No more than one (1) principal structure and its accessory buildings as regulated in this Ordinance may be located on any one lot, except in the case of a multi-building Self-Storage Facility, lot frontage development on a lot with a self-storage facility, as established in Section 402.8.11. Planned Unit Development and Multi-Family Housing, unless all applicable space and dimensional standards are met separately for each principal structure or use on the lot, subject to the following:

1. Where a lot has more than one existing principal structure or use, any new principal structure or use proposed for the lot, or any proposed division of the lot, shall meet all applicable space and dimensional standards for the new lot or principal structure or use; provided, however, before creation of a new principal structure or use on the lot or division of the lot, the property owner shall provide the Code Enforcement Officer with a sketch plan, drawn to scale, in sufficient detail to satisfy the Code Enforcement Officer that it accurately represents the current conditions in the field; and
2. The creation of a new lot or new principal use or structure must satisfy current space or dimensional standards established for the zone in which the lot is located. Where an existing principal structure is legally nonconforming as to any applicable space or dimensional standard, the creation of a new lot or principal use or structure shall not increase the degree of such nonconformity.
3. For lots located in the Business Development 2 Zoning District, the number of uses per principal structure shall be determined by standards established in Section 402.8.8 of this Ordinance.
4. No variances are allowed from the provisions of the preceding paragraphs of this section.

# Town of Gray Design Standards for self-storage facilities

## *Use- specific performance standards to become: 402.8.11*

These design standards apply to all self-storage facilities, as defined in the Town of Gray Land Use Ordinance.

### **PURPOSE:**

The Town has set these standards in response to increased interest in development of self-storage facilities, both within the Town and in surrounding towns. This use has historically seen the installation of multiple long, single-story metal buildings, which can be visually monotonous and unattractive, detracting from the community's desired image. Variations in roofline elements and façade treatments are proposed herein to break up the scale of such buildings and add visual interest.

These standards seek to promote an aesthetically pleasing appearance for self-storage facilities, in the interest of retaining Gray's rural character, and protecting property values within the town and specifically within the districts in which the self-storage use is conditionally permitted.

Photographs and captions included herein are meant to provide visualizations of the intended design effect.

### **APPLICABILITY:**

These standards apply to all developments defined as "self-storage" use per the Gray Zoning Ordinance, presented to town staff, Staff Review Committee or Planning Board as of the effective date of these standards, and are meant to supplement the existing standards of the Gray Zoning Ordinance.

### **DESIGN ELEMENTS:**

The architectural design elements outlined below are options that can be combined to meet the stated purpose of improving the appearance of self-storage facilities, particularly by breaking up long, monotonous facades.

**Materials:** The Town recognizes that many self-storage facilities are metal buildings with metal roofs. For complementary architectural design elements to such buildings, such as the façade treatments listed below, a traditional Northern New England appearance is preferred, such as brick, clapboard and shingles. Contemporary materials with similar appearance, such as veneers, composites, vinyl and dyed concrete can be used to achieve this end on all or part of metal buildings.

**Roofs:** Pitched roofs are required, with a minimal pitch of at least 5/12. Buildings with projecting rooflines should be designed to create strong patterns of shade and shadow.

**Façade treatments:** Blank, unadorned or unscreened walls facing public roads, residential neighborhoods, or the front or side of abutting properties should be avoided. In addition to landscape buffering, façade treatments such as those listed below should be added to provide depth and visual interest on extended walls.

- wall plane projections and recesses,
- roof elevation variations,
- Faux windows, with or without shutters
- Decorative lighting
- Exterior artwork (i.e., building murals)
- canopies
- variations in siding materials and orientations, such as patterns or a combination of vertical and horizontal siding
- wainscoting
- awnings
- decorative dormers



Clockwise from top: Brick façade; pitched roof with appropriate colors and stone wainscoting; decorative canopy; faux windows with stone brick façade; overhang canopy; dormer.

**Buffering:** The reviewing authority shall have the ability to require buffering and screening of self-storage facility building(s) sufficient to minimize the impact on abutting properties and any publicly maintained road from which the development is visible.

These buffers/screens can include, but are not limited to: plantings, hedges, fencing, berms, walling, and combinations thereof.

New plantings must be tolerant species of sufficient height and blend with existing vegetation, which should also be retained as buffering whenever possible. Long term, plantings must be maintained or replaced to continue to serve as buffers. Fencing should be in colors compatible with the building and with the rural image of the town.

**Colors:** Building colors should be compatible with surrounding properties, to include earth tones and neutral colors, compatible with traditional New England construction. Roof colors shall be those commonly found on residential buildings, including but not limited to brown, black, gray and green, and shall be of a dark hue.

**Lighting:** All building and site lighting must be directed downward to minimize light pollution. Lights should be aimed and shielded to avoid any light directed onto the road, sidewalks or abutting properties. Lights should be directed only onto the building or the site. Light fixtures should be considered to highlight design elements as well as illuminate entry points and improve site security.

**Solar Panels:** Fixed solar panels that are flush-mounted to the roof and/or walls, not more than 8 (eight) inches above the roof plane and/or walls of a self-storage facility building are permitted, provided that they do not significantly change the orientation/appearance of the roofline and the necessary permits are obtained. Panels that are installed at a different orientation than the roof plane, or installed/angled to be more than 8 (eight) inches above the roof plane require Planning Board review and approval with the intent of maximizing compliance with design standards.

#### **ADMINISTRATIVE PROCEDURE:**

The Planning Board shall administer these standards as part of the site plan review process for a self-storage development, per Article 10 of the Gray Zoning Ordinance. Appeals of the Planning Board's decisions are to be made according to the provisions of site plan review, 402.10.17.

		RRA	LD *	MD	BD-1	BD-2	C	VC *	VCP *	BT-1 *	BT-2 *	WH-1 *	WH-2 *	LMOD
1.	Personal Services				C	C	C	C	C	C				
2.	Planned Unit Development ‡				C	C	C	C	C	C				
3.	Places for Public Assembly, Indoor and Outdoor	C	C		C	C		P	P					
4.	Private Assembly				C	C	C	C	C					
5.	Private Landing Strips for Personal Aircraft ‡	C			C	C								
6.	Public Utilities	C	C	C	C	C	C	C	C	C	C	C	C	
7.	Redemption Center						C			C			P	
8.	Registered Caregiver*				C	C	C	C						
9.	Registered Caregiver Cultivation Area*				C	C	C	C						
10.	Repair Service				P	P	C	P	P		C		C	
11.	Research Facility				C	C		C	C					
12.	Residential Open Space Subdivisions	P	P	P										
13.	Restaurant				P	P	C	P	P	C	C			
14.	Retail Trade				P	P	C	P	P	C	C		C	
15.	School	P	P	P		C	C	C	C	C	C		C	
16.	Self-Storage Facility				Ⓞ	Ⓞ	Ⓞ			Ⓞ				Ⓞ
17.	Single-Family Dwelling	P	P	P	P	P	P	P	P	P	P	P	P	
18.	Similar Uses	C	C	C	C	C	C	C	C	C	C	C	C	
19.	Tavern					C	C	C	C					
20.	Trucking Terminal				C	C								
21.	Two-Family Dwelling	P	P	P	P	P	P	P	P	P	P		P	
22.	Warehousing				P	P								P/C
23.	Wholesale Trade				C	C		P	P					
24.														

# Village Center/Village Center Proper Design Standards EXCERPTS

use of an arcade system, trellis, colonnade or other open structures.

- D. Provide Useable Open Spaces – Wherever practical, open space areas shall be grouped into useable, prominent landscaped areas so as to provide useable open space within a complex of buildings or project; however, this provision does not require that every building or project or all areas surrounding buildings to provide useable open space.
- E. Provide Outdoor Seating Areas – Buildings shall be placed in a manner that allows space for outdoor seating areas. Spaces between buildings that offer clear, useable shapes may be used for this purpose; however, this does not require that all spaces between buildings be designed for use as outdoor seating areas.

## COLOR STANDARDS

- A. Use Compatible Colors – Colors used on buildings shall be compatible with colors of the surrounding area.

## TRASH LOADING/STORAGE/PARKING AREAS

- A. Enclose Dumpsters in Attractive & Durable Enclosures – Trash and garbage containers shall be stored in an enclosure that is architecturally compatible with the project or building and which includes concrete pads or appropriately designed asphalt surfaces. Trash enclosure gates shall be constructed of durable materials that obscure view by a minimum of eighty (80) percent.

~~E.B.~~ Locate Such Service Areas Away from Abutting Residences – Non-residential buildings adjacent to residential properties shall be designed or positioned so that loading and delivery activities occur on the side of a building opposite the side facing residential property, and shall not be located within the required setback.

~~F.C.~~ Provide Loading Areas for Restaurants – Every free-standing restaurant site shall include a loading area or arrangement for other accommodations.

~~G.D.~~ Loading Docks not to be Visible from the Street – Loading docks shall not be directly visible from a public street. Complete screening matching the building design or a landscape buffer achieving eighty (80) percent screening within three (3) years shall be installed where necessary to meet this requirement.

~~H.E.~~ No Standing & Idling Trucks – Trucks are prohibited from parking and idling in maneuvering or circulation areas that are adjacent to residential properties, except for approved loading or dock areas.

~~I.F.~~ Carefully Locate & Screen Outdoor Storage Areas – Outdoor storage shall be located within approved storage areas that are permanently screened from view. Outdoor storage shall not be allowed in required parking or loading areas.

~~J.G.~~ Parking areas to be located in rear – Parking areas are to be located in the rear of the building(s) and shall not be directly visible from a public street.

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**PART 4 – RESIDENTIAL DESIGN STANDARDS AND ADMINISTRATIVE PROCEDURES**

**I. PURPOSE**

The purpose of these Design Standards for the construction of single-family residential buildings, two-family residential buildings, three-family residential buildings, accessory dwelling units, and all detached accessory structures in the Village Center (VC) and Village Center Proper (VCP) Districts is to promote the construction of such buildings in a manner that is calculated to allow for adaptive re-use of the site for either commercial or residential purposes in the future. The objective is to grant the Town of Gray increased flexibility in meeting its current goals under the Comprehensive Plan, including promoting growth in the VC and VCP districts.

**II. APPLICABILITY**

These Design Standards apply to all single-family residential buildings, two-family residential buildings, three-family residential buildings, accessory dwelling units, and all detached accessory structures newly constructed or reconstructed in the VC or VCP Districts, as well as those that have been substantially altered, repaired, or moved.

For the purposes of applicability of these standards, “substantially altered, repaired, or moved” shall mean any one or more of the following:

1. requires a building permit for construction that affects greater than fifty percent (50%) of the floor area of the existing structure
2. requires a building permit for exterior renovations which involve structural alterations to the building.

**III. AESTHETIC STANDARDS**

Newly constructed or reconstructed single-family residential buildings, two-family residential buildings, three-family residential buildings, accessory dwelling units, and all detached accessory structures in the VC or VCP Districts, as well as existing buildings (used for that purpose) and their appurtenances, which have been substantially altered, repaired or moved, shall be visually compatible with the buildings and terrain to which they are visually related and specifically with nearby and/or adjacent buildings in terms of the following factors:

A. Overall Style: The building’s architectural style shall be consistent throughout, with all sides matching or complementing the style of those with the greatest visibility from the public street(s).

1. To prevent long, visually monotonous building façades, design features shall be added to the building, such as but not limited to, wall plane projections, recesses, widows, roof elevation variations, and variations in siding materials and orientations.
2. Accessory or auxiliary structures, including garages



X:\COMMUNITY DEVELOPMENT\PLANNER\COUNCILMATERIALS\VILLAGEDESIGNSTANDARDS2023\VILLAGE CENTER DESIGN STANDARDS.2023.PARKINGUPDATE.DOCX 5

and sheds, shall be architecturally consistent with the primary structures in the use of color, material, and detailing.

**B. Relationship of Façade Materials:** The façades of a building, particularly the front façade, should be visually compatible with surrounding buildings.

1. Use of traditional wood clapboard or cedar shake siding is the basic standard. Synthetic, composite, or other siding materials are acceptable if they are substantially identical in appearance to natural materials and of equal or greater durability.



2. Brick or stone masonry is also acceptable.

a. Brick material shall be of New England character, normally red to reddish brown in color, and shall be laid with three courses in eight inches. Normal brick size shall be 2 3/8 x 3 5/8 x 7 5/8.



b. Use of economy shape, square, or elongated brick is not permitted.

c. Multi-color brick products or patterns composed of different colors of bricks are prohibited, and any pattern in the brick masonry shall be muted with all patterns composed of brick of the same color. Alternatively, bricks may be painted, provided they are painted a single, solid color.

3. Concrete block, split face block, multicolored brick, asphalt shingles, T-111, plywood, diagonal siding, industrial metal siding, standing seam metal siding, synthetic brick, and synthetic stone are prohibited; however, use of stucco is permissible.

4. Concrete block chimneys and exposed metal chimney flues on the side of the house facing the street are prohibited. Exposed metal chimney flues on the sides of houses shall be enclosed and sided with the same or similar siding as the house.

5. Full height walls surrounding porches are not permitted. Screens in the warmer months and storm windows in the cold months are permitted, this does not include installation of combination storm and screen windows.



**C. Roof Shapes and Materials:** The shape and proportion of the roof should be visually compatible with the architectural style of the building and with those of

neighboring buildings. Flat roofs are discouraged.

1. Roof forms such as gable, hipped, or slight variations are acceptable.
2. Buildings shall have a roof pitch in the ranges of 6:12 to 12:12. Porch roofs are permitted to have a pitch of 4:12 provided that the porch does not exceed 20% of the building's cumulative footprint.



3. Preferred materials are asphalt shingle, fire-treated wood shingles, natural slate, rubber, composite material made to resemble slate, and/or metal.

4. Buildings that are more than forty feet (40') in length, face a public street, and have a symmetrical gabled pitched roof are encouraged to break up the roof with multiple dormers proportioned and coordinated with the overall façade design.



5. Roof colors shall be those commonly found on residential buildings within the VC and VCP Districts, including but not limited to brown, black, grey, and green, and shall be of a dark hue.
6. Roof dormers with pitched or shed roof forms are permitted, and skylights within the roof plane are acceptable. Shed roofs that are integrated with the building form are also acceptable.
7. Exposed roof vents such as turbines or power roof ventilators are discouraged.

D. Proportionality and Placement: The building's overall size; mass in relationship to the open space around it; and door, window, porch, and balcony sizes shall be visually compatible with its site and with its neighborhood.

1. The height of the building shall be visually compatible with the heights of buildings in the neighborhood, with particular attention paid to the height of principal structures on adjacent lots, so as not to dramatically change the street's appearance or to unduly shade neighbors and/or the street.

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**Compliant:**



**Noncompliant:**



2. The rhythm of open spaces around buildings to the buildings themselves should be considered when determining visual compatibility, whether it is between buildings or between buildings and the street (setbacks).

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**Compliant:**



**Noncompliant:**



3. The size and spacing of the building's windows and doors shall be proportional and visually compatible with those of its neighbors.

**Compliant:**



**Noncompliant:**



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E. Access Features: The features of a building that allow for access to the interior shall meet certain minimal design standards that ensure both their functionality and visual compatibility with others in the neighborhood.

1. The incorporation of one, and not more than one, recognizable front door facing the street is required.

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2. Buildings shall not have more than one exterior stairway leading to a second or higher story, and the design of such exterior stairway shall be visually compatible with the design of the building as a whole and with any exterior stairways on neighboring buildings.

F. Site Features: The size, placement, and materials of walls, fences, driveways, and landscaping features should be visually compatible with the building, the property's terrain, neighboring buildings, and the terrain of abutting properties, as well as provide adequate privacy between lots.

1. Fences, if installed, shall be post-and-rail type with wood, wood composite, stone, or masonry posts with wood top and bottom rails. Infill between rails shall be vertical pickets or other patterns consistent with older residences within the district. Fences shall not exceed forty-two (42) inches in height.



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2. Preservation of existing mature trees and planting or preservation of masses of shrubs in the setback is encouraged. Landscaping should include planting of new trees and shrubs if none presently exist.



a. An effort shall be made to use indigenous species that are insect and disease resistant. Invasive species of plants are prohibited.

b. Any trees that are planted shall be a minimum of five (5') feet from the edge of the right-of-way (ROW). The mature form and height of plant materials shall be considered so they will not create unsafe conditions, such as protrusion into power lines, or blockage of pedestrians, bicyclists, or motorists' sight lines on the road.

3. The front, side, and rear yards abutting residential properties shall maintain the district boundary in its natural state to provide a buffer of at least 10 feet. When natural features (i.e., slopes, gullies, trees, shrubs, rocks) do not exist or are insufficient to provide a buffer, the developer is encouraged to landscape, or where not feasible, provide fencing or screening. The buffer shall not be expected to completely hide the building from abutting properties.



4. Site walls (retaining walls), if installed, should be a natural stone, pre-cast concrete made to resemble stone, or brick masonry. The use of other modular concrete material is not permitted for the wall face. Site walls shall not exceed forty-two (42") inches in height unless functionally necessary due to the grades existing on the property, shall be located no closer than two (2') feet from the sidewalk, and shall be constructed to allow for proper drainage.



5. All new construction and development shall be designed to minimize storm water runoff from the site in excess of the natural predevelopment conditions. Where possible, existing natural runoff control features, such as berms, swales, terraces, and wooded areas shall be retained or added in order to reduce runoff and encourage infiltration of storm waters. All storm water must be treated underground.



6. All parking for new construction and development shall be located behind the building, not visible from the street.

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#### IV. SITE LAYOUT STANDARDS

A. The location of structures and site improvements on the parcel shall be designed and built to accommodate either residential or commercial uses. The applicant/developer shall provide a conceptual scaled plan of the parcel depicting all site components necessary to practically allow the parcel to be utilized for commercial purposes including:

1. Vehicular access (ingress and egress);
2. On-site vehicular circulation;
3. Pedestrian access and internal circulation;
4. Parking layout and design;
5. ADA parking and access;

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# TOWN COUNCIL RULES

## TOWN OF GRAY RULES OF THE GRAY TOWN COUNCIL CHAPTER 602 ADOPTED ON MARCH 19, 1981

### Amendments to the Rules of the Gray Town Council

March 15, 1983	December 1, 2009
April 1, 1986	August 3, 2010
May 19, 1987	February 1, 2011
August 2, 1988	May 17, 2011
February 20, 1990	November 1, 2011
March 20, 1990	July 3, 2012
May 4, 1993	October 16, 2012
June 20, 1995	November 13, 2012
August 1995	December 4, 2012
August 6, 1996	September 17, 2013
October 1, 1996	January 7, 2014
September 15, 1998	September 1, 2015
July 6, 1999	December 6, 2016
December 5, 2000	August 1, 2017
April 17, 2001	October 3, 2017
February 19, 2002	October 1, 2019
February 18, 2003	November 12, 2019
July 1, 2003	December 3, 2019
December 20, 2005	August 4, 2020
June 05, 2007	December 6, 2022
June 17, 2008	<a href="#">REVISED – October XX, 2023</a>
August 19, 2008	
March 17, 2009	
April 7, 2009	
September 1, 2009	
September 15, 2009	

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Section 602.02 – Council Workshops and Special Meetings  
Section 602.03 – Council Meetings and Workshop Agendas  
Section 602.04 – Quorum  
Section 602.05 – Enactment Form  
Section 602.06 – Ordinance Style  
Section 602.07 – Order and Resolve Style  
Section 602.08 – Full Reading  
Section 602.09 – Yeas and Nays Taken: When  
Section 602.10 – Ordinance Effective: When  
Section 602.11 – Order and Resolves Effective  
Section 602.12 – Chair and Vice-Chair Duties  
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Section 602.14 – Breach of Council Rules or Orders  
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Section 602.16 – Social Media Platforms  
Section 602.17 – Councilor Requests for Staff Time & Legal Opinions  
Section 602.18 – *(Reserved)*  
Section 602.19 – *(Reserved)*  
Section 602.20 – Town Council, Committees & Affiliations Policy *(re-classified as a policy)*  
Section 602.21 – Section 602.49 *(Reserved)*  
Section 602.50 – Severance Clause  
  
~~\*\*\*\*\* **SEPARATE DOCUMENT – Re-classified as a separate document**~~  
~~Section 602.20 – Town Council, Committees & Affiliations Policy *(re-classified as a separate policy)*~~  
~~Section 602.42 to Section 602.49 – **(Reserved)**~~  
~~Section 602.50 – Severance Clause~~

### NOTES:

**Text formatting and page breaks will finalized when all the agreed upon deleted text and notes are removed and a finished draft created.**

**The terms “Chair” and “Chairperson” were interchangeably throughout. I chose to use the term “Chair” consistently. We can change that if the majority prefers “Chairperson”.**

**I also changed all uses of “him or her” to “their”.**

## OPERATIONAL RULES

### SECTION 602.01 - REGULAR MEETINGS

#### A. The regular meetings of the Town Council:

1. Shall be held at Henry Pennell Municipal Complex at 7:00 p.m., ~~current time~~,
2. On the first and third Tuesday of each month, except ~~that~~ in July, August and November, ~~when~~ the Town Council shall meet only once during each month on a date of their choosing.
3. When ~~said days falls~~ meeting dates fall on a holiday or ~~on~~ an election day, the regular meeting shall be held on the following Tuesday, at the same time and place.
4. The date of any regular meeting may be changed by an order or resolve passed with at least four (4) affirmative votes at a previous meeting of the Council provided; ~~however, that said~~ the change in date will still provides for two regular meetings in each month except July, August and November. ~~, provided there are enough days left in the month to do so.~~
5. In case of inclement weather or other public hazard, the Chair may decide, on the day of any regular Council meeting, to postpone that meeting by seven days; ~~later at~~ rescheduling it at the same time and place and with notification to the public by the most expedient means.

### SECTION 602.02 - COUNCIL WORKSHOPS AND SPECIAL MEETINGS

#### A. Workshops:

1. Workshop meetings, are where Town business is discussed, but not ~~to be~~ officially voted on, ~~shall and be~~ held ~~from time to time as~~ when determined necessary by the Town Council.

#### B. Special meetings:

1. May be called by the Chair.
2. In case of ~~their~~ the Chair's absence, disability or refusal, meetings may be called by three (3) or more members of the Town Council.
3. Notice of such meetings shall be served in person, or left at the residence of each member of the Town Council at least twenty-four (24) hours before the time for holding ~~said~~ the special meeting, unless all members of the Council sign a waiver of ~~said~~ notice.
4. ~~The call for said special meeting shall set forth the matter(s) to be acted upon at said meeting;~~ A written agenda must be posted in the Town Hall and on the Town's website twenty-four (24) hours before the meeting. Nothing else shall be considered at ~~such a~~ special meeting.
5. All special meetings shall comply with the Maine Freedom of Access law, 1 M.R.S.A. Sec. 406, <https://www.mainelegislature.org/legis/statutes/1/title1sec406.html>

## SECTION 602.03 – ~~COUNCIL~~ MEETING AND WORKSHOP AGENDAS, DOCUMENTATION

### A. Regular Meetings Agendas:

1. Requests to add an item to a Council meeting agenda for consideration or action shall be forwarded to the Chair or the Town Manager, at least nine (9) work-days in advance of the meeting, to allow for sufficient time to amend the agenda for public notice. Holidays/Elections may impact the cut off dates.
2. No ordinance, order or resolve, unless of an emergency nature that is expressly identified in the ordinance, order or resolve, shall be in order for action at any regular or special meeting of the Town Council unless such ordinance, order or resolve shall be filed in the office of the Town Clerk at least nine (9) work-days prior to the meeting.
3. ~~When it is anticipated there will be an unusually large volume of background materials to be submitted by proponents, or opponents of an issue, the Chairperson may require submissions to be made at least two weeks, or more in advance.~~ MOVED to C.2 below.

### B. Workshop Meeting Agendas:

No item shall be put on a workshop agenda unless at least two Councilors request it.

### C. Meeting Packets and Documentation:

1. The purpose and value of having consistent content and formatting rules is to help eliminate the confusion which comes about when a source, date(s), number of pages and status of a draft document is unclear. We have adopted the following requirements. All Town Council documents will have;
  - (a) a title.
  - (b) the date the document was created.
  - (c) the creator's name and contact information.
  - (d) Page numbers using the "Page # of # of pages" format.
  - (e) A "DRAFT" watermark or footnote on all the pages of documents to be revised.
  - (f) subsequent revisions of a document clearly identified by retaining the original create date and adding to the list of dates the date of each revision and keeping the oldest date last in the list e.g. 02/14/24, 01/08/24, 12/17/23
  - (g) When editing documents, proposed deleted text will be struck through in red, proposed additions to the text will underlined in green.
2. Agenda packets, including all written or electronic information, needed for discussion or action at a meeting, must be made public and be received by Town Councilors at least 48 hours prior to the start of any meeting. Materials received after this deadline will result in the discussion or action being tabled until the next regularly scheduled meeting. (Note: A 4/5ths vote of the Council can to over-ride any rule.)
3. When ~~it is anticipated there will be~~ an unusually large volume of background materials is expected to be submitted, ~~by proponents, or opponents of an issue,~~ the Chairperson may require submissions ~~to~~ be made at least two weeks, or more in advance.

## SECTION 602.04 – QUORUM

### A. Quorum:

1. As per Article II, Section 13, of the Town Charter, a majority of the Council shall constitute a quorum for the transaction of business.
2. The quorum and participants consist ~~solely~~ of those members physically present or attending remotely using the hybrid format. ~~together in the assembly.~~
3. At least three (3) votes shall be required for passage of any ordinance, order or resolution.
4. A smaller number may adjourn from time to time or may compel attendance of absent members.
5. At least twenty-four (24) hours-notice of the time and place of holding such adjourned meeting shall be given to all members who were not present at the meeting from which adjournment was taken.

## SECTION 602.05 – ENACTMENT FORM

### A. Enactments:

1. The Town Council shall act only by ordinance, order or resolve.
2. All ordinances, orders and resolves shall be confined to one subject, which shall be clearly expressed in the title and shall be put in writing on forms designed for that purpose in advance of the Council meeting.
3. Ordinances, orders and resolves shall ~~each be~~ contain the date created or revised and be separately numbered, ~~consecutively, by date of introduction.~~

## SECTION 602.06 – ORDINANCE STYLE

### A. The enacting style for an ordinance shall be:

1. "Be it ordained by the Town Council of the Town of Gray, Maine in Town Council assembled," followed by the proposed ordinance.

## SECTION 602.07 – ORDER AND RESOLVE STYLE

### A. In all votes of command:

1. The form of expression shall be "Ordered".

### B. All votes regarding opinions, principles, factors or purposes:

1. The form shall be "Resolved".

## SECTION 602.08 – FULL READING

### A. As per Article II, Section 14.B of the Town Charter:

1. After passage on first reading, every proposed ordinance or a summary there of shall be posted in the municipal building and on the Town's **electronic** website for at least seven (7) days prior to the next regular meeting of the Council.
2. At least one public hearing shall be held by the Council before any ordinance shall be passed, but nothing herein shall be deemed to require publication of the ordinance itself.
3. Every ordinance shall be in order for public hearing and the first reading of same but all ordinances may, at the discretion of said Council, be tabled from time to time.

## SECTION 602.09 - ~~YEAS AND NAYS TAKEN: WHEN~~ **RECORDING VOTES**

### A. The yeas and nays shall be ~~taken upon the passage of all ordinances and entered into the record of the proceedings of the Town Council by the Clerk:~~

1. The yeas and nays shall be taken on the passage of an ordinance, order or resolve when called for by any member of the Town Council.
2. ~~Every ordinance, order and resolve shall require, on final passage, the affirmative vote of at least three (3) members of the Town Council.~~ (Note: this is redundant. See Section 604.13.C.3)

## SECTION 602.10 – WHEN ORDINANCES TAKE EFFECTIVE; ~~WHEN~~

### A. No ordinance shall take effect and be in full force (except for emergencies):

1. Until thirty (30) days from and after it shall have been enacted as required by Article II, Section 14.C of the Charter.

## SECTION 602.11 – WHEN ORDERS & RESOLVES TAKE EFFECTIVE

### A. Unless a later date is expressly provided for:

1. All orders and resolves shall take effect immediately, upon passage.

## SECTION 602.12 - CHAIR AND VICE-CHAIR DUTIES

Beyond those outlined here, the Chair and Vice-Chair have no more authority or responsibility than any other Town Councilor. The Chair and/or Town Manager shall meet with the Vice Chair to review planned meeting agendas, as necessary, to ensure continuity of Town business.

### A. The Chair is to be Presiding Officer:

1. ~~The Chair shall take the Chair~~ At the time appointed for the meeting,

2. Call the members to order,
3. Caused the roll to be called and,
4. If a quorum be present, call for the approval of the minutes of the preceding meeting as presented and proceed to business.
5. Shall conduct the meetings in a manner as described below and shall be the arbiter in all matters of meeting protocols, subject to a vote of the full Council.

**B. The Chair shall preserve decorum and order. The Chair may;**

1. Speak to points of order raised during the meeting ~~in performances of other members~~ and shall decide all questions or order, subject to appeal of ~~the Council~~ a Councilor when a by motion is made and regularly seconded. ~~and~~ No other business shall be in order until the question on appeal is decided.
2. Rule any person out of order and require a speaker to take their seat.
3. Eject any person from the meeting place who, after being ruled out of order, remains disorderly.
4. In the case of disorder, declare the meeting recessed until order is restored. In the event of a serious disorder or emergency, declare the assembly adjourned to some other time (and place if necessary), if it is impracticable to take a vote, or in ~~his or her~~ their opinion, dangerous to delay for a vote.

**C. Declaration of Votes:**

1. The Chair ~~person~~ shall declare all votes, but if any member questions a vote, the Chair ~~person~~ shall cause a recount of the members voting in the affirmative and in the negative without debate.

**D. Vice-Chair Responsibilities:**

1. The Vice Chair will assume the role and responsibilities of the Chair whenever the Chair is absent or unable to fulfill their role.

**SECTION 602.13 RULES OF DEBATE**

All Town Councilors shall conduct themselves such as to serve as role models of leadership and civility to the community, as well as acting in such ways as to inspire public confidence in the municipal government they represent. Councilors shall accord the utmost courtesy to each other, Town employees, and to the Public ~~members~~ appearing before the Town Council. Councilors shall refrain at all times from rude and derogatory remarks, reflections as to integrity of others, abusive comments, and statements regarding motives and personalities.

Members of the Public and Town Staff attending Town Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the Town Council.

**A. To make a motion:**

1. The Chair ~~person~~ shall request from Council members a motion to place a topic on the floor for discussion and subsequent action (any ordinances, orders, or resolves).

2. Any ordinance, order, or resolve must be moved and seconded to be discussed or acted upon.
3. If the Chairperson receives no motion or second from a member, the Chairperson may make the motion or second the motion, provided that no member of the Council may second their own motion.
4. The Chairperson shall consider a motion to adjourn as always in order except on immediate repetition.
5. A motion to adjourn, lay on the table, or to take from the table, shall be decided without debate.
6. Any member voting in the majority, or in the negative in a tie vote, may make a motion to reconsider, provided that the motion is made at the same, or the next scheduled meeting.
7. Motions for the Previous Question (to close debate) shall be handled according to the edition of Robert's Rules of Order, most recent edition, currently in use.
8. Any motion shall be reduced to writing if directed by the Chairperson.
9. For the purposes of interpreting rules of order, a Council "session" lasts from the first Council meeting after each June election through the last Council meeting before the next June election. The general rule of order against renewal of motion during the same session applies to this period unless 4/5ths of the Councils votes in favor of revisiting the issue.

#### **B. When a question is under debate:**

1. The Chairperson shall receive no motion but to,
  - (a) ~~To~~ adjourn.
  - (b) ~~To lay on the~~ table.
  - (c) ~~For~~ revisit the previous question.
  - (d) ~~To~~ postpone to a date certain.
  - (e) ~~To~~ refer to committee, administrative official, or legal representative.
  - (f) ~~To~~ amend.
  - (g) ~~To~~ divide the question in wording for separate debate.
2. Every Councilor shall have the opportunity to speak to an issue once, prior to any ~~one~~ Councilor being allowed to contribute a second time.
3. Public members wishing to address the Council shall raise their hand;
  - (a) and wait to be recognized by the Chairperson,
  - (b) when recognized, proceed to the podium give state their name and address and sign in on a roster provided for that purpose before speaking. \*\*
4. No person speaking may be interrupted, except by the Chair, or to raise a point of order, or to correct an error.

**\*\* The Council strongly recommends that all Town standing or special committees adopt a similar, sign-in rule.**

#### **C. Voting:**

1. A simple majority vote shall approve all motions for orders, ordinances, and resolves.

2. All members present shall be required to vote on all questions put forth, except that any member may ask to be excused from voting, for good cause shown, by notifying the Chair~~person~~ prior to the vote.
3. No Council Rule may be amended or repealed unless at least seven (7) days prior notice is given, and the proposed changes as they will appear in the amended document shall be made available for public review, and approved by at least four fifths (4/5) of the members voting in the affirmative.
4. ~~Council Rules may not be dispensed with or suspended unless at least four fifths (4/5) of the members consent thereto.~~ (Note: this is redundant. See Section 604.13.C.3)

**D. Parliamentary procedure:**

1. if a question or situation arises that is not addressed in the Town Charter or ordinances, or these Rules, the Chair~~person~~ shall refer to version of Robert's Rules of Order, ~~most recent edition currently in use,~~ to resolve the matter, ~~subject to a vote of the full Town Council then present and voting.~~

**SECTION 602.14 – BREACH OF COUNCIL RULES OR ORDERS**

**A. When any member shall be guilty of a breach of any of the rules or orders of the Council:**

1. On a motion passed by the rest of the Council, they be required to make satisfaction therefor and shall not be allowed to vote, or speak, ~~except by way of excuse,~~ until they have done so. (Note: I think this rule could be rewritten without the leagalese.)

**SECTION 602.15 – STANDING AND SPECIAL COMMITTEES**

**A. The Council shall create standing committees required by law and may create committees deemed necessary:**

1. A separate list of both types of committees shall be maintained by the Town Manager, or their designee, separate from the Town Council rules. ~~and kept up to date by him/her.~~
2. Amendments to ~~such~~ this list may be made by the Town Council, ~~from time to time,~~ and any such amendment(s) to the list shall only require a majority vote.

**SECTION 602.16 – SOCIAL MEDIA PLATFORMS**

Recognizing that citizens and the public increasingly gather information through social media sites, Councilors may find it beneficial to use ~~such~~ these platforms to enhance their communication with constituents. If Councilors choose to use social media platforms for communication, it should be noted the Maine Freedom of Access Act (FOAA) requirements would apply to content involving the conduct of government (i.e., Town) business on those platforms.

**A. To ensure compliance and clarify communications, Councilors agree to the following:**

1. Councilors who choose to use social media for the purpose of communicating with constituents as a Councilor will create a Council-specific account to segregate Town Business content from personal communications and will label the account as such.
2. Councilor social media accounts shall be used for purposes of disseminating information and engaging with residents. The content of such accounts and pages shall be limited to general communication regarding Town business and may either report Town Council votes and actions as reflected in the minutes of Town Council meetings or may communicate items that are included on the Town Council agenda. In no event shall social media accounts be utilized for official actions, decisions or meetings, all of which shall occur at Town Council meetings as required by the FOAA.
3. When posting content to Council specific accounts, Councilors should take care to identify when stating a personal opinion versus an opinion that is reflective of the Council as a whole. All content on the Council account should be limited to Council-related duties and activities and Town business and shall not include personal content
4. The following disclaimer should be posted on the Council specific account: The content on this account including comments and replies to comments, may be considered public records, and may therefore be subject to public record requests for review and copying under Maine's Freedom of Access Act (Title 1, Sections 401-521 of the Maine Revised Statutes).
5. Council accounts shall be limited to posting content on the Councilor's page or responding to content on that page and shall not be used to "like" or comment on other users' posts or comments outside of the Council specific page.
6. Councilors shall be required to preserve access to accounts such that a copy of all content remains available for inspection or copying upon request as required under FOAA and shall comply with any request from the Town's public access officer to provide the same within a timely manner.
7. Councilors are responsible to understand what information is considered confidential under the FOAA and shall not post any such confidential information on social media.

Councilors shall not engage with one another on social media in a manner that would be considered a public meeting without notice, i.e., the discussion of Town business by three or more Councilors without advanced notice and opportunity for the public to attend.

**SECTION 602.17 – ~~COUNCIL~~ REQUESTS FOR STAFF TIME & LEGAL OPINIONS**

Councilor requests for information may require significant involvement from Town Staff or the Town's legal team in order to be resolved. Requests will be evaluated as follows:

**A. When ~~it will involve~~ a request requires more than one (1) hour, ~~requests will be resolved as follows:~~**

1. The Town Manager will determine if requests for staff or legal team time to research

questions, generate reports or gather data will make it difficult or expensive to complete current assignments.

2. If the Manager declines a Councilor's request, the Councilor may ask the Chair to determine if the majority of Councilors support their request.
3. The Chair must allow enough discussion to clarify a request. If there is not enough time in the agenda for a discussion and vote, the Chair will schedule the discussion and vote for the next available meeting.
4. The Chair will conduct a poll to determine the Council's support.
5. If the majority of Councilors do not support the request, the request fails.

**B. A request that fails may be brought up at a future meeting and discussed again if the Chair agrees new information has become available making reconsideration appropriate.**

## II. COMMITTEES

Section II. Committees has been removed from the Town of Gray Council Rules.

### 602.42TO SECTION 602.49 – (RESERVED)

### SECTION 602.50 - SEVERANCE CLAUSE

- A. Whenever there is a conflict** between the language contained in these Rules and that of the State statutes, the Town Charter or Ordinances, the Town Charter or Ordinance shall prevail except where the State statute is intended to control.



**MB Contracting**

P.O. Box 73

Cumberland, ME 04021 US

(207)653-7367

[Mbcontracting207@gmail.com](mailto:Mbcontracting207@gmail.com)

**Town of Gray**

Gray Town Office

24 Main Street

Gray, ME 04039

**Plowing/Sanding proposal**

2021-2022

2022-2023

## **Contract 1 Proposal (6.622 miles)**

MB Contracting is proposing the plowing/sanding of the roads listed in "Exhibit B" on the town's website. Under contract number 1 we propose to plow/sand the 6.622 miles for the 2021-2022 winter season for \$4,740.00 per center lane mile. We propose plowing/sanding of the 6.622 miles for the 2022-2023 winter season for \$4,881.00 per center lane mile.

Prices from above:

2021-2022 Winter Season: \$4,740.00 per center lane mile

2022-2023 Winter Season: \$4,881.00 per center lane mile

2021-2022 Contract Total: \$31,388.28

Payment Schedule:

- 12/15/2021: \$6,277.65
- 1/15/2022: \$6,277.65
- 2/15/2022: \$6,277.65
- 3/15/2022: \$6,277.65
- 4/15/2022: \$6,277.65

2022-2023 Contract Total: \$32,321.98

Payment Schedule

- 12/15/2022: \$6,464.39
- 1/15/2023: \$6,464.39
- 2/15/2023: \$6,464.39
- 3/15/2023: \$6,464.39
- 4/15/2023: \$6,464.39

MB Contracting is agreeable to the contractors' specifications listed under "Exhibit A" on the town of grays website. Insurance Certificates will be presented to the town of gray within 10 business days of winning the contract

## **Contract 2 Proposal (6.987 miles)**

MB Contracting is proposing the plowing/sanding of the roads listed in "Exhibit B" on the town's website. Under contract number 2 we propose to plow/sand the 6.987 miles for the 2021-2022 winter season for \$4,740.00 per center lane mile. We propose plowing/sanding of the 6.987 miles for the 2022-2023 winter season for \$4,881.00 per center lane mile.

Prices from above:

2021-2022 Winter Season: \$4,740.00 per center lane mile

2022-2023 Winter Season: \$4,881.00 per center lane mile

2021-2022 Contract Total: \$33,118.38

Payment Schedule:

- 12/15/2021: \$6,623.67
- 1/15/2022: \$6,623.67
- 2/15/2022: \$6,623.67
- 3/15/2022: \$6,623.67
- 4/15/2022: \$6,623.67

2022-2023 Contract Total: \$34,103.54

Payment Schedule

- 12/15/2022: \$6,820.70
- 1/15/2023: \$6,820.70
- 2/15/2023: \$6,820.70
- 3/15/2023: \$6,820.70
- 4/15/2023: \$6,820.70

MB Contracting is agreeable to the contractors' specifications listed under "Exhibit A" on the town of grays website. Insurance Certificates will be presented to the town of gray within 10 business days of winning the contract

## Optional Year

As of 6/4/2023 the total mileage(that was plowed last year) was 14.436 miles(this is the total between both contracts that we plow). Based on that number, MB Contracting proposes an increase to \$5,900.00 per centerline mile for the 2023-2024 plowing season. If this mileage increases before or during the plowing season then the totals below will be adjusted as necessary.

The total for the 2023-2024 plowing season will be \$85,172.40. This amount is to be paid in five increments of:

- December 15, 2023 \$17,034.48
- January 15, 2024 \$17,034.48
- February 15, 2024 \$17,034.48
- March 15, 2024 \$17,034.48
- April 15, 2024 \$17,034.48

## Note

- MB Contracting equipment list attached below

By accepting this quote, you agree to have MB Contracting perform the work at the price listed above. Customer agrees to the terms listed in this proposal.

## Contract 1

Accepted BY: \_\_\_\_\_

Title: \_\_\_\_\_

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

MB Contracting: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Contract 2**

Accepted BY: \_\_\_\_\_

Title: \_\_\_\_\_

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

MB Contracting: \_\_\_\_\_

Title: \_\_\_\_\_

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

Optional Year

Accepted BY: \_\_\_\_\_

Title: \_\_\_\_\_

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

MB Contracting: \_\_\_\_\_

Title: \_\_\_\_\_

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

**MB Contracting Equipment List**

- 2020 Silverado 4500 dump body
  - 10'6" Fisher XV2 plow
  - 2.5y fisher poly caster sander
  - 4WD

- **2021 Silverado 5500 dump body**
  - 10'6" Fisher XV2 plow
  - 4WD
- **2019 Silverado 2500**
  - 8'6" XV2 plow
  - 4WD
- **2017 Silverado 2500 with plow and sander**
- **2021 Silverado 2500 with plow**
- **2023 Silverado 6500 with plow and sander**
- **2023 CAT 914 Loader**
- **2021 CAT 305 Excavator**
- **2021 CAT 289 Skid steer**
  - 8' snow box
  - 84" high flow snowblower
  - 1.5y bucket
- **Will purchase wing for truck if contracts are won**

## **Sample wording for Town of Gray to join the MainePERS Consolidated Participating Local District Plan**

To see if the Town of Gray will vote to join the Maine Public Employees Retirement System (MainePERS) as a Participating Local District effective **July 1, 2023**, and:

- a.) To offer Special Plan 3C to its **full-time firefighters who regularly work at least 40 hours per week, 52 weeks per year, and to its fire chief effective July 1, 2023**; and
- b.) To exclude **all other employees and appointed officials, including part-time, seasonal and temporary employees, and all elected officials** from participating in MainePERS; and
- c.) To allow its eligible employees who are employed by the Town on **July 1, 2023**, who elect to join MainePERS, the option to purchase prior service upon the employee's full payment of all associated costs. The Town will not participate in the purchase of prior service and so employees who wish to purchase prior service are responsible for paying the full liability associated with this service; and
- d.) To adopt the provisions of 5 M.R.S. §18252-C as enacted by PL 2021, Chapter 286 as allowed by MainePERS Rule Chapter 803 for its non-participating employees with optional membership who previously declined to participate in MainePERS ("eligible employees") and to comply with the following requirements:
  - i. Beginning in **2023**, to annually offer eligible employees who have been employed for less than 5 years the opportunity to join MainePERS on a prospective basis during an open enrollment period from September 1<sup>st</sup> through November 1<sup>st</sup> and to provide MainePERS with documentation of each election made by eligible employees under this provision: and
  - ii. To withhold employee contributions for employees who join under this provision on an after-tax basis and to remit them to MainePERS; and
- e.) To authorize **NAME, Town Manager or Town Council Chair** to sign the agreement between the Town and the Maine Public Employees Retirement System.

Motion approved as written.

**TOWN OF GRAY, MAINE  
IN TOWN COUNCIL**

**Order Authorizing Town to Join MainePers  
Consolidated Participating Local District Plan**

**WHEREAS**, the Town authorized an amount of \$80,522.00 as part of the Public Safety Pay & Benefits Retirement expense line for the Fiscal Year 2024 budget by vote during a Town Meeting duly called and held on September 9, 2023;

**WHEREAS**, pursuant to such Town Meeting authorization, the Town desires to join the Maine Public Employees Retirement System (MainePERS) as a Participating Local District effective October 2, 2023, and;

**THEREFORE, BE IT ORDERED** by the Town Council of the Town of Gray as follows:

1. It is the intent of the Town Council that this Order shall constitute the Town’s declaration of intent to offer Special Plan 3C to its full-time firefighters who regularly work at least 42 hours per week, 52 weeks per year, and to its fire chiefs effective October 1, 2023;
2. To exclude all other employees and appointed officials, including part-time, seasonal and temporary employees, and all elected officials from participating in MainePERS; and
3. To allow its eligible employees who are employed by the Town on October 1, 2023, who elect to join MainePERS, the option to purchase prior service upon the employee’s full payment of all associated costs. The Town will not participate in the purchase of prior service and so employees who wish to purchase prior service are responsible for paying the full liability associated with this service; and
4. To authorize Joshua Tiffany, Interim Town Manager to sign the agreement between the Town and the Maine Public Employees Retirement System.

Adopted this 19<sup>th</sup> day of September, 2023 by the Municipal Officers of Gray, Maine:

\_\_\_\_\_  
Krista Chappell, Chair

\_\_\_\_\_  
Matthew Hight

\_\_\_\_\_  
Anne Gass

\_\_\_\_\_  
Dan Maguire

\_\_\_\_\_  
Martin Meaney

To: The Gray Town Council  
From: Mitchell Berkowitz, Consultant  
Re: Proposal to the Gray Town Council-Coordinate the Town Manager Hiring Process  
Date: September 13, 2023

=====  
This proposal has been developed for the benefit of the Gray Town Council as it progresses through the hiring process for their next Town Manager. I have developed this proposal with the understanding that the Town Council wishes to engage the services of an experienced consultant in these matters and that the Council will utilize these guiding services which have been successful in my previous engagements in assisting towns in Maine and New Hampshire.

The process I propose is as follows and is subject to your review and approval:

**Phase I-** Meet with the Town Council and determine if any staff and or citizens will be involved at this level. I have had that level of involvement in the successful hiring of a town manager. Develop your list of key goals and objectives for the next 2-5 years and what your priorities are. These are then articulated in process and position description. Discuss the complete compensation packages which includes benefits and termination elements. These are included in a draft contract which the Council would first agree to and then have your town attorney affirm with any recommendations. The ranges of compensation and benefits may be somewhat enhanced due to the position and the Contract would also articulate the terms of separation from employment.

From the key points above, a position description will be developed as your policy and becomes a key element to any hiring. It also allows for the development of the advertisement(s) that you approve. Once affirmed, we move to Phase II.

**Phase II-** Council will confirm the geographical area for placing the advertisements and notices. In prior hiring efforts we used outlets in Maine, New Hampshire, Vermont and Massachusetts as well as the I.C.M.A. position posting. We would also use Gray's Web page for the announcement. The charges were in the range of \$2,000- \$2,500 using a 2.5" X 2.5" ad. Invoices were made directly to the Town who then paid the balance due without any markup. If there are other target areas the Council wants to consider, this would be the time to affirm such. We have had mixed results using "Indeed" or similar websites.

**Phase III-** Once we have a reasonable number of responses (letters of interest with work history and other key information including the applicant's approval for a background check) the Council and Consultant will set an executive session workshop and review each application and prioritize them. From that point we can go out with another advertising segment or invite those applicants you want to provide the first interview or do both simultaneously.

**Phase IV-** As your consultant, I will prepare the first round of questions and provide them to you as a draft. We make the necessary changes and then conduct the interview(s) accordingly. This allows the Council the time to review the results of the interviews and determine if there are any candidates that should go to the second round of interviews (and possibly issue another round of advertisements)

**Phase V-** If you decide we have a viable candidates list, we can move to the second round of interviews, again with questions developed to probe further into a candidate's experience, work, successes and failures. I would prepare the next round of questions for your review and revision. They will focus on skills, experience, personality, style of management and how they fit into your government environment.

During Phases IV and V, I would also send prepared letters to those who you are no longer wishing to entertain for the position. These can be sent when you are satisfied that the individual is no longer a viable candidate for Gray.

**Phase VI-** If you get the candidate you are seeking, the next steps would be to make sure we are in agreement with any offers being made. In all of the prior communities, I had been asked to first meet and discuss with the top candidate the variables and attempt to frame out the elements of the contract which must be first approved by the Council and then upon review by your town attorney. This could also be a meeting with that candidate and the Council to verbally agree on the key elements leaving the wordsmithing to myself, the chair and your attorney.

Once all parties are in agreement, a formal contract signing should be conducted, time frames for that candidate to notify their current employer and a start date for your new town manager established. Letters to all of the other candidates and applicants would go out and at the same time a press release from the Chair to the community would be made. It would be up to the Council as to whether you want to have a "Meet and Greet" event for the finalist and the staff and community.

My work will then be to turn over to you the complete file of applicants, correspondence and other relevant information for HR to retain. Upon completion of that and any other assignment you direct to me, my work would be done and my final invoice tendered.

#### **Consultant's Compensation:**

I would be your contract employee. I receive \$60.00 per hour and will turn in a weekly invoice reflecting the dates and work accomplished. If I must travel on your behalf I get the IRS rate plus tolls and only charge \$30.00 per travel hour. The proposed contract I use is attached for your review. As your employee, I must give you at least five (5) day's notice that I am terminating the agreement while you have the opportunity to terminate me within 48 hours without cause so long as you have paid me the hours worked up to the termination date. While I would be covered by your Worker's Compensation Insurance and the liability coverage you

provide any employee of the Town, I do not get any other benefits. As indicated above, all costs for advertising are billed directly to the Town. Upon a mutually executed contract, I would begin the work as outlined above and work directly with your Interim Town Manager and your Council Chair.

If I can answer any questions please do not hesitate to contact me at 207-751-6293.

Thank you for the opportunity to work with you. I have worked in ten (10) previous communities since my retirement in 2014 and I look forward to being able to assist you.

Cordially,



Mitchell A. Berkowitz (Ret.)

Enc. Proposed Employment Agreement

Estimated Expenses:

Hours to complete all phases- 60-75 hours depending upon the Council's request for my attendance and additional changes to the work products in the process: \$3600-\$4500. Any hours over 75 shall be billed as incurred weekly.

Each round of advertisements as represented in phases II and III run between \$2,000 and \$2500. If done in two rounds that would be about \$5,000.

Low end cost \$5,600 and high end cost \$9,500.

Town of Gray Maine- Employment Agreement  
As  
Consultant to hire the Town Manager

THIS AGREEMENT is made and entered into this the Xth day of September, 2023 between the TOWN of Gray Maine (hereinafter called the TOWN) and Mitchell A. Berkowitz (hereinafter called the Consultant) pursuant to these terms and conditions:

- A. WHEREAS the Town wishes to employ the services of Mitchell A. Berkowitz as a Consultant to act as the Consultant for the hiring process for the position of Town Manager for the TOWN; and
- B. WHEREAS the TOWN and Consultant desire to provide for certain procedures, benefits and requirements regarding the contract for the employment of Consultant by the TOWN; and
- C. WHEREAS, Consultant wishes to accept a contract for employment to assist in the Town Council until the Town Manager begins their work for the Town, and;
- D. WHEREAS, Consultant will act in the capacity of hiring Consultant to the Town Council for the position of Town Manager for said TOWN under the terms and conditions stated herein and comply with the prevailing statutes authorizing a town manager.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the TOWN and Consultant agree to the following:

1. DUTIES — TOWN agrees to engage the services of Mitchell A. Berkowitz as the Consultant, to perform all tasks, duties as specified by law and ordinance, and to perform such other proper duties necessary to assist the Town Council in the hiring of the Town of Gray's next Town Manager. The work week of the Consultant will be such that work is accomplished in a timely and accurate manner. Completion of work would continue at the Consultant's home. Consultant will adjust the weekly schedule to assure his attendance at Council meetings and workshops as needed or requested by the Council Chair. He will work remotely and be available to the Town's Interim Town Manager as needed. The parties recognize that the initial period may require additional hours of work and that the Consultant may alter the above schedule to meet the then needs of the Town. The Consultant shall attend Council meetings and workshops, and as needed at the Town Offices and for other days as may be needed, but not full time. The intent is to focus on the hiring elements for the position of Town Manager. Further and by mutual agreement, the Consultant will work from home utilizing electronic communications between the Town Offices and his home computer as needed by the Town. In addition, the Consultant will attend the Council workshops as well as attend special meetings only if requested to do so. The Council

through its Chair shall have the authority for such approvals of changes in the work schedule as needed.

The Consultant shall organize and assist the Council through the hiring process for their next town manager. All advertisements and costs associated with this hiring process shall be covered by the Town of Gray. The Consultant himself cannot be a candidate for the position.

2. COMPENSATION — TOWN agrees to pay Consultant at a salary rate of \$60.00 per hour as part of their regular payroll and subject to payroll taxes. The Consultant shall keep the Council Chair informed of his work, progress and of events that are being addressed. In addition, the TOWN agrees to reimburse the Consultant as prescribed below:

- a) The TOWN shall reimburse the Consultant at the prevailing IRS mileage travel rate in addition to tolls and parking fees, if incurred, while doing the Town's business. This includes the travel time to and from the Town of Gray Maine to his home in Gray or lodging. Travel time during the normal course of work or for travel time to attend meetings or town related functions that he is asked to attend shall be at the regular hourly rate. Mileage Reimbursements shall not be included in the standard payroll check.
- b) The Town agrees to cover the actual cost for any overnight lodging when performing the work on behalf of the TOWN as authorized by the Council Chair. When at the office, regular meals shall not be reimbursed unless it is of a "business nature" for the TOWN.
- c) The Town recognizes that the Consultant may also work from home at times other than the regularly scheduled days in order to complete the hiring process work in a timely fashion as well as manage telephone and electronic communications from his home. Such work shall be recorded and submitted to the payroll officer and is subject to review at any time by the Council Chair and is considered part of the regular compensation of the Consultant. The Consultant shall submit their payroll request each payroll period. The TOWN shall provide the Consultant with coverage under the Maine workers Compensation Act, general liability coverage including acts of errors and omissions as well as bond insurance when the Consultant is working on behalf of the TOWN and during the term of this Agreement.
- d) The Consultant agrees that the TOWN shall not provide the Consultant with other regular benefits unless otherwise listed herein. NONE
- e) The Town and the Consultant agree if unexpected expenses arise, they will work together to assure an appropriate resolution.

- f) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Consultant to terminate this Agreement after providing the TOWN with a five (5) calendar day written notice of termination of this Agreement.
- g) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the TOWN to terminate this Agreement after providing the Consultant with a two (2) calendar day written notice of such termination. Termination may be without cause. The only remuneration entitled to the Consultant would be for the hours worked but not yet billed for.
- h) This agreement shall be for the period of September X, 2023 through December 30, 2023.
- i) This Agreement may be amended and extended at any time only by a written amendment duly executed by both parties.
- j) If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- k) No term or provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making the waiver. The subject headings of the Sections of this Agreement are included for the purpose of convenience only and shall in no way affect the meaning, construction or interpretation of any provision of this Agreement.
- l) In addition to paragraphs 1 & 2 above, the purpose of this Agreement is to assure the TOWN that they have the services of the Consultant in place and that the TOWN has agreed to hire a full time Town Manager with the expectation of having that position filled by the newly hired person on or about January 1, 2024 or earlier.

It is the desire of the Consultant to continue to work until the end of contractual period above. Should the hired Town Manager fail to be sworn in before January 1, 2024 and the Consultant is requested to remain, the parties agree to first meet and discuss the changes to this Agreement before that deadline.

The employment of the Consultant may be terminated as indicated in 2.L. above provided all compensation and reimbursements are paid for any hours worked following the notice of termination. This Agreement may be extended by mutual agreement of the parties. The Consultant agrees to turn over to the Town any Town equipment and work products whether completed or in the process of being completed, at the time the last contractual

payment is made to the Consultant. Further, any electronic connection between the Town's computer and the Consultant shall be terminated (if one is established).

M) This Agreement may be converted/amended at any time so that Consultant may continue as the Town Council's Consultant, only by mutual agreement of the parties to this Agreement. The Terms and Conditions herein shall remain as is, unless both parties agree to any amendments, deletions or additions.

This Agreement is for the provision of professional administrative hiring services to the TOWN of Gray Maine and that upon conclusion of the contract work, there shall be no residual benefits provided except where mutually agreed to in writing.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have, in good faith, executed this Agreement the day and year written below:

On Behalf of the Town of Gray Maine  
Town Council by its Chair:

\_\_\_\_\_

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

Mitchell A. Berkowitz, Consultant



Date: September X, 2023

\_\_\_\_\_

Witness



August 28, 2023

Krista Chappell, Chair  
Gray Town Council  
Henry Pennell Municipal Complex  
24 Main Street  
Gray, Maine 04039

Dear Chair Chappell,

Eaton Peabody Consulting Group, LLC (EPCG) is pleased to submit the following proposal to assist the Town of Gray in hiring its new Town Manager.

## Introduction

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Eaton Peabody Consulting Group, located in Augusta Maine, is a multi-disciplined consulting team providing services in the areas of Municipal Management, Business Development, Community Assistance, and Governmental Affairs. EPCG has the expertise to provide direct assistance at the municipal, regional, and state levels throughout Maine, Atlantic Canada, and New England.

Don Gerrish leads EPCG's Municipal Management services team. They have successfully completed over 60 executive searches in the last 13 years. The Municipal Services provided are geared toward assisting communities/associations who are in transition, and our Consultants can provide assistance in:

- Staff replacements, such as municipal manager/director recruitment
- Assisting communities in reorganization efforts
- Ethics Evaluations
- Labor and Contract Negotiations
- Assessing critical financial Issues
- Personnel Evaluations
- Organizational Assessment and Development
- RFQ/RFP Design and Support
- Conflict Resolution
- Board and Council Assistance

EPCG believes that for a successful Town Manager search all participants must make a commitment to an agreed upon timeline and process and actively participate. The agreed upon process ensures that everyone is committed to finding the best candidate for the position that

meets the desired qualifications, experience and education and, just as important, is the right fit for the Town . We also believe that citizens and staff should be included in the process by inviting them to contribute their ideas on what they feel are important qualities to consider for the next Town Manager . This information gathered will be shared with citizens, staff, candidates and the Town Council. Our goal is to help develop a successful process with the Town Council using our experience and knowledge of the recruitment process, as well as our contacts in the industry, to provide Gray with a high level of satisfaction that an effective process was utilized to find the best candidate for the position.

## Approach

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Don Gerrish will lead the Town Manager search. The search process would include the following:

- developing an overall recruitment strategy and process with the Town Council;
- assisting the Town Council in determining the essential skills and experiences required for its next Town Manager to assist with the issues and challenges facing Gray;
- determining, with the Town Council, the process and timeline that will be used in the search and who else, if anyone, will be included in the actual interviews;
- developing a format that allows citizens and employees to have input into the personal characteristics, education, traits, and experience that the new Town Manager should possess;
- preparing a draft employment advertisement for review by the Town Council;
- determining, with the Town Council where and in what media to advertise (i.e. nationally, regionally, locally, internet and/or newspapers);
- receiving and reviewing all applications, including performing initial investigation of the applicants, preparing information packets on all applicants, and assisting the Town Council regarding suitable applicants to interview;
- scheduling all interviews, assisting with suggested questions, and participating in the interviews as an observer;
- after the Town Council has selected the finalist(s), do complete background checks on the top candidate(s) and scheduling second interviews and providing questions if necessary;
- being available to answer any questions and assist the Town Council in its evaluations and selection; and
- assisting in contract negotiations for the terms of employment with the selected candidate, if requested by the Town Council.

## Related Experience

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Don Gerrish, retired from municipal government in 2008 after a successful 38 year career in managing a number of Maine communities including Gorham and Brunswick, Maine. He has worked for EPCG since October of 2009 heading up their Municipal Management Services Team. He has successfully assisted the Towns/Cities of Wiscasset (2), Greenville, Corinth, Orono, Arundel (2), Bowdoinham, Poland(3), Old Town, Damariscotta (2), Bucksport, Kittery(2), Rockland, Auburn, Freeport, Howland(2), Lisbon, Castine, Bar Harbor, Biddeford, Ellsworth, Hampden (2), Cape Elizabeth, South Portland, Gorham, Ogunquit, Standish, Lincoln , Boothbay

Harbor, Thomaston, Windham, Gray, Casco, Farmington, Millinockett, Sabattus, Gardiner, Vinalhaven, Sagadahoc County, Hancock County, Kennebec County, Wells, New Gloucester, Vinalhaven, Bristol, Winterport, Vassalboro, Waterville and Limestone with their Manager searches. He also assisted the Town of Kittery with their Police Chief search. While assisting Wiscasset, Bowdoinham, Poland, Damariscotta, Auburn, South Portland, Ogunquit, Windham and Casco he was also their interim Town/City Manager. He served as Interim General Manager of Portland Metro and assisted in their General Manager search. Mr. Gerrish has also done a number of workshops for the City Councils of Bangor, Lisbon, and Gray on Manager and Council relations. Please feel free to contact any of these communities for a reference.

Mr. Gerrish also successfully completed the search for a new Executive Director for the Maine Municipal Bond Bank and Maine Health and Higher Education Facilities Authority, General Manager of the Greater Portland Transit District (METRO), Finance Director for the City of Portland, Executive Director of the Greater Portland Council of Governments, Executive Director of the Presque Isle Industrial Council, General Manager of the Kennebunk Light and Power District.

A copy of Don Gerrish's resume is attached.

## **Rates and Fees**

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EPCG professional services will be provided for a fee of \$7500, plus reimbursement of direct expenses such as mileage, printing, advertising expenses, and other reasonable expenses incurred. This particularly relates to any expenses related to attracting the candidates. Any and all candidate expenses agreed to by the Town are the sole responsibility of the Town of Gray.

It is estimated that the process will take 2-3 months to have a new Town Manager named. A draft timeline for the search is attached for information purposes. The starting date will depend on the employment of the selected candidate, but it is not uncommon for the candidate to need 30-45 days before starting. The exact process and timetable for the search will be developed with the Town Council.

We are excited about the prospect of again working with the Town of Gray and welcome the opportunity to meet with the Town Council to discuss this proposal. Please contact me with any questions you may have. I may be reached at 207-751-6828 or via email at [dgerrish@eatonpeabody.com](mailto:dgerrish@eatonpeabody.com),

Thank you for the opportunity to submit this proposal.

Sincerely,

Don

Don Gerrish  
Municipal Consultant  
EPCG

## State of Maine Manager/Executive Searches

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- Arundel (2)
  - Auburn
  - Bar Harbor(2)
  - Biddeford
  - Boothbay Harbor
  - Bowdoinham
  - Bristol
  - Bucksport
  - Cape Elizabeth
  - Casco
  - Castine
  - Corinth
  - Damariscotta (2)
  - Ellsworth (2)
  - Farmington
  - Freeport
  - Gardiner
  - Gorham
  - Greenville
  - Hancock County
  - Hampden (2)
  - Howland (2)
  - Kennebeck County
  - Limestone
  - Kittery (2)
  - Lincoln
  - Lisbon
  - Millinockett
  - New Gloucester
  - Old Town
  - Ogunquit
  - Orono
  - Portland (Finance Director)
  - Poland (3)
  - Rockland
  - Sagadahoc County
  - Sabattus
  - Standish
  - South Portland
  - Thomaston
  - Vassalboro
  - Vinalhaven
  - Waterville
  - Wells
  - Wiscasset (2)
  - Windham
  - Winterport
  - York
- 
- Greater Portland Council of Governments (Executive Director)
  - Greater Portland Transit District (METRO) (General Manager)
  - Maine Municipal Bond Bank & Maine Health & Higher Education Facilities Authority (Executive Director)
  - Presque Isle Industrial Council (Executive Director)
  - Kennebunk Light and Power District ( General Manager)

### Donald H. Gerrish, Municipal Services Consultant

Don has been involved in all aspects of Town and City Management in the State of Maine for over 37 years. He retired from the Town of Brunswick after serving as its Manager for nearly 20 years. Prior to that, Don managed the Town of Gorham for 10 years, and worked in Auburn and Rockland as well. In 1993 he was elected by his peers from all over the world to serve on the Board of the International City/County Managers Association as a Regional Vice-President, and was then chosen by the membership in 1996 to serve as the Association's President. This allowed him to travel throughout the United States and Europe meeting managers and discussing issues they and their communities were facing. Don has extensive experience in all facets of Municipal Government including:

- Council/Selectmen/Manager Relations
- Ethics for Staff and Elected Officials
- Manager Evaluations
- Town/School Relations
- Goal Setting for Elected Officials
- Municipal Budgeting
- Personnel Issues
- Union Negotiations
- Federal Relations
- University/College/Town Relations
- City/Town Manager Recruitment

### **EDUCATION**

University of Maine, BS

### **MEMBERSHIPS AND AFFILIATIONS**

International City Managers Association 1974 to present

*President 1996-1997; Northeast Regional Vice President 1993-1995*

Maine Town and City Managers Association 1974 – present

*President 1983-1984; Manager of the Year 1987*

Maine Municipal Employees Health Trust 1981 - present *Chairman 1981-1987; 1999-2002*

Maine Health Care Performance Council 2002 *Co-Chairman appointed by Gov. King*

Cumberland County Strategic Planning Committee 2001 *Chairman*

Trustee, Cumberland County Civic Center 1985-1991 *Chairman 1987-1988*

Member, Waste Management Advisory Council 1991-1992 *Appointed by Gov. McKernan*

Board of Directors, Greater Portland United Way 1989

Member of Portland Area Comprehensive Transportation Study 1980-1989 *Chairman 1985-1986*

Member, of Governor's Municipal Advisory Committee 1983-1984

Maine Municipal Association Executive Committee 1982-1983

Member, MidCoast Council of Business Development and Planning

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF GRAY AND  
EATON PEABODY CONSULTING GROUP**

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_ 2023 by and between the Town of Gray (hereinafter “Client” or “Council”) and Eaton Peabody Consulting Group (hereinafter “EPCG”).

The Client and EPCG agree as follows:

1. Scope of Services. EPCG staff will assist the Client in the recruitment of a new Town Manager (the “Project”), as follows:
  - developing an overall recruitment strategy with the Town Council;
  - assisting the Council in determining the essential skills and experiences required for the next Town Manager who will assist with the issues and challenges facing Gray;
  - determining, with the Council, the process and timeline that will be used in the search, including whether anyone else other than the Council will be involved in the process.
  - developing a format that allows citizens and employees to have input into the personal characteristics, education, traits and experience that the new Town Manager should possess, and allows citizens and employees to meet the finalists for the position.
  - preparing a draft employment advertisement for review by the Council;
  - determining, with the Council, where and in what media to advertise (i.e. nationally, regionally, locally, internet and/or newspapers);
  - receiving and reviewing all applications including performing initial investigation of the applicants, preparing information packets for the Council on applicants, and assisting the Council regarding suitable applicants to interview;
  - scheduling all interviews, assisting with suggested questions, and participating in the interviews as an observer;
  - after the Council has selected the finalist(s), completing background checks on the top candidate(s), and scheduling second interviews with questions if necessary,
  - being available to answer any questions and assist the Council in its evaluations and selection;
  - assisting in contract negotiations for the terms of employment with the selected candidate, if so directed by the Council.
2. Term of Agreement. EPCG is available to begin work on this Project upon return of this signed Professional Services Agreement and will continue until the Scope of Services is completed, or until the Agreement is terminated in accordance with Section 6 herein.

3. Compensation. EPCG professional services will be provided for a fee of \$7,500, plus reimbursement of direct expenses such as mileage, printing, advertising, and other reasonable expenses incurred. This particularly relates to any advertising or expenses related to attracting the candidates. Any and all candidate expenses agreed to by the Client are the responsibility of the Town of Gray. Payment is due upon receipt of an individual invoice and is current if paid within 30 days.
4. Insurance. EPCG carries workers compensation insurance coverage for its employees and requires sub-contractors to carry workers compensation insurance. EPCG also has in force general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
5. Conflict of Interest. EPCG agrees to inform the Client of any assignments that may create a conflict of interest. Should the Client determine that a conflict exists, it shall notify EPCG of its determination. Should EPCG choose to undertake work determined to be a conflict of interest, Client shall have the right to terminate this Agreement with written notice to EPCG as provided in Section 6 of this Agreement.
6. Termination. Client may terminate this Agreement at any time with written notice of such termination to EPCG. EPCG shall be compensated for all services rendered up to the date of receipt of written notification of termination.
7. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class mail addressed as follows, or such other address as they may designate from time to time:

If to Client: Krista Chapell, Chair  
Gray Town Council  
Henry Pennell Municipal Complex  
24 Main St.  
Gray, Maine 04039

If to EPCG: William V. Ferdinand, Jr.  
Eaton Peabody  
77 Sewall Street, Suite 3000  
Augusta, ME 04330

8. Amendment. Both parties to this Agreement understand the current assumptions supporting this Agreement may change and that the parties must therefore exhibit flexibility, including a willingness to entertain and execute amendments. Amendments can only be executed with the mutual consent of the parties to this Agreement.

9. Disclaimer. EPCG is a wholly owned subsidiary of the law firm of Eaton Peabody. EPCG is not engaged in the practice of law and does not provide legal advice or services.

In witness whereof, Client and EPCG have each caused this Agreement to be signed by their duly authorized representatives.

Town of Gray

EATON PEABODY CONSULTING GROUP

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By:

Its:

---

By: William V, Ferdinand, Jr.

Its: *duly authorized*



**Management Recruiters - The Boston Group**

Boston, MA ▪ Bedford, NH ▪ Providence, RI ▪ Springfield, MA ▪ Westborough, MA

## **Management Recruiters – The Boston Group Overview**

### Company Overview

Management Recruiters International Inc. (MRINetwork) is the world's largest executive search and recruitment organization with a global network of offices and recruiting professionals.

Founded in 1966 and consisting of five offices and thirty recruiters across New England, The Boston Group is MRI's oldest, largest, and most highly acclaimed member. The MRI Boston Group and our recruiters have won virtually every award in the recruiting industry, including MRI's Enterprise Award for Top Multi-Office Franchise. The quality and experience of our 'Executive Club' recruiters is unmatched in the industry – over 16 years average tenure with our company.

### Our Industry Specialization

The Boston Group provides executive and management level search and recruitment services to a wide variety of industries throughout the US and internationally. We believe that our knowledge of your industry combined with our recruiting process is the best guarantee of success. Our search consultants have a reputation as industry experts. Many have often worked in the industries they serve before joining our organization. Interacting in our marketplaces with our network and your competitors on a daily basis, we identify and attract exceptional candidates not available on other sources. The Boston Group's industry specialties and functional areas of expertise include:

Healthcare	Life Sciences/Medical Devices
Long Term Care/Senior Housing	Financial Services/Banking/Insurance
Media/Communications	Technology/Software/IT
Industrial/Manufacturing	Construction
Energy/Utilities	Legal/Professional Services
Retail/Consumer Goods	Food & Beverage
Printing/Publishing/Paper	College/University/Non-Profit
Sales and Marketing	Engineering/R&D
Management/Operations/Facilities	Supply Chain/Purchasing/Logistics
Finance/Accounting	Human Resources

*Our Approach to Matching The Ideal Candidate to Your Company and Culture*

We're good listeners. Because we're good listeners, our searches are more effective and efficient collaborations with our clients. We invest the time to understand your values, your philosophy, and your requirements. We ask questions. We advise you to help improve your hiring and on-boarding process. As your trusted partner, our goal is to make the right match for both the client and the candidate to achieve long-term successful hires. We are committed to conducting effective searches for the most able people who fit well into our clients' companies. On the candidate side, we are committed to understanding their priorities and long-term goals so that we help impact players advance their careers.

*Targeted Staffing Solutions*

Our clients range in size from start-ups to the Fortune 100. Whether you are looking for multiple hires across divisions and geographies or one unique, hard-to-fill search, we recruit and deliver permanent and/or contract staffing solutions depending on your requirements. Our teams successfully complete searches within retained, engaged, and contingency relationships. Year after year, 65% of our business is repeat business with satisfied clients. Each search assignment generates challenges that call for special solutions. Some of MRI's specialized tools and advantages include:

- *Single Sourcing*, which reduces inefficiency by allowing you to work with one recruiting partner.
- *Project Outsourcing*, which fulfills complex or multiple assignments with a team-based approach.
- *Proprietary Resources / Global Network*, which gives our clients and account executives access to MRI's global Network of offices, account executives, and proprietary technology, resources, and databases.
- *Customized Electronic Testing Tools / Compatibility Assessments*, which are integrated seamlessly with our partner SelecSys. SelecSys provides electronic testing tools to help evaluate candidates and management teams, construct job profiles, and assess corporate culture fits.
- *Relocation Services*, which are integrated seamlessly with our partner FAS Relocation Network. FAS provides a fully-outsourced relocation program that benefits MRI client candidates *and employees*.



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## **Management Recruiters – The Boston Group Executive Search Process**

Management Recruiters – The Boston Group’s search process has successfully delivered results for clients for over fifty years. Our team is committed to executing the process effectively and efficiently in the following manner and in customizing it to perfectly meet your desired process and timetable:

### **Position Description and Ideal Candidate Profile**

- ❑ Establish duties and responsibilities of the position
- ❑ Define critical skills, experience, and desired traits (including cultural fit) of ideal candidate
- ❑ Define compensation package
- ❑ Define the hiring process
- ❑ Specify other process-related details

### **Research and Initial Candidate Screening**

- ❑ Define search strategy
- ❑ Identify target companies
- ❑ Identify potential candidates
- ❑ Conduct telephone interviews
- ❑ Conduct videoconference or face-to-face interviews

### **Introduction of Short List of Candidates to Client**

- ❑ Present short list of candidates to client (usually 3 to 6)
- ❑ Presentation includes:
  - Resume / Curriculum Vitae
  - Candidate letter, outlining what strengths he/she brings to bear on the position
  - MRI Profile:
    - Our assessment of why the candidate is being considered as a finalist
    - Compensation history / expectations
    - Relocation issues and / or preferences, if applicable
    - References
  - Schedule interviews with selected candidates and client
  - Prepare client and candidates for interviews
  - Debrief client and candidates after interviews

### **Finalist Selection**

- ❑ Select finalist and two back-up finalists
- ❑ Notify finalists and those not selected
- ❑ Develop offer for first finalist
- ❑ Keep second and third finalists “warm” in contention
- ❑ Present, negotiate, and secure acceptance to offer
- ❑ Repeat cycle with second and third finalists if necessary

### **Search Completion**

- ❑ Counsel selected candidate through resignation process (including handling of counter-offer)
- ❑ Assist with relocation issues (if needed):
  - Schooling for children
  - Trailing spouse re-employment in new location
  - New home selection (MRI services partner)
  - Moving (MRI services partner)
- ❑ Act as a facilitator for client and candidate through first months of employment for successful start-up



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**Summary of Benefits**  
**MRI Range of Search Options**

*Depending on your desired level of search volume and prioritized engagement by our team, a range of search options and benefits is achieved:*

- ◆ **Prioritized Search:** Priority Search engagements assure our clients that their searches achieve team-based priority efforts over all contingency searches. The object of our Priority Search program is to fill the position quickly and intelligently through our team-based approach using every available resource in our network.
- ◆ **Reduced Costs:** Clients can achieve a pure dollar savings from our standard fee for services. Savings are significant – based on customized programs and fee structures designed to creatively meet your needs.
- ◆ **Guaranteed Results:** MRI agrees to present candidates within a defined period of time, i.e. the agreement is **performance-based**. If MRI fails to produce the agreed-on number of candidates within the time period (usually 45 to 90 days), then you incur no further expense. This is substantially different from the standard industry retainer agreement, in which the first third of the total fee is paid at the beginning, another third in 30 days, and the final third at the end of 60 days, regardless of the quality or number of candidates presented.
- ◆ **Candidate Exclusivity:** Candidates introduced to you in a contingency environment also may be introduced simultaneously to other clients. In a retained environment any candidate introduced to you would be withheld from other opportunities until you determine whether or not you wish to hire that candidate. In addition to our proprietary databank of candidates, we search, recruit, and evaluate talent not otherwise available.
- ◆ **Face-to-Face Screenings/Pre-Interviewing:** In a contingency environment, search firms do not normally conduct in-depth face-to-face candidate interviews. We offer these services to our retained clients on an as-needed basis. In filling a critical position, pre-interviewing can be an important step in assessing whether the chemistry/culture fit will be there between employee and employer.
- ◆ **Your Recruiting Partner:** We will be your partner and source where all candidates are directed and screened. You will have access to all candidates presented through all networking sources. This saves you time in duplicate phone calls, repeating job specs, coordinating interview times, and other elements of the hiring process. In addition, it allows our team to understand and sell you, your company, and your culture. This performance-based agreement allows us to use verbiage when recruiting that ***will make your opportunity stand out from others***. The phrase “*We have been retained*” will attract candidates not otherwise available.
- ◆ **Value-Added Services:** Our retainer relationships allow you to become an MRI “Preferred Client” or “VIP Client” with access to a bevy of value-added services that we offer seamlessly in collaboration with our strategic partners. Our partners include FAS Relocation Network and SelecSys. FAS relocation consultants help your candidates (and employees) through the entire relocation process including real estate, preferred mortgage program, van line services, cost-of-living reports, travel arrangements and tax and financial assistance. SelecSys compatibility assessments provide electronic testing tools to help evaluate candidates, job profiles, management teams, and corporate culture fits.
- ◆ **Extended Warranty:** This symbolizes our problem-solving partnerships with our clients. MRI warrants that should the candidate terminate employment with the client for any reason, other than reduction in workforce, MRI shall present additional replacement candidates in an effort to refill the position within a successive period at no additional cost.



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### **CLIENT TESTIMONIALS**

***65% of our business year after year is repeat business with satisfied clients***

#### *Clients:*

*"We are so happy we selected MRI The Boston Group as our recruiting partner – it was definitely the right choice. What comes to mind when I think of MRI is your level of professionalism and the depth of your network and contacts. With any search, there is often a great deal of sensitivity, which is something your team focused in on quickly and never compromised our wishes. You have made a point to get to know us well, our organization, our people, and our business goals. Because of your attention and focus on our first search, and because of the number of outstanding candidates presented, we eagerly engaged MRI for two additional searches across our business and across the country."*

*"We can't thank you enough. You found us the unicorn that we were looking for! When we started this search we told you that we thought this would be like finding a needle in a hay stack. Thankfully you found it for us! In his first week on the job with us, "X" has wildly exceeded our very high expectations. Every step of the way, Brian and your whole team have not only helped us build this business, but you have been true partners as well."*

*"We retained Management Recruiters – The Boston Group to help us identify and attract top talent. Jack and the team have delivered impact players that are helping us to achieve our goal of growing our customer base. It has been great working with The Boston Group -- they have been a tremendous and valued partner."*

*"For the last three decades, we have worked closely with Management Recruiters – The Boston Group - to help us meet our hiring needs. They are very effective and focused in the recruiting process. Management Recruiters has come to know us well and has spent time to learn the industry that we operate in. They will regularly forward us candidates that they come across that they think would be a good fit for us. They have taken the time to get to know our organization and our needs, and thereby save (our company) a lot of time in the recruiting process."*

*"I have worked with many search and recruiting firms over the years, and Management Recruiters is the one executive search firm that I have stayed with from the beginning. We have developed a great working relationship, and I consider their group to be a great recruiting partner."*

*"I am very pleased to have "X" join our company and I am very confident that this year will be a great year for us. I would like to thank Rick for all his work. I had met several executive search companies before I knew Rick, but on the first call, I knew Rick would be the one to work with. He went beyond my expectation and he not only brought many*

*great candidates but gave me a variety of insights about growing out to be a real company from the early stage startup.”*

*“We continue to build a very close working relationship with your team. You know me, my needs, the hospital, and the surrounding area(s) extremely well. It makes it very effective and efficient when recruiting candidates for me. Many times you have the exclusive recruitment on positions for me for this reason. You are attentive, responsive and professional while being friendly and personable.”*

*“We are very excited “X” will be joining our company. Margaret has become a very important resource when we have IT or analytical positions open. She has come to know our culture and sends applicants that not only have the required skills, but also will “fit”. She is a pleasure to work with; always professional and responsive. You have become one of my “go to” recruiters.”*

*“We are very excited to have “X” join the team. David and his group did an exceptional job in all aspects of recruiting this candidate. Their ability to locate him and to discuss our company in detail with him were huge factors in his accepting the offer. Overall it was a very good experience.”*

*“It has been a pleasure working with MRI and Gail Pezzi over the last 3 years. Gail has filled 2 key management positions for X in our engineering and IT departments. Her proactive, friendly and efficient approach made the hiring process easy for the team. We definitely will use MRI again in the future to meet our recruiting needs.”*

*Candidates:*

*“Thank you and the entire MRI Boston Group for assisting and playing such a crucial role in advancing my career; your encouragement is greatly appreciated. I especially thank Keri for the exceptional job she did in making this placement happen; from making the initial contact through to the final offer; her guidance, reassurances and communication at every stage of this process demonstrated her unmatched competence, professionalism and commitment to her clients – it’s an impressive reflection of the spirit of the entire MRI – Boston Group. Thanks Keri and the entire MRI – Boston Group.”*

*“Thank you! I am extremely excited about my new position. I would like to share a few words with you concerning your service – it is the best! I strongly recommend anyone looking for a career move to use MRI - The Boston Group.”*

*“I am grateful for the hard work of your team. I’m not sure I can say enough about the exceptional professionalism, energy and resourcefulness of Audrey. She has been in my corner for almost a year now, searching for the right fit and I am confident we have done just that. She’s a treasure!”*

*“I would like to take this opportunity to express my heart felt gratitude for all of the outstanding help extended to me by your team. I could not be more pleased with the outcome. To think this opportunity came to fruition due to your employees’ diligence and I believe genuine desire to find a candidate like myself a perfect fit to ensure a satisfying tenure with a very successful company. I also must let you know that I was looking at several different companies and with several different recruiters. Suffice to say your services were unmatched. I thank you again and look forward to talking with your firm in the future.”*

*“Thank you so very much. Your team is outstanding! David & Keri are truly rock stars! They both worked diligently to obtain my position with X. My entire experience with your firm was fantastic. Every time David called me, I felt like I won something due to his high enthusiasm! He kept me upbeat, positive & ready to win the interview. The level of personalization I received from Keri & David was top notch and I can't thank them enough. The overall experience with your group, I believe cannot be matched. I will definitely be referring others to your firm.”*

*“Thank you so much for everything. Rick has been amazing. I have never, in all of my time spent with recruiters, had an experienced as smooth and efficient as Rick made this for me. Rick was on top of everything, remembered key details, and fought for me until the deal was done. I am very grateful for everything Rick has done for me. I will be forwarding referral candidates his way when they cross my radar.”*

*Current Client / Previously Placed Candidate:*

*“I have been fortunate to work with the MRI team as both a hiring manager and job candidate. As a hiring manager, David was my primary contact at MRI, working diligently to meet the T's&C's requirements of our parent company, while continuing to send me well vetted and highly qualified candidates. What really stood out to me was how well prepared the MRI candidates were for the interview and as a recent candidate placed by MRI myself, I know first hand how David and the entire MRI team take the time to understand your career and personal goals and work to find the best long-term match with the employers they represent. I saw this first hand in the time David and his team spent with me, preparing me for interviews and recently helping me land an absolute dream position. Whether you are looking to hire top talent or looking to make a career move, I highly recommend calling David and the team at MRI-The Boston Group. Top qualities: Great Results, Personable, Expert.”*



**Management Recruiters – The Boston Group**

Boston, MA ▪ Bedford, NH ▪ Providence, RI ▪ Springfield, MA ▪ Westborough, MA

**PERFORMANCE-BASED PRIORITY SEARCH AGREEMENT**

**Management Recruiters – The Boston Group** is hereby authorized by **Town of Gray** to conduct a search for candidates to fill the position of **Town Manager** (and others with mutual agreement) under the following terms and conditions:

1. Town of Gray and affiliated entities, hereinafter referred to as CLIENT, will pay to Management Recruiters – The Boston Group a total service charge of one-third of the position's estimated total compensation for the first year payable in three performance-based installments over the course of the search. For positions paying commissions, bonuses, or other incentives, as well as salary, the charge is based on a reasonable estimate of the candidate’s first year total compensation.
2. With the execution of this agreement, CLIENT engages the services of Management Recruiters – The Boston Group with an initial payment of \$10,000 to prioritize and begin the search.
3. A second progress payment of \$10,000 is performance-based and is due and payable upon presentation of at least 3 (three) short list candidates.
4. The balance of total service charge is due and payable upon successful completion of the search (candidate’s acceptance of client’s offer) or client’s decision to terminate the search, and will reflect estimated total target compensation and adjust for progress payments. Our service charges are payable if you or an affiliated business/entity engage the services of any referral presented by Management Recruiters – The Boston Group for any position within one year of our most recent communication related to such candidate. Should you refer or otherwise identify such a candidate to another company which hires the candidate, you and the hiring company shall be responsible for payment of the Service Charge.
5. CLIENT agrees that Management Recruiters – The Boston Group will conduct this search assignment on an exclusive basis for the duration of the search and all direct inquiries, referrals, or internal candidates will be shared with Management Recruiters – The Boston Group as part of this search in an overall effort to produce the best candidate for the position.
6. If collection activities are necessary, client will pay all expenses thereof, including reasonable attorney fees. In the event that any balance remains unpaid after 30 days, a monthly finance charge of 1.5% will be due.
7. All administrative fees and expenses are waived. Any reasonable, direct interviewing expenses incurred by any candidate will be pre-approved and paid by client.
8. Our Services Guaranteed: Provided the full amount of our invoice is paid when due, Management Recruiters – The Boston Group warrants that should the candidate terminate employment with the CLIENT, for any reason other than reduction in workforce, within their first 30 days, Management Recruiters – The Boston Group shall present additional replacement candidates in an effort to refill the position at no additional cost.

**The undersigned hereto agree to all provisions contained in this agreement.**

**Town of Gray**

Name: Jonathan Hartt  
 Title: Human Resources Director  
 Date: 9/11/2023

**Management Recruiters Inc. of Boston**

dba- Management Recruiters – The Boston Group

Name: Brian Mohan  
 Title: Chief Operating Officer  
 Date: 9/11/2023

# PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES

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**Town Manager  
Town of Gray, Maine**

**September 14, 2023**

**This proposal is valid for 90 days**

**Strategic** Government Resources  
P.O. Box 1642, Keller, Texas 76244  
Office: 817-337-8581

JJ Peters, President of Executive Recruitment  
[JJPeters@GovernmentResource.com](mailto:JJPeters@GovernmentResource.com)





September 14, 2023

Town Council  
Town of Gray, Maine

Dear Council Members,

Thank you for the opportunity to submit this proposal to assist the Town of Gray in your recruitment for a new Town Manager. SGR has the unique ability to provide a personalized and comprehensive recruitment to meet your needs.

We would like to draw your attention to some key aspects that distinguish SGR from other recruitment firms and allow us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR announces all conducted recruitments in our Servant Leadership e-newsletter, which reaches over 43,000 subscribers in all 50 states.
- SGR reaches a broad community of over 15,000 LinkedIn followers and over 2,700 Facebook followers.
- SGR sends targeted emails to our opt-in Job Alert subscriber database of over 5,000 city/town management professionals.
- Senior Vice President Kevin Hugman would be the recruiter and project manager for this search. Kurt would be available to begin this recruitment during the week of October 25<sup>th</sup>.

We respectfully request to review the salary range for the position with Town Council prior to committing to this search. We are happy to provide references upon request. We are excited about the prospect of conducting this recruitment for the Town of Gray and are available to visit with you at your convenience.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment  
[JJPeters@GovernmentResource.com](mailto:JJPeters@GovernmentResource.com)

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## Company Profile

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services.

SGR's services are designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states for all of our business lines combined. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR has 31 full-time employees, 1 part-time employee, 21 recruiters, 20 facilitators and multiple consultants who function as subject matter experts on a variety of projects.

SGR has corporate headquarters in Texas, as well as virtual offices in California, Colorado, Florida, Minnesota, New York, North Carolina, Ohio, Oklahoma, and Oregon.

View all SGR team members and bios at: [Meet the Team](#).

## SGR's Unique Qualifications

### Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. SGR reaches an extensive and diverse pool of applicants by utilizing our unequaled network of prospects.

- Your position will be announced in SGR's Servant Leadership e-newsletter that reaches over 43,000 subscribers in all 50 states.
- We will send targeted emails to over 5,000 opt-in subscribers to SGR's City/Town Management Job Alerts.
- Your position will appear on SGR's Website, <https://sgr.pub/SGRWebsite>, which has approximately 20,000 visitors per month.
- Your position will be posted to SGR's Job Board, <https://sgr.pub/SGRJobBoard>, which averages nearly 16,000 unique visitors per month and has more than 1,600 jobs listed at any given time.
- SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn.
- SGR frequently partners with local government associations including League of Women in Government, Alliance for Innovation, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learned about the open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

### Collective Local Government Experience

Our recruiters have years of experience in local government, as well as regional and national networks of relationships. The executive recruitment group works as a team to leverage their networks to assist with each recruitment. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. SGR can navigate all relevant networks as both a peer and insider.

### Equal Opportunity Commitment

SGR strongly believes in equal employment opportunity. SGR does not discriminate and believes that equal opportunity is an ethical issue. SGR will not enter an engagement with an entity or organization that directs bias or expects bias to be demonstrated on any basis other than factors that affect the ability of the candidate to do the job. SGR will make a serious and sincere effort to encourage qualified applicants from underrepresented demographic groups to apply. Although SGR cannot guarantee the makeup of the semifinalist or finalist groups, SGR has relationships and contacts nationwide to encourage the meaningful participation of

underrepresented minority groups, and we continue to evaluate and improve our processes by embedding a lens of equity and inclusion into our recruitment practices.

### **Listening to Your Unique Needs**

SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work hard to conduct a comprehensive recruitment that is unique to you. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great fit regarding values, philosophy, and management style perspectives.

### **Trust of Candidates**

SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next generation leaders. We have earned their trust. As a result, SGR is able to bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation well, communicate honestly, and maintain their confidentiality to the greatest extent possible.

### **Accessibility & Communication**

Your executive recruiter is accessible throughout the recruitment process and can be reached at any time by candidates or clients via cell phone or email. In addition, the recruiter communicates with active applicants on a weekly basis to keep the applicants informed about the community and opportunity.

### **Comprehensive Evaluation and Vetting of Candidates**

SGR offers a screening process that ensures a detailed understanding of candidate backgrounds and minimizes surprises. Our vetting process includes:

- Prescreening questions and technical review of resumes
- Cross communication between our recruiters about candidates who have been in previous searches for greater understanding of background and skills
- Comprehensive written questionnaires to gain insights beyond what is available through a resume
- Online pre-recorded video interviews that allow search committee members to view candidates in an interview setting prior to the finalist recruitment stage
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, customized to each candidate based on where they have lived and worked
- Thorough automated, anonymous reference checks that provide details on candidates' soft skills from an expansive group of references
- Psychometric assessments (supplemental cost)
- Comprehensive background checks completed by a licensed private investigation firm
- Advanced exercise for finalist candidates, customized to the organization

View a full list of our Executive Recruitment Clients at: <https://sgr.pub/ERClientList>

## Project Personnel

**Kevin Hugman, Senior Vice President**

[KevinHugman@GovernmentResource.com](mailto:KevinHugman@GovernmentResource.com)

Office: 940-257-8888



Kevin Hugman joined SGR in 2021 as Senior Vice President after a 25-year career in public sector management including 21 years at the executive level. He most recently served as City Manager for the City of Duncanville, Texas, from 2015 until his retirement in 2020. Kevin previously served as Assistant City Manager for the City of Wichita Falls, Texas from 2010 to 2015. He began his career in local government with the City of Southlake, Texas, where he served as Assistant to the City Manager/Community Services Manager from 1993 to 1998, Director of Community Services from 1998 to 2002, and Director of Human Resources from 2002 to 2009.

Kevin attended the University of Texas at Austin where he received his Bachelor of Science degree in architectural engineering. Upon graduation, he received his commission in the U. S. Navy and served on nuclear submarines. Following active duty, he was employed by TU Electric (now Luminant Energy) as an engineer at Comanche Peak nuclear power plant.

An ICMA credentialed manager, Kevin holds a master's degree in public administration from the University of Texas at Arlington. He retired from the U.S. Navy Reserves in 2007 at the rank of Captain after serving 26 years of active and reserve duty.

# Recruitment Methodology

A full-service recruitment typically entails the following steps:

- 1. Organizational Inquiry and Analysis**
  - Development of Recruitment Plan and Timeline
  - Individual Interviews with Key Stakeholders
  - Creation of Position Profile Brochure
- 2. Advertising and Marketing, Communication with Applicants and Prospects**
- 3. Initial Screening and Review**
- 4. Search Committee Briefing to Facilitate Selection of Semifinalists**
- 5. Evaluation of Semifinalist Candidates**
  - Written Questionnaires
  - Recorded Online Interviews
  - Media Searches - Stage 1
- 6. Search Committee Briefing to Facilitate Selection of Finalists**
- 7. Evaluation of Finalist Candidates**
  - Comprehensive Media Searches - Stage 2
  - Comprehensive Background Investigation Reports
  - DiSC Management Assessments (supplemental service)
  - First Year Game Plan or Other Advanced Exercise
- 8. Interview Process**
  - Face-to-Face Interviews
  - Stakeholder Engagement (may occur earlier in process)
  - Deliberations
  - Reference Checks (may occur earlier in process)
- 9. Negotiations and Hiring Process**
  - Determination of Terms of an Offer
  - Negotiation of Terms and Conditions of Employment
  - Press Release (if requested)

## **Step 1: Organizational Inquiry and Analysis**

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### **Development of Recruitment Plan and Timeline**

SGR will meet with the client at the outset of the project to finalize the recruitment plan and timeline. At this time, SGR will also request that the client provide us with photos and information on the community, organization, and position to assist us in drafting the position profile brochure.

### **Individual Interviews with Key Stakeholders**

SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs. Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. In consultation with the Search Committee, SGR will develop a list of individuals to meet with about the position. These interviews identify issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the position, special considerations, and the political environment. This process helps with organizational buy-in and will assist us in developing the position profile.

### **Development of Position Profile Brochure**

Following the individual interviews, SGR will develop a draft position profile brochure that is reviewed and revised in partnership with your organization until we are in agreement that it accurately reflects the sought-after leadership and management characteristics.

To view sample recruitment brochures, please visit:

<https://sgr.pub/OpenRecruitments>

## **Step 2: Advertising and Marketing, Communication with Applicants and Prospects**

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### **Advertising and Marketing**

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, where your position will be announced, reaches over 43,000 subscribers in all 50 states. We will also send targeted emails to opt-in subscribers to SGR's Job Alerts. Your position will be posted on SGR's Website, <https://sgr.pub/SGRWebsite>, and on SGR's Job Board, <https://sgr.pub/SGRJobBoard>. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn. Ads are also typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

### **Communication with Prospects**

SGR communicates with interested prospects on ongoing basis during the recruitment process. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast,

accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about the organization, and it is an area in which SGR excels.

### **Communication with Active Applicants**

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries. SGR communicates frequently with applicants to ensure they stay enthusiastic and informed about the opportunity. SGR sends weekly updates to active applicants regarding the organization and community.

### **Step 3: Initial Screening and Review**

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SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

### **Step 4: Search Committee Briefing / Selection of Semifinalist Candidates**

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At this briefing, SGR will provide a comprehensive progress report and facilitate the selection of up to 12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues, as well as a briefing on each candidate and their credentials.

### **Step 5: Evaluation of Semifinalist Candidates**

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Reviewing resumes is an important and valuable step in the executive recruitment process. However, resumes can be misleading. Resumes fail to disclose the individual's personal qualities and his or her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments and experience. SGR's responsibility is to go deeper than the resume to ensure that those candidates who continue in the process are truly outstanding. SGR's goal is to have a clear understanding of the person behind the resume and what makes them an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up when appropriate to ask any questions about underlying issues.

### **Written Questionnaires**

SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom designed around the priorities identified by the Search Committee and usually includes questions focusing on key areas of particular interest to the client. This written instrument will be included in the semifinalist briefing book along with cover letters and resumes submitted by the candidates.

### **Recorded Online Interviews**

SGR will ask semifinalist candidates to complete online interviews. This provides a very insightful, efficient and cost-effective way to gain additional insights to utilize in selecting finalists you want to invite for an onsite interview. The recorded online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Links to view the online interviews are emailed to the Search Committee members for viewing at their convenience prior to selection of finalist candidates.

### **Media Searches - Stage 1**

"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" to the Search Committee immediately upon discovery.

## **Step 6: Search Committee Briefing / Selection of Finalist Candidates**

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Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book includes cover letters, resumes, and completed questionnaires. The link to view the online interviews is emailed separately to Search Committee members. The purpose of this briefing is to facilitate narrowing the list to up to 5 finalists who will be invited for personal interviews.

## **Step 7: Evaluation of Finalist Candidates**

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### **Comprehensive Media Searches - Stage 2**

"Stage 2" of our media search process includes the web-based interface Nexis Diligence™ along with Google as a supplementary tool. By utilizing both, we can provide our clients with an enhanced due diligence process to help vet potential candidates in an efficient and comprehensive manner, which reduces the risk of overlooking important information.

The Stage 2 media search consists of a more complex search, which also includes social media platforms, and has proven helpful in analyzing possible adverse news about the candidate by uncovering issues that may not have been previously disclosed by the candidate. The media search gives the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of their career. View a sample media report at: <https://sgr.pub/SGRMediaReport>.

### **Comprehensive Background Investigation Reports**

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: <https://sgr.pub/SGRBackgroundReport>.

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report (if desired)
- Federal criminal search
- National criminal search
- County warrants and warrants for previous 10 years
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County civil and criminal search (for every county in which candidate has lived or worked) for previous 10 years
- Education verification
- Employment verification (if desired)
- Military verification (if desired)

### **DiSC Management Assessments (supplemental service)**

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager. View a sample report at: <https://sgr.pub/SGRDiSCReport>. For assessments of more than two candidates, a DiSC Management Comparison Report is included, which provides a side-by-side view of each candidate's preferred management style. View a sample comparison report at: <https://sgr.pub/SGRDiSCCompare>.

### **First Year Game Plan or Other Advanced Exercise**

SGR will work with your organization, if desired, to develop an advanced exercise for the finalist candidates. One example of such an exercise is a "First Year Game Plan," a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders and then given free rein to make contact with all of them in advance and use those insights to develop a "first year game plan" based on what they know so far.

Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates' written and interpersonal communication skills, as well as critical analysis skills.

## **Step 8: Interview Process**

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### **Face-to-Face Interviews**

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics and assist in developing the interview schedule and timeline. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

### **Stakeholder Engagement**

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. We will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

- Stakeholder survey (supplemental service, can be provided at an additional cost)
- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- "Round Robin" forum meetings with various community groups during a multi-day interview process.

### **Deliberations**

SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a hiring decision or in deciding whether to bring back one or more candidates for a second interview.

### **Reference Checks**

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, which is proven to encourage more candid and truthful responses, in turn providing organizations with more meaningful and insightful information on candidates. SGR provides a written summary report to the organization once all reference checks are completed. The timing of reference

checks may vary depending on the specific search process and situation. If the names of the finalists are made public prior to interviews, SGR will typically contact references prior to the interview process. If the names of the finalists are not made public prior to interviews, SGR will typically wait until the organization has selected its top candidate before calling references in order to protect candidate confidentiality.

## **Step 9: Negotiations and Hiring Process**

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### **Determine the Terms of an Offer**

Upon request, SGR will provide appropriate employment agreement language and other helpful information to assist you in determining an appropriate offer to extend to your candidate of choice.

### **Negotiate Terms and Conditions of Employment**

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win solutions to negotiation “log-jams.”

### **Press Release (if requested)**

Until you have “sealed the deal,” you should be cautious in order to avoid the embarrassment of a premature announcement that does not work out. It is also best practice to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

## **Satisfaction Surveys**

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SGR is committed to authentically following the golden rule by providing prompt, professional and excellent communication and always treating every client with honor, dignity and respect. We ask clients and candidates to complete a brief and confidential survey after the completion of their recruitment. This helps us strive to continuously improve our processes and meet the changing needs of the workforce.

## **Supplemental Service: Post-Hire Team Building Workshop**

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SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people “see” different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues’ I-OPT Profiles will enable you to work much more effectively as a team. This service can be provided at an additional cost. View sample I-OPT reports at: <https://sgr.pub/SampleIOPT>.

## Projected Schedule

*Holidays may affect recruitment schedule.*

Task	Weeks
<ul style="list-style-type: none"> <li>Contract Executed</li> <li>Develop Recruitment Plan, Timeline</li> <li><u>Individual Interviews with Key Stakeholders</u></li> </ul>	Week 1
<ul style="list-style-type: none"> <li><u>Deliverable</u>: Position Profile Brochure</li> <li>Search Committee Reviews and Approves Brochure</li> </ul>	Weeks 2-3
<ul style="list-style-type: none"> <li>Advertising and Marketing</li> <li>Accept Applications</li> <li>Communication with Prospects and Applicants</li> </ul>	Weeks 4-7
<ul style="list-style-type: none"> <li>Initial Screening and Review</li> </ul>	Week 8
<ul style="list-style-type: none"> <li><u>Search Committee Briefing</u> / Select Semifinalists</li> <li>Questionnaires and Recorded Online Interviews</li> <li>Media Searches - Stage 1</li> </ul>	Week 9
<ul style="list-style-type: none"> <li><u>Deliverable</u>: Semifinalist Briefing Books and Online Interviews</li> </ul>	Week 10
<ul style="list-style-type: none"> <li><u>Search Committee Briefing</u> / Select Finalist Candidates</li> </ul>	Week 11
<ul style="list-style-type: none"> <li>Comprehensive Media Searches - Stage 2</li> <li>Comprehensive Background Investigation Reports</li> <li>DiSC Management Assessments (supplemental service)</li> <li>First Year Game Plan or Other Advanced Exercise</li> </ul>	Weeks 12-13
<ul style="list-style-type: none"> <li><u>Deliverable</u>: Finalist Briefing Books</li> </ul>	Week 14
<ul style="list-style-type: none"> <li><u>Face-to-Face Interviews</u></li> <li>Stakeholder Engagement (may occur earlier in process)</li> <li>Deliberations</li> <li>Reference Checks (may occur earlier in process)</li> <li>Negotiations and Hiring Process</li> </ul>	Week 15

## Recruitment Costs & Service Guarantee

**Not-to-Exceed Price:** **\$26,900 \***

*\* Ad placement costs are not included in the Not-to-Exceed Price. Ad placement costs are estimated to be between \$1,750 and \$2,500 and shall be added to the total cost of services upon approval from the organization.*

### **Not-to-exceed price includes:**

- **Professional Service Fee - \$20,500**
- **Expenses:**
  - **Position Profile Brochure & Marketing - \$1,500**
    - Production of a professional position profile brochure
    - Custom-designed graphics for social media and email marketing
    - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
    - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
    - Job placement on SGR's website
    - Ad placement on SGR's job board
    - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
  - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **\$225 each**
  - **Comprehensive Media Reports** for up to five (5) finalists - **\$500 each**
  - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **\$400 each**
  - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **\$225 each**
  - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.

### **Reimbursable Expenses**

- **Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.**

## **Supplemental Services**

The supplemental services listed below are not included in the not-to-exceed price:

- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for \$225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for \$225 per candidate.
- There is a cost of \$175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of \$1,000 per half-day and \$1,500 per full day. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- SGR will conduct a Stakeholder Survey for \$1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the organization.
- A half-day onsite post-hire team building workshop is offered for \$4,000, plus travel expenses and \$150 per person for I-OPT reports.
- If the organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

## **Billing**

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

**Service Guarantee**

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 12 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

## City & County Management Recruitments, 2018-Present

### In Progress

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- Cleburne, Texas (pop. 33,000) - City Manager
- Edwardsville, Kansas (pop. 4,700) - City Manager
- Glenn Heights, Texas (pop. 17,000) - City Manager
- Kilgore, Texas (pop. 14,000) - City Manager
- Lafayette, Colorado (pop. 30,000) - City Administrator
- Largo, Florida (pop. 84,000) - City Manager
- Lawton, Oklahoma (pop. 90,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Trophy Club, Texas (pop. 13,000) - Town Manager

### 2023

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- Camp Verde, Arizona (pop. 12,000) - Town Manager
- Bristol, Tennessee (pop. 27,000) - City Manager
- Dobbs Ferry, New York (pop. 11,000) - Village Administrator
- Gatesville, Texas (pop. 16,000) - City Manager
- Glastonbury, Connecticut (pop. 35,000) - Town Manager
- Great Bend, Kansas (pop. 15,000) - City Administrator
- Justin, Texas (pop. 5,000) - City Manager
- Laredo, Texas (pop. 256,000) - City Manager
- Mexia, Texas (pop. 7,000) - City Manager
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Navajo County, Arizona (pop. 106,000) - County Manager
- Ottawa, Kansas (pop. 12,500) - City Manager
- Parker, Arizona (pop. 3,500) - Town Manager
- Rowlett, Texas (pop. 68,000) - City Manager
- Shawnee, Kansas (pop. 69,000) - City Manager
- Snyder, Texas (pop. 11,000) - City Manager
- Williston, North Dakota (pop. 29,000) - City Administrator

### 2022

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- Aledo, Texas (pop. 5,500) - City Manager
- Blaine, Washington (pop. 6,000) - City Manager
- Crandall, Texas (pop. 4,000) - City Manager

- Dalhart, Texas (pop. 8,500) - City Manager
- Edinburg, Texas (pop. 100,000) - City Manager
- Frisco, Colorado (pop. 3,000) - Town Manager
- Graham, Texas (pop. 8,000) - City Manager
- Hutto, Texas (pop. 40,000) - City Manager
- Johnston, Iowa (pop. 24,000) - City Administrator
- Kennebunk, Maine (pop. 11,000) - Town Manager
- Kennedale, Texas (pop. 9,000) - City Manager
- Ketchikan, Alaska (pop. 8,000) - City Manager/Public Utilities General Manager
- Klamath Falls, Oregon (pop. 22,000) - City Manager
- Leawood, Kansas (pop. 34,000) - City Administrator
- Levelland, Texas (pop. 14,000) - City Manager
- Live Oak, Texas (pop 16,000) - City Manager
- Madisonville, Texas (pop. 4,500) - City Manager
- Manor, Texas (pop. 15,000) - City Manager
- Marshall, Texas (pop. 23,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Mont Belvieu, Texas (pop. 8,000) - City Manager
- Montgomery, Texas (pop. 2,400) - City Administrator
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Rocky Hill, Connecticut (pop. 21,000) - Town Manager
- Sunnyvale, Texas (pop. 8,000) - Town Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Walla Walla, Washington (pop. 34,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator
- Wethersfield, Connecticut (pop. 26,000) - Town Manager
- Wickenburg, Arizona (pop. 7,500) - Town Manager

## 2021

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- Bainbridge Island, Washington (pop. 25,000) - City Manager
- Breckenridge, Texas (pop. 5,000) - City Manager
- Bridgeport, Texas (pop. 6,500) - City Manager
- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager

- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Monett, Missouri (pop. 9,000) - City Administrator
- North Port, Florida (pop. 77,000) - City Manager
- Port Chester, New York (pop. 30,000) - Village Manager
- Sherwood, Oregon (pop. 20,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Spokane, Washington (pop. 220,000) - City Administrator

## 2020

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- Argyle, Texas (pop. 4,000) - Town Administrator
- Bay City, Texas (pop. 17,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager
- Commerce, Texas (pop. 9,000) - City Manager
- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager
- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager
- Tigard, Oregon (pop. 53,000) - City Manager
- Westworth Village, Texas (pop. 3,000) - City Administrator

## 2019

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- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager
- South Windsor, Connecticut (pop. 26,000) - Town Manager
- Springfield, Oregon (pop. 62,000) - City Manager
- Terrell, Texas (pop. 17,000) - City Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator

## 2018

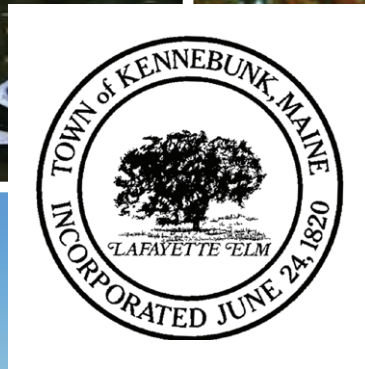
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- Anna, Texas (pop. 14,000) - City Manager
- Bethany, Oklahoma (pop. 19,000) - City Manager
- Cameron, Missouri (pop. 10,000) - City Manager
- Clackamas County, Oregon (pop. 400,000) - County Administrator
- Clallam County, Washington (pop. 75,000) - County Administrator
- Coffeyville, Kansas (9,500) - City Manager
- Craig, Colorado (pop. 9,000) - City Manager
- Erie, Colorado (pop. 26,000) - Town Administrator
- Forney, Texas (pop. 19,000) - City Manager
- Freeport, Texas (pop. 12,000) - City Manager
- Fulshear, Texas (pop. 9,500) - City Manager
- Green Cove Springs, Florida (pop. 7,500) - City Manager
- Humble, Texas (pop. 15,000) - City Manager
- Jacksonville, Texas (pop. 14,000) - City Manager

- Jupiter, Florida (pop. 60,000) - Town Manager
- Lawton, Oklahoma (pop. 94,000) - City Manager
- Lebanon, Missouri (pop. 15,000) - City Administrator
- Lockhart, Texas (pop. 13,500) - City Manager
- Marshall, Texas (pop. 24,000) - City Manager
- Murfreesboro, Tennessee (pop. 130,000) - City Manager
- Nixa, Missouri (pop. 21,000) - City Administrator
- Paducah, Kentucky (pop. 25,000) - City Manager
- Pflugerville, Texas (pop. 60,000) - City Manager
- Plant City, Florida (pop. 38,000) - City Manager
- Riverside, Missouri (pop. 3,000) - City Administrator
- Smithville, Missouri (pop. 10,000) - City Administrator
- Springfield, Missouri (pop. 167,000) - City Manager
- Sunnyvale, Texas (pop. 6,500) - Town Manager
- West University Place, Texas (pop. 14,000) - City Manager
- Wethersfield, Connecticut (pop. 26,000) - Town Manager

# TOWN MANAGER

*Kennebunk, Maine*





# THE COMMUNITY

Tucked along the southwesterly coast of Maine, just 90 miles north of Boston and 25 miles south of Portland, the Town of Kennebunk offers a quintessential Maine experience: the smell of pine and salt in the air, and the sounds of waves and seagulls traveling on the wind. From its vibrant villages to its sandy beaches, the town takes pride in being the state's safest community and a wonderful place to live and work.

"The only village in the world so named," Kennebunk was originally settled in 1621 as an agricultural and shipbuilding town. The Kennebunk of today, home to more than 11,500 residents within its 43.75 square miles, celebrates that rich tradition and history and has since evolved into a favorite destination for travelers worldwide.

Visitors flock to its rolling hills, the beautiful Mousam and Kennebunk rivers, and the sea-captain mansions of Summer Street. And residents and vacationers alike enjoy its coastline, where they have their choice of Gooch's, Middle, Parsons, and Mother's beaches. Play in the surf, comb the sand for shells, or enjoy a long walk; the string of beaches, some sandy, some rocky, stretch along Beach Avenue and transition from one to the next with the help

of sidewalks that make the stretch a favorite for walkers and joggers.

Kennebunk also invites you to hit the water. Rent a boat or kayak from a shop near Dock Square, hop on a lobster boat tour, or secure a charter for professional fishing or whale watching. Or head out to Route 99 to explore a wildlife management district locally nicknamed the "Blueberry Plains." Adventurers will also enjoy a trip to the Rachel Carson National Wildlife Refuge, where walking trails twist along the salt marshes and estuaries, or visits to Eastern Trail, Bridle Path, Hope Woods, and other treasures of the Kennebunk Land Trust.

Those who prefer to stick to town are likewise well rewarded. Take a stroll along the revitalized historic Main Street to revel in a vibrant shopping and dining scene. Browse one-of-a-kind boutiques and art galleries, grab an ice cream and enjoy some live music. The town is also known for its various restaurants, from popular diners and pubs to wine bars and fine dining.

The Brick Store Museum, Wedding Cake House, and a collection of sea captain homes offer a peek into

## THE COMMUNITY *continued*

Kennebunk's past — or check out the town's charming Museum in the Streets, a series of 25 historical markers providing a self-guided tour. To experience modern-day Kennebunk's strong sense of community, don't miss its full calendar of special events, including May Day, Harvestfest, the Kennebunk Art Festival, West Kennebunk Family Fun Days, and Christmas Prelude.

Although Kennebunk's traditional population centers still remain, the houses and landscape are strong reminders of the town's history. The 1970s and '80s brought significant changes in housing types and development patterns, and homes have spread along area roadways to all corners of the community. Residents have their choice of condos, large-lot single-family homes, and everything in between. Approximately 80 new single-family home permits issued in the past year highlight a population boom for the community as more and more people decide they want to feel like they're on a New England vacation year-round.

Kennebunk families are served by Maine Regional School Unit 21, with roughly 2,630 kindergarten through 12th-grade students attending six campuses. Notably, Kennebunk High School is ranked the second best in Maine. The New School offers a private education experience for those who prefer it, and those seeking higher education have their choice of nearby institutions, including the University of New England, York County Community College, the University of Southern Maine, the University of New Hampshire, and Southern Maine Community College.

Excellent healthcare facilities are also available for residents. Kennebunk is home to Southern Maine Health Care and New England Cancer Specialists, with additional options in nearby communities accessible via I-95 and Route 1.

The median household income in the community sits just under \$84,600, and single-family homes in the community have a median price of about \$577,700.



## MAJOR EMPLOYERS

*Corning*

*Maine Regional School Unit 21*

*Kennebunk Savings*

*Town of Kennebunk*

*Hannaford*

*Huntington Common*

*Home Instead Senior Care*

*Kennebunk Center for  
Health & Rehab*

*RiverRidge Center*

*Southern Maine Health*

*HMS Host*

*Northeast Coatings*

*The Hissong Group*

*Plixer*

*Garrett-Pillsbury*

*KKW Water District*

*Tom's of Maine*

*Bergen & Parkinson*

*Downeast Energy*

# TOWN OF *Kennebunk* MAINE

## MISSION & VALUES

### *Mission:*

The Town of Kennebunk partners with our community members to deliver superior service in the most efficient and effective manner possible while preserving, protecting, and enhancing the quality of life of all of our residents, businesses and visitors.

### *Core Values*

- ***Culture of Excellence:*** We respect members of the public and each other, and treat all with courtesy and dignity. We are an inviting community that welcomes diversity and embraces our differences, promoting an atmosphere of inclusion and acceptance among our residents and visitors. We rely on teamwork to provide a seamless experience for all citizens. We uphold high ethical standards in our personal, professional, and organizational conduct. We continuously strive to meet the needs of citizens through available resources by being flexible and promoting the use of innovation.
- ***Accountability:*** We accept responsibility for our personal and organizational decisions and actions while delivering cost-effective and efficient services that are done right the first time.
- ***Communication:*** We openly communicate with the public and each other by sharing information and soliciting feedback to achieve our goals.
- ***Diversity, Inclusion, Connection:*** We believe a thriving and vibrant community stems from the diversity of its people. To that end, we strive to ensure people from all backgrounds, experiences, and perspectives feel welcomed, respected and accepted.
- ***Environment:*** We are concerned about our natural, historic, economic, and aesthetic resources and work to preserve and enhance them for future generations.
- ***Safety:*** We use education, prevention, and enforcement methods to protect life and property in the community, and maintain our infrastructure and facilities to provide a safe environment in which to live, work, shop, and play.
- ***Trust:*** We realize the perception of our organization is dependent upon the public's confidence in our commitment to our core values and to meeting the goals set collectively by the Town Manager and Select Board.

### *Principles of Excellent Service*

- Concern for the Individual
- Professional Service
- Accountability
- Positive Engagement
- Timeliness
- Teamwork
- Fair and Equitable Service
- Effective Communication
- Customer Focus

# GOVERNANCE & ORGANIZATION

Kennebunk’s Select Board — its governing body — consists of seven members elected at large to staggered, three-year terms (with a three-term limit). At the start of new terms each year, the group collectively elects a Chair, Vice Chair and Secretary/Clerk. The board establishes policy for the community, provides public leadership, represents the Town on various regional and state issues, and supervises the Town Manager.

While the Select Board sets the vision, the Town Manager oversees the organization’s daily operations. The Town’s team includes 96 full-time and four regular part-time employees and 164 variable-hour, on-call, and temporary, seasonal workers, working with a budget of about \$51.1 million this fiscal year. Together, they provide a wide range of municipal services, including Community Development, Public Works, Police, Fire/EMS, Recreation Facilities, and more. Notably, the Kennebunk Free Library is not a Town department but receives Town funds.

The organization recently completed the construction of a new skate park and invested in the sea wall; significant projects currently underway include athletic fields at the high school and a new Public Services building.

Kennebunk has an ad valorem tax rate of \$14.25 (an estimated effective tax rate of \$10.68). With the recent surge in prices since the start of the pandemic, the effective tax rate for a property with a median sales price is about 1.06%.



# STRATEGIC GOALS

In their recently approved Comprehensive Plan, Town leaders established several local goals tied to critical elements of the organization and broader community, setting a vision for the years ahead. These include:

## *Historical and Archaeological*

- To conserve and promote Kennebunk's unique identity and small-town character by protecting the Town's historic and archeological resources.

## *Natural Resources*

- To protect, maintain and, where possible, improve the quality of the Town's natural environment and resources – namely: wetlands, wildlife, and fisheries habitat, sand dunes, shorelands, scenic vistas, and unique natural areas.

## *Marine Resources*

- To preserve and enhance water-dependent land uses such as marinas and working waterfront facilities on the Kennebunk River.
- To protect and enhance the Town's marine resources, including fisheries and shellfish habitat, sand dunes, shorelands, estuaries, and related coastal waters.
- To maintain a balance between commercial and recreational uses in the Kennebunk Harbor.
- To continue to cooperate with Kennebunkport and Arundel in the management of the Kennebunk Harbor.

## *Economy*

- To preserve and expand the base of nonpolluting manufacturing, distribution, healthcare, financial services, food and lodging services, and high technology activity in Kennebunk.
- To assure a supply of industrially zoned land that is near public utilities and that has good access to the regional transportation system, particularly the Maine Turnpike.
- To support tourism as a vital part of the local economy, but manage it so that it enhances the Town's historic, architectural and scenic features and does not compromise the qualities that make Kennebunk unique.
- To support the local arts community and promote the town as a center for cultural, social and educational programs.
- To diversify the local economy.
- To maintain and actively foster Downtown Kennebunk, Lower Village and West Kennebunk Village as vital commercial areas, and to preserve their traditional village pattern of development.
- To maintain and actively foster small scale, neighborhood-oriented commercial uses in the Downtown, Lower Village and West Kennebunk Village.
- To support working from home as a rational form of land use provided it does not cause nuisances in the neighborhoods or alter the residential character of neighborhoods.

## STRATEGIC GOALS *continued*

### *Housing*

- To formulate through Zoning ordinances the ability to continue to provide a variety of housing units to serve the diverse needs of residents.
- To continue to meet state requirements for “affordable” housing to support the needs of both workers and seniors.
- To foster public-private partnerships to achieve these goals.
- To support the creation of housing that meets the needs of older residents, including housing that is rehabilitated, adapted or newly constructed to help older adults age in place.

### *Recreation*

- To maintain and promote land/water recreational sites, programs and facilities for residents and visitors.
- To provide a varied assortment of recreational opportunities to meet the needs of aging adults, including both outdoor and indoor sources.

### *Transportation*

- To promote a safe and sustainable transportation system that supports the village/rural pattern of settlement and encourages modes of travel alternative to automobiles within and between villages, negating the need for seniors and families to use autos when doing local errands.



## STRATEGIC GOALS *continued*

### *Public Facilities and Services*

- To collaborate with utilities to ensure reliable and cost-efficient services to Town residents and businesses, and to support Growth Areas as defined by the Town's zoning ordinances.
- To support the inclusion of older adults' contributions to Town quality of life.

### *Fiscal Capability and Capital Improvement Plan*

- To improve the efficiency and effectiveness of public service delivery through formal and informal means of inter-local cooperation and communication
- To proactively evaluate the adequacy of current public facilities and procedures, and formulate plans to expand and update as necessary, while concentrating Town financial resources in Growth Areas.

### *Climate Change and Sea Level Rise*

- To recognize the full range of potential climate change impacts on Town residents and the local economy and formulate a set of strategies to minimize the negative consequences therefrom.

### *Future Land Use Plan*

- To encourage growth in areas that can support it with existing Town infrastructure and public utilities, to do all that is possible to keep housing options affordable, and to protect our limited natural resources.

### ***What We Value:***

The Town of Kennebunk's Select Board is committed to fostering an environment that values diversity and inclusion. Kennebunk celebrates the diversity of culture, background, experience, and thought.

### ***Who We Are Seeking:***

We are seeking dedicated individuals who want to offer their talents, experience, and perspectives to make a difference in the Springfield community! We are seeking authentic individuals from all different backgrounds and perspectives who are committed to creating a welcoming and inclusive community.

### ***What to Consider When Applying:***

Studies have shown that women and minorities are less likely to apply when they haven't seen people they identify with in a certain role or career. Additionally, individuals often don't apply because they believe they are unable to perform every task in the job description. We are most interested in finding the best candidate for the job. The Town will consider any equivalent combination of knowledge, skills, education, and experience to meet minimum qualifications. If you are interested in applying, we encourage you to think broadly about your background and skill set for the role.



## ABOUT THE POSITION

Appointed by and answerable to the Select Board, the Town Manager serves as Kennebunk's chief administrative official, responsible for its resources, operations, and the general conduct of its affairs as established in the Town Charter.

The position is responsible for managing and supervising all of the Town's departments, agencies, and offices, ensuring that operations align with the vision, policies, and goals of the Select Board, and providing professional advice to elected and appointed officials. It also oversees the creation of short- and long-range plans; prepares studies, reports, and recommendations; develops and monitors the annual budget; identifies community needs and potential solutions; and works directly with the public, regularly engaging with residents, business owners, and other stakeholders.

As the leader of the organization, the role plans and organizes workloads and staff assignments; trains, motivates, and evaluates assigned employees; and recommends division directors for confirmation by the Select Board. It also represents the Town to outside organizations, members of the media, as well as various regional, state, and federal agencies.

## OPPORTUNITIES & CHALLENGES

In their recently approved Comprehensive Plan, Town leaders established several local goals tied to critical elements of the organization and broader community, setting a vision for the years ahead. These include: .

- **Strategic Planning** - The new Town Manager will need to be strategy-minded, someone who can marry passionate public input with responsible public policy and help a relatively new Select Board feel confident in their decisions. After a five-year development process, the community is eager to see further progress made on the adopted comprehensive plan. Town leaders have also established a Charter Review Committee to consider changes. Strategic planning should respect the Town's history and the views of its longtime residents while making room for new perspectives and keeping a keen eye on the Town's long-term sustainability. And, of course, plans should balance community service-level expectations with staffing and funding levels.



## OPPORTUNITIES & CHALLENGES *continued*

- ***Building Relationships*** - Establishing and building strong relationships within the community will be a top priority for this position, and honesty and transparency will be critical. In addition to residents and members of the business community, the new Town Manager should be prepared to strengthen ties with neighboring cities and the regional school district so that progress can be made on common issues.
- ***Community Investments*** - Town leaders have identified a need for improved public transportation and more parks and recreation programming. A new solid waste contract is also pending to address a desire for improved waste management.
- ***Public Engagement*** - Kennebunk has a proud history of community engagement, and the ability to participate in the political process is part of the Town's identity. The incoming Town Manager needs to have an appreciation and understanding for the New England style town meeting form of government. They will want to continue — and enhance — proactive communication with the community to ensure residents understand issues facing the Town and feel connected to decision-makers. They will also want to support and utilize the established citizen committees and find opportunities to refresh them, helping those volunteers understand their role in supporting staff and the Select Board.
- ***Economic Development*** - At present, Kennebunk is primarily a bedroom community with some tourism and industry. Town leaders understand the need to diversify the tax base, be more business-friendly, and perhaps pursue an innovative business district along the Route 1 corridor. The new Town Manager will want to get up to speed on the recently adopted economic plan and work quickly to implement it.
- ***Housing*** - Housing costs for workers and families who want to live close to work or raise a family in Kennebunk have become a challenge as the Town's growth is pricing people out. Zoning and development regulations to support the new comprehensive plan are a priority, along with policies to address short-term rentals, absent landlords, and recent state legislation focused on increasing housing opportunities, including accessory and micro-housing.
- ***Fiscal Sustainability*** - The new Town Manager should be skilled in local government financial best practices to guide fiscal and debt strategies in the short and long term. The successful candidate will need to manage the cost of Town aspirations, ensure sustainability within the capital improvements program, and remain sensitive to property valuations and their impacts on local property owners.
- ***Climate Action*** - Maine remains committed to taking climate change seriously and acting locally to protect the state's unique environment. Kennebunk hopes to partner with neighboring communities to develop a four-town initiative to create local climate change action plans, and the new Town Manager will want to prioritize hiring a sustainability director to lead efforts for the organization.
- ***Recruitment & Retention*** - As with any service-driven organization in the current job environment, the ability to attract and retain excellent talent is an ongoing challenge. Among the incoming manager's first tasks will be filling key leadership positions within the organization and working with the team to improve employees' work-life balance. Employees also hope to maintain their sense of family and harmony within the organization despite retirements and leadership changes, underlining the importance of making the right hires and onboarding them effectively. And Town leaders would like to see greater diversity among the organization's leadership, reflective of the region's changing demographics. Finally, experience in contract negotiations with employee unions will serve this position well.

# IDEAL CANDIDATE

The Town of Kennebunk is seeking a skilled, approachable, and collaborative, public servant-leader with experience guiding organizations and communities through change and growth.

Candidates should be open-minded, innovative, and curious, professionals who embrace input and know how to build consensus on even contentious issues. They should be honest, trustworthy, warm, and responsive, able to build rapport with anyone. They should understand when to lead and when to follow, putting the team and the community's goals first rather than their ego.

The successful candidate will be patient and inclusive, sensitive to the fact that change can be uncomfortable for residents who are passionate about the Kennebunk they have known and loved for many years. They will have thick skin, someone able to roll with the punches in a dynamic organization.

While prior town/city manager experience is not required, candidates for this role must understand how to deal with tight budgets, work with unions, manage projects, and strategically pursue major goals. Familiarity with state and federal grant programs, public safety needs, small-town politics, economic development, and a beach-focused tourism community's seasonal fluctuations will be valuable. Additionally, they should have extensive knowledge of climate change and environment impacts on coastal communities.

Area residents care about authenticity, and the successful candidate must prioritize getting to know the town — where it has been and where it's going. Those connections to and within the community will be critical to the new Town Manager's success. Community leaders are also looking for strong communication and negotiation skills, someone who can build bridges and ease tensions amid passionate perspectives.

The ideal candidate is visionary - innovative and proactive, yet realistic, willing to challenge old practices in pursuit of the big picture. They must be able to walk the walk rather than just talk the talk, though, putting those plans into action and moving ideas forward effectively.

As the organization's leader, they should also have the skills to motivate and inspire Town staff, empowering them to find solutions and advocating for their needs. Additionally, they should be able to ensure all employees know they are valued through engagement, listening, advocating for resources, and promoting inclusion among different classes of employees. That will require a sense of humor, open-door policy, and high emotional intelligence — a leader of people who can help new hires coming into the organization to hit the ground running and instill a sense of renewed purpose among longtime employees.

# EDUCATION & EXPERIENCE

This position requires a bachelor's degree in public administration, management, urban planning, business, or a related field with a master's degree preferred. Experience working in a progressively responsible position within municipal government preferred. Candidates should have at least five years of management-related experience, and experience working with commissions, boards, or committees is preferred.

Any equivalent combination of education and experience sufficient to perform the position's responsibilities may be considered.

While the successful candidate for this position will not be required to live in town, residency is strongly preferred. Close proximity will be necessary to stay engaged with the community and respond to issues as needed.

# COMPENSATION & BENEFITS

The Town of Kennebunk is offering a salary range of \$112,622 to \$168,933 for this position, depending on qualifications and experience. The organization also boasts a comprehensive benefits package, including health, dental, vision, and life insurance; generous sick and vacation policies; paid time off; 13 paid holidays, personal days, and a floating holiday. The Town also has an active Employee Assistance Program and wellness offerings.

Kennebunk participates in MissionSquare Retirement Plans, a 401a plan with a 7.5% employee contribution and 1:1 employer match, or employees may choose a MainePERS defined benefit plan. The Town also offers a supplemental 457 plan.



# APPLICATION PROCESS

[Please apply online](#)

For more information on this position, contact:

**Mark McDaniel, Senior Vice President**  
[MarkMcDaniel@GovernmentResource.com](mailto:MarkMcDaniel@GovernmentResource.com)  
817-773-6558



As an Equal Opportunity Employer, the Town of Kennebunk shall employ, upgrade, and promote the best qualified person(s) who are available at the salary level established for the position, without discrimination as to race, religion, age, sex, physical or mental disability, sexual orientation (including gender identity and expression), national origin or ancestry, marital status, citizenship, genetic information, protected veteran status, color, political affiliation, whistleblower activity, or any other status protected by law.

# RESOURCES

**Town of Kennebunk**  
[kennebunkmaine.us](http://kennebunkmaine.us)

**Economic Development**  
[kennebunkmaine.us/326/Economic-Development](http://kennebunkmaine.us/326/Economic-Development)

**Comprehensive Plan**  
[kennebunkmaine.us/414/2021-Comprehensive-Plan](http://kennebunkmaine.us/414/2021-Comprehensive-Plan)

**Kennebunk-Kennebunkport-Arundel Chamber of Commerce**  
[gokennebunks.com](http://gokennebunks.com)

**Town of Kennebunk Social Media**



**Agreement for Executive Recruitment Services  
for Town Manager  
between**

Strategic Government Resources, Inc. ("SGR")  
and  
Town of Gray, Maine ("Organization")

**Scope of Services:**

SGR shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Development recruitment plan and timeline
- Production of a professional position profile brochure
- Advertising and marketing
- Communication with prospects and applicants
- Initial screening and review of applications
- Briefing with search committee to facilitate selection of semifinalists
- Written questionnaires, customized to the position, for up to twelve (12) semifinalists
- Recorded online interviews for up to twelve (12) semifinalists
- Stage 1 Media Searches on up to twelve (12) semifinalists
- Electronic delivery of semifinalist briefing books and online interviews
- Briefing with the search committee to facilitate selection of finalist candidates
- Assistance with development of advanced exercise for finalist candidates, if desired
- Comprehensive Stage 2 Media Reports for up to five (5) finalist candidates
- Comprehensive background investigation reports on up to five (5) finalist candidates
- Comprehensive Reference Checks for up to five (5) finalist candidates
- Electronic delivery of finalist briefing books
- Assistance with interview questions and interview schedule
- Assistance with stakeholder engagement, if desired
- Assistance with negotiating terms and conditions of employment, if desired
- Up to Two (2) in-person visits by the Recruiter to the Organization.
- Periodic updates regarding the progress of the search, as frequently as desired

**The Organization agrees:**

- To provide photos/graphics and information necessary to develop position profile brochure
- To respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process
- To refer all prospective applicants to SGR and shall not accept applications independently during the recruitment process

- To provide reproduction of hard copy brochure, if desired
- To provide any direct mailings desired by the Organization
- To provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests
- To directly reimburse finalists for travel-related expenses to interview
- That Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law
- To comply with the Fair Credit Reporting Act (FCRA) with regard to any pre- or post-adverse action notices and requirements if the Organization decides not to hire a candidate as a result of their credit history report

**SGR shall be compensated by the Organization as detailed below:**

**Not-to-Exceed Price = \$26,900\***

*\* Ad placement costs are not included in the Not-to-Exceed Price. These costs are estimated to be between \$1,750 and \$2,500 and shall be added to the total cost of services upon approval from the organization.*

**Not-to-exceed price includes:**

- **Professional Service Fee - \$20,500**
- **Expenses** (will appear on invoices until not-to-exceed price is reached):
  - **Position Profile Brochure & Marketing - \$1,500**
    - Production of a professional position profile brochure
    - Custom-designed graphics for social media and email marketing
    - An announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
    - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
    - Job placement on SGR's website
    - Ad placement on SGR's job board
    - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
  - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **\$225 each**
  - **Comprehensive Media Reports** for up to five (5) finalists - **\$500 each**
  - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **\$400 each**
  - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **\$225 each**
  - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.

### **Reimbursable Expenses**

- **Ad placements, as approved by the Organization, will be billed back at actual cost with no markup for overhead.**

### **Supplemental Services (not included in the not-to-exceed price above):**

- SGR will conduct a Stakeholder Survey for \$1,000. SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and Organization will agree to the open survey time period, typically ten (10) to thirty (30) days. Organization shall be responsible for marketing and promoting the survey to stakeholders. A written summary of results is provided to Organization within three (3) business days of survey close date. Survey is not validated statistically.
- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for \$225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for \$225 per candidate.
- There is a cost of \$175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of \$1,000 per half-day and \$1,500 per full day. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates will be reimbursed directly by the Organization for travel expenses.
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

### **Billing:**

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Organization Contact for Invoicing:

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

Position: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Service Guarantee:**

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 12 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

**Expenses in the event of a repeat search shall include:**

- Position Profile Brochure Edits, Custom Graphics, and SGR Marketing - \$750
- Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.
- Online interviews - \$225 per candidate.
- Comprehensive media reports - \$500 per candidate.
- Background investigation reports - \$400 per candidate.
- Reference checks - \$225 per candidate.
- DiSC Management Profile - \$175 per candidate
- Should the organization request printing of semifinalist or finalist briefing materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Recruiter travel. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- Stakeholder Survey - \$1,000
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

**Terms and Conditions:**

- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such an event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure. If the Organization receives an open records request, the Organization shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted.

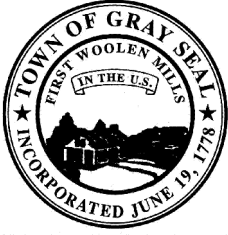
Approved and Agreed to, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between

\_\_\_\_\_  
Jeri J. Peters, President of Executive Recruitment  
Strategic Government Resources

\_\_\_\_\_  
Town of Gray, Maine

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## TOWN OF GRAY

Henry Pennell Municipal Complex  
22B Main St, Gray Maine 04039  
www.graymaine.org

DEPARTMENT OF BUILDINGS AND  
GROUNDS

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

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### MEMO

To: Josh Tiffany-Interim Town Manager  
Gray Town Council

From: Mo Russo, Director of Buildings and Grounds

Date: September 11, 2023

Re: Electrical Construction-Library Generator

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A Request for Proposal from qualified Electrical Contractors to furnish, install, and terminate connections to a Kohler 100kw LP Generator and install the supplied 400 amp automatic transfer switch was issued. The RFP was issued on August 22<sup>nd</sup>, 2023.

Certified Letters with Return Receipt were sent to: Electrical Systems of Maine, Gowen Inc, Mid Maine Generator, and McIver Electric. The RFP was posted on the Town's website and Facebook page as well. Bids were due by September 7<sup>th</sup> at noon.

The Town received one proposal from McIver Electric of Bridgton, Maine in the amount of \$17,530.

This project is funded by a FEMA grant with a Town match. The total anticipated and budgeted cost for this project is \$77,500, of which the Town will receive up to \$35,750 as reimbursement. To date \$37,616 has been expended to purchase the generator.

9/6/23

To Whom it May Concern,

Thank you for considering Mclver Electric for the installation of your 100kW Kohler Generator.

We have installed many similarly sized generators in the greater Lakes Region area over the years, and we hope to add the Town of Gray to our growing list of satisfied generator customers.

Attached, please find 3 references for similar jobs, as requested.

We have done countless jobs for the Town of Gray and have a well established working relationship with many members & employees within the local government. We very much look forward to completing another successful project with them.

As always, our owner, Geoffrey LaBarge will be heading up this project for the Town of Gray.

Our proposed timeline is partially dependent on CMP availability, as CMP will need to be involved in order for us to make the necessary connections between the meter enclosure and the automatic transfer switch. The setting of the generator, running of PVC & conductors, etc., can begin mid-October, 2023. (Contingent on availability of materials needed for installation.)

Overall cost for this project estimated to be \$17,530.00, with \$7160.00 of that being for labor costs, and \$10,370.00 for permit, materials & any incidentals.

Again, thank you for considering Mclver Electric for your generator installation.

## **REFERENCES:**

Joe Manning

Fryeburg Academy

207-935-2001

Richard Wentworth

T. Buck Construction

207-783-6223

Mo Russo

Town of Gray

207-657-2842.

Michael Renell

Local business owner

617-901-6325

**McIver Electrical Contracting, Inc.**  
**221 Portland Rd.**  
**Bridgton, ME 04009**  
**207-647-3664**



# Estimate

Date	Estimate #
9/5/2023	3240

Name / Address
Town of Gray 24 Main St. Gray, ME 04039

Job Location
TOWN OF GRAY LIBRARY

Terms
Net 30

Description
ESTIMATE FOR LIBRARY GENERATOR ELECTRICAL CONSTRUCTION
-SECURE STATE PERMIT -INSTALL CUSTOMER PROVIDED 100KW SINGLE PHASE LP KOHLER GENERATOR. -INSTALL CUSTOMER PROVIDED 400AMP TRANSFER SWITCH WIRED INTO EXISTING 400AMP SINGLE PHASE SERVICE. -COORDINATE WITH CMP FOR TEMPORARY OUTAGE. -ATTEND START UP WITH MID MAINE GENERATOR. -TRENCHING & BACKFILLING, & SETTING OF GENERATOR TO BE DONE BY OTHERS.
(140') 14-7 OMNI CABLE (140') 4" PVC SCHED 40 CONDUIT (2) 4" PVC 90 DEGREE ELBOW CARL UA9AN (4) 4" PVC COUPLING E940N (4) 4" PVC MALE ADAPTER COMPL (1) 4" PVC EXPANSION COUPLING E945N (280') 1" PVC SCHEDULE 40 100P (4) 1" PVC 90 BELL END CARL UA9AFB-CTN (8) 1" PVC COUPL CARL E940F (4) 1" PVC MALE TERM ADAPTER CARL E943F (2) 1" PVC EXPANSION COUPLING E945F (140') WARNING TAPE PLASTIC BURIAL HOFF A6636RT RNT WIREWY TRGH 4" LR CONDUIT BODY (2) ILSCO GBL-250 LAY IN GRD BUSH LUG 250-6 2/0 BLINE 6648F NEMA 1 WIREWAY (10') P-STRUT PS-100-EH-10-PG 1 5/8"X3 1/4" DEEP (4) 3/8" CHANNEL CLAMP SPRING NUT PS-RS-3/8-EG

<b><i>If agreeable, please sign and send back with 1/2 deposit, and we will schedule the work for you. Thank you and look forward to working with you!</i></b>  <b>Signature</b> _____	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

**McIver Electrical Contracting, Inc.**  
**221 Portland Rd.**  
**Bridgton, ME 04009**  
**207-647-3664**



# Estimate

Date	Estimate #
9/5/2023	3240

<b>Name / Address</b>
Town of Gray 24 Main St. Gray, ME 04039

<b>Job Location</b>
TOWN OF GRAY LIBRARY

<b>Terms</b>
Net 30

Description
(2) SQD PK27GTA GRND BAR KIT (6) SQD LK150AN LUG KIT (610') XHHW 250 MCM 37 BLK (310') XHHW 4/0 AWG 19 STRND BLK (160') XHHW 1-0 STR BLK MR ALUM CARLVC9962 PVC CEMENT QT MISC. HARDWARE & MATERIALS  LABOR COSTS      \$7160.00 MATERIALS COSTS \$10370.00  50% DEPOSIT DUE UPON ACCEPTANCE OF CONTRACT. REMAINDER DUE UPON COMPLETION OF JOB.

*If agreeable, please sign and send back with 1/2 deposit, and we will schedule the work for you. Thank you and look forward to working with you!*

**Signature** \_\_\_\_\_

<b>Subtotal</b>	\$17,530.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$17,530.00



## TOWN OF GRAY

Henry Pennell Municipal Complex  
24 Main St, Gray Maine 04039  
[www.graymaine.org](http://www.graymaine.org)

### ADMINISTRATION

*Justine Hutchings, Finance Director*  
[finance@graymaine.org](mailto:finance@graymaine.org)  
(207) 657-3339 x103

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August 28, 2023

To: Town Council

From: Justine Hutchings

Re: Disabled Veteran Excise Exemption – Dennis M. Davis

Vehicle excise tax, totaling \$1,682.39, was paid by Dennis M. Davis on January 3<sup>rd</sup>, 2023, and on June 22<sup>nd</sup>, 2023. Dennis M. Davis has certification from the United States Department of Veterans Affairs which states that he is permanently disabled and receives benefits based on a rating of 100% for service-connected disability. Mr. Davis recently became aware of his exemption from the Motor Vehicle Excise Tax due to his disability rating and is requesting reimbursement in the amount of \$1,682.39.

It is my recommendation that the Town of Gray issue the requested refund to Dennis M. Davis.

Town of Gray

----- R e c e i p t -----

\*\*\* REPRINT \*\*\*

/03/2023 pt #54656 9:58 AM  
PE----- REF--- AMOUNT

\*\*DAVIS, DENNIS M

tor Vehicle 3038LM

NRT

Excise Tax 849.46

State Paid 8.00

Agent Fee 6.00

Paid By:

\*\*\* REPRINT \*\*\*

Have a great day!

Check: 863.46

check #884 - 863.46

.

Town of Gray

----- R e c e i p t -----

\*\*\* REPRINT \*\*\*

/22/2023 pt #61728 3:03 PM  
PE----- REF--- AMOUNT

\*\*DAVIS, DENNIS M  
tor Vehicle 3038LM  
RRR  
Excise Tax 778.93  
State Paid 35.00  
Agent Fee 5.00

Paid By:

\*\*\* REPRINT \*\*\*

Have a great day!

Check: 818.93  
eck #902 - 818.93

# Submission #152

View

Edit

Delete

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

[Previous submission](#)

Next submission

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

## Submission information

Form: [Volunteer Resources](#)  
Submitted by Anonymous (not verified)  
September 6, 2023 - 3:52pm  
2603:7080:4942:9100:9c62:1344:f5ec:d06

**Application Date:** September 6, 2023

## Contact Details

**First/Middle Name:** Bradley  
**Last Name:** Fogg  
**Street/PO Box:** 127 Shaker Road Trl 10  
**City, State, Zip:** Gray  
**Phone Number:** +11207405442  
**Email Address:** bradleyj53@maine.rr.com

## Employment

**Occupation:** Retired  
**Present Employer:**  
**Employer Phone Number:**

**Are you a Gray resident?** Yes

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

**Reason for selecting this particular board/committee?**

I have been a member of this Committee and its predecessors since 1986, and would like to continue the volunteer work.

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

37 years of practicing knowledge, not only of the operation of GCTV, but also with production and editing of programs. I have applicable knowledge of changing laws and statutes regarding cable television; and in the past sat on the Town's negotiating committee for two prior ten-year franchise agreements.

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

Please see above

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

This is a committee that can help to better inform the public of the Town's governmental operations but also those of MSAD 15. It has the capacity of providing a base of knowledge for the citizens to be well informed. It is Public Access capacity, it has the ability to provide the citizens with a forum to express their thought, display their knowledge, produce content of interest, expand their interaction with those around them by displaying their talents; and much more!

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

Cable Television, Zoning Board of Appeals, Gray 225th Anniversary Committee

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

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

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

This Committee has the ability to keep the citizens informed of their government's activity and operations, what's going on in MSAD15 and express themselves and opinions and interest. This is being done via cable TV and internet resources reaching into every household in the Town.

**How did you hear about this volunteer opportunity?**

Other

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

Yes

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

Yes

**I understand that Town of Gray board/committee members or their appointed chairperson(s) are required to provide an Annual Report for inclusion in each Town of Gray Annual Report. Said annual report must be submitted no later than August 1 of each year and should address: Accomplishments for the period from Jul 1 – Jun 30 of the immediately preceding fiscal year; Board/committee goals for the current fiscal year from Jul 1 – Jun 30; Forseeable obstacles to attaining said goals; Fiscal resources anticipated to meet said goals; Council support / action anticipated in order to meet said goals; Any additional board/committee activity during the period of particular interest to the Gray community.**

Yes

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

Yes

[Previous submission](#)   Next submission



# Hope For The Day<sup>®</sup> and Public Policy

Hope For The Day (H.F.T.D.) is proud to offer Proclamations to counties/municipalities in an effort to raise awareness about proactive suicide prevention.

The goal of these proclamations is to **state suicide as an issue, raise the visibility of local suicide prevention resources, and encourage others to start the conversation** around them by learning how to discuss suicide without increasing the risk of harm.

## Choose a Proclamation:

- Adopt the National Suicide Prevention + Action Month Proclamation in **September**
- Adopt the Proactive Mental Health Awareness Proclamation at **any point throughout the year**

## Enhance the impact of the Proclamation by:

- Providing general resources, bracelets, and stickers to your community or staff at a discount via H.F.T.D.'s online store.
- Providing E-learning mental health workshop for your council/county board
  - Starting at \$20/license, bulk purchase options are available
- Sharing H.F.T.D.'s Resource Compass, a tool that locates mental health and other community resources by zipcode.
- Connecting H.F.T.D. to local business or organizations looking learn more about mental health and suicide prevention.
- Inviting H.F.T.D. to attend community events to perform outreach and provide resources.
- Sharing H.F.T.D.'s resources or informative videos to your website or social media.

Please fill out this **form** with how you would like to partner together, and our team will reach out to you to get started.

\*If the Municipality/County determines that their Mental Health Board or a community organization of a similar affiliation should be the primary point of contact, we would be happy to collaborate with that agency.



To learn more visit  
**HFTD.ORG/publicpolicy** or  
scan the QR code with your  
mobile camera.



/hopefortheday



@hopefortheday



@hopefort

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## NATIONAL SUICIDE PREVENTION + ACTION MONTH PROCLAMATION

WHEREAS; September is known globally as “Suicide Prevention Month,” the National Suicide Prevention + Action Month Proclamation was created to raise the visibility of the mental health resources and suicide prevention services available in our community. The goal is to start the conversation about mental health and the impact of suicide to help destigmatize the conversation and help connect people with the appropriate support services; and

WHEREAS; more than 45,979 people died by suicide across the United States in 2020, with an average of 130 suicides completed daily; and

WHEREAS; according to the Centers for Disease Control, for every suicide death, there are 4 hospitalizations for suicide attempts, 8 emergency room visits, 27 self-reported suicide attempts and 275 people who seriously considered suicide and

WHEREAS; each and every suicide directly impacts a minimum of 100 additional people, including family, friends, co-workers, neighbors, and community members; and

WHEREAS; the Town of Gray publicly places its full support behind those who work in the fields of mental health, education, and law enforcement; and

WHEREAS; global organizations like Hope For The Day (HFTD) and our local mental health partners serve on the front lines of a war that many still refuse to discuss, as stigma regarding suicide and mental health issues is far too prevalent; and

WHEREAS, we encourage all residents to take the time to understand the importance of mental health education and recognize that taking care of ourselves and others includes taking care of mental health.

NOW, THEREFORE, be it resolved that we, the Gray Town Council, do hereby proclaim the month of September 2023, as National Suicide Prevention + Action Month in the Town of Gray.

ADOPTED ON \_\_\_\_\_ by the Gray Town Council. Ayes are indicated by signature below.

\_\_\_\_\_  
Sandra Carder

\_\_\_\_\_  
Krista Chappell

\_\_\_\_\_  
Dan Maguire

\_\_\_\_\_  
Martin Meaney

\_\_\_\_\_  
Michael Curtis

Ordered, the Gray Town Council approves the following:

**TOWN OF GRAY TOWN COUNCIL ORDER  
AUTHORIZING THE ISSUANCE  
OF GENERAL OBLIGATION BONDS**

WHEREAS, at a Town Meeting referendum election on September 9, 2023, the voters of the Town of Gray authorized the issuance of up to \$1,000,000 in general obligation bonds or notes of the Town to pay and/or reimburse the cost of improvements to the septic system that services multiple buildings on the Pennell Complex and the construction of additional public facilities and programmatic space for the Town Recreation Department and child-care program in the Manual Arts building (the “Projects”); and

WHEREAS, pursuant to such Town Meeting authorization, the Town Council desires to authorize and provide for the details of the issuance of up to \$1,000,000 of General Obligation Bonds of the Town in order to finance the Projects, together with capitalized interest on the bonds and notes in anticipation of the bonds for a period of up to three years.

NOW, THEREFORE, be it voted and ordered by the Town Council of the Town of Gray, Maine as follows:

**Section 1. Bonds Authorized and Purpose of Issue.** Pursuant to Maine law, the charter of the Town, votes duly adopted by the inhabitants of the Town at a Town Meeting duly called and held on September 9, 2023, and all other authority thereto enabling, the Town Treasurer is hereby authorized and empowered in the name and on behalf of the Town to borrow up to \$1,000,000 to finance costs of the Projects. The Town Treasurer is hereby authorized to issue and sell general obligation bonds (the “Bonds”) in the total aggregate principal amount not to exceed \$1,000,000.

**Section 2: Sale of Bonds.** The Bonds shall be issued to Androscoggin Bank upon the terms and conditions set forth in the commitment letter dated August 14, 2023 and the Town Council hereby authorizes the Treasurer to accept the proposal for financing as set forth therein.

**Section 3: Appropriation.** The sum of up to \$1,000,000 is hereby appropriated, from the proceeds of the Bonds herein authorized, to finance the costs of the Projects.

**Section 4: Rates and Other Provisions; Execution.** The Bonds shall mature at the times and in the amounts, to be dated as of such date, to bear interest at the rate or rates and to be in such form and to contain such terms and provisions (including but not limited to early redemption provisions, if any) as the Treasurer may hereafter determine or authorize. The Bonds shall be executed in the name of the Town by its Treasurer, and countersigned by the Chair of the Town Council, and be in such form and contain such terms and provisions, not inconsistent herewith, as the Treasurer and Chair of the Town Council may approve, their approval to be conclusively evidenced by their execution thereof.

**Section 5: Tax-Exempt Covenants.** The Treasurer is hereby authorized to covenant and certify on behalf of the Town that no part of the proceeds of the issue and sale of the Bonds authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and that no part of the proceeds of the issue and sale of such Bonds (including any notes and bonds in renewal thereof) shall be used, directly or indirectly, in such manner which would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Treasurer is hereby authorized to covenant and agree, on behalf of the Town, for the benefit of the holders of the Bonds, that the Town will file any required reports and take any other action that may be necessary to ensure that interest on the Bonds will remain exempt from federal income taxation, and that the Town will refrain from any action that would cause interest on the Bonds to be subject to federal income taxation.

**Section 6: Qualified Tax-Exempt Obligations.** To the extent permitted under the Code, the Treasurer is hereby authorized to designate any of the Bonds authorized to be issued hereunder as qualified tax-exempt obligations for purposes of Section 265(b) of the Code.

**Section 7: Disclosure.** The Treasurer is hereby authorized to covenant, certify and agree, on behalf of the Town, for the benefit of the holders of the Bonds, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

**Section 8: Town Officials.** If any of the officers or officials of the Town who have signed or sealed the Bonds shall cease to be such officers or officials before the Bonds so signed and sealed shall have been actually authenticated or delivered by the Town, such Bonds nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or official; and also any such Bonds may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers and officials of the Town, although at the nominal date of such Bonds any such person shall not have been such officer or official.

**Section 9: Deputy Officers.** If the Treasurer, Chair of the Town Council, or Clerk are for any reason unavailable to approve and execute the Bonds or any of the related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had herself performed such act.

**Section 10: Other Actions.** The Treasurer, Chair of the Town Council, Clerk and other appropriate officers of the Town are hereby authorized and empowered to do all such acts and things, and to execute, deliver, file, approve, and record all such financing documents, contracts, deeds, assignments, certificates, memoranda, abstracts, and other documents as may be necessary or advisable, with the advice of counsel for the Town, including but not limited to any certificates, bond insurance agreements, notices of sale and other documents as may be necessary or appropriate in connection with the sale of the Bonds and any letter of credit agreement or liquidity facility agreement necessary to the issuance of any Bonds, to carry out the provisions of this Bond Order and the provisions set forth above in connection with the Projects, the execution, sale, and delivery by the Town of the Bonds and the execution and delivery of any related financing documents.

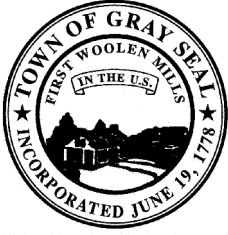
**Section 11: Costs; Reallocation.** The term “cost” or “costs” as used herein and applied to the Projects, or any portion thereof, includes, but is not limited to (1) the purchase price or acquisition cost of all or any portion of the Projects; (2) the cost of planning, developing, preparation of specifications, surveys, engineering, feasibility studies, legal and other professional services associated with the Projects; (3) the cost of environmental studies and assessments; (4) the cost of financing charges and issuance costs, including premiums for insurance, interest prior to and during construction and for a period not to exceed three (3) years from the issue date of the Bonds, underwriters' and financial advisor fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses relating to the financing transaction; and (5) the cost of all other financing authorized hereunder, whether related or unrelated to the foregoing. In the event that any proceeds of the Bonds remain unspent upon completion of a Projects, or if the Town abandons a Projects, the Town reserves the right to reallocate unspent proceeds to the costs of other qualified projects approved, or to be approved, by the Town Council, or to apply unspent proceeds to the payment of debt service on the Bonds.

**Section 12: Tax Levy.** In each of the years during which any of the Bonds issued hereunder are outstanding, there shall be levied a tax in an amount which, with other revenues, if any, available for that purpose, shall be sufficient to pay the interest on said Bonds, payable in such year, and the principal of such Bonds maturing in such year (except in the case of Notes to be refunded in that year by the issuance of Bonds).

**Section 13: Consolidation.** Any or all of the Bonds issued hereunder may be consolidated with and become a part of any other issue of temporary notes or general obligation bonds authorized to be issued by any previous or subsequent Order of the Town Council of the Town of Gray.

**Section 14: Reimbursement.** It is the intent of the Town Council that this Bond Order shall constitute the Town's declaration of official intent within the meaning of Treasury Regulation 1.150-2 to pay, on an interim basis, costs of the Projects, which costs the Town reasonably expects to reimburse with proceeds of the Bonds to be issued in the maximum principal amount of \$1,000,000

**Section 15: Effective Date.** This Bond Order shall take effect immediately upon adoption by the Town Council.



## TOWN OF GRAY

Henry Pennell Municipal Complex  
24 Main St, Gray Maine 04039  
[www.graymaine.org](http://www.graymaine.org)

OFFICE OF THE ASSESSOR

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

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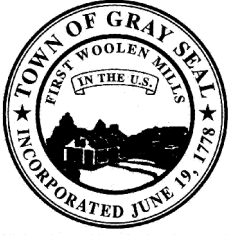
September 15, 2023

Assessing Department Report to the Town Manager (07/25/2023 – 08/31/2023):

- 7/26 – MAAO webinar – Finding Stability Post Stabilization
- 7/27 – Meeting with the Town Manager
- 7/31 – 8/11 Out of the Office
- 8/14 – Budget Review with the Town Manager
- 8/28 – Attended Town Council meeting
- 8/31 – Brunch and Learn: File Structuring, Email Etiquette, and FOAA's

Other Activities/Accomplishments:

- Continued work on FY2024 Commitment
- Assisted planning with map/lot assignments
- Completed property inspections and associated data input
- Continued training the Assessing Assistant – Cynthia Schaeffer



## TOWN OF GRAY

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

DEPARTMENT OF BUILDING AND  
GROUNDS

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

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August 29, 2023

### Department of Buildings and Grounds Report to Town Manager 7/25-8/28

- 7/25 Wild Blueberry Festival Committee Meeting
- 8/01 Wild Blueberry Festival Committee Meeting
- 8/03 Installed CEDC Mural at Village Green
- 8/03 Attended Town Council Budget Workshop
- 8/04 Library Quarterly Sprinkler Inspection
- 8/07 Cote Crane delivered Generator at the Library
- 8/12 Wild Blueberry Festival
- 8/16 Wilkies Beach Closed due to high e-Coli count
- 8/16 CMP connected and energized EV Charger Service
- 8/17 Wilkies Beach reopened
- 8/17 Safety Committee Meeting
- 8/21 1:1 Meeting with TM
- 8/22 RFP for Library Generator Electrical Construction Issued
- 8/24 DH Meeting
- 8/25 Newbegin Gym Floor refinished.
- 8/28 Attended Town Council Budget Hearing

### Town Council Tracking Worksheet Items:

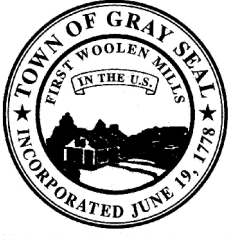
- N/A

### Other Activities / Accomplishments:

- 18 Requests for Service for the period of 7/25-8/28 outside of normal daily routine.
- Preparation for the Wild Blueberry Festival takes significant staff time the week leading up to and the day of the Festival. The better part of the Monday following the festival is spent by staff putting things away and returning the campus to normal. The festival has grown exponentially, more town resources need to be devoted to the Festival in the next year.
- Work continues on various projects, one of the EV Charger pedestals was moved from it proposed location to better facilitate use of the charger in the wintertime by Town Vehicles. This location allows for the parking lot to be plowed with the vehicle plugged in.

### Challenges / Obstacles Requiring Assistance Outside of the Department:

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## TOWN OF GRAY

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

## ADMINISTRATION

Jonathan Hartt, Human Resources Director  
jhartt@graymaine.org  
(207) 657-3339 x102

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September 11, 2023

### **Human Resources Report to Town Manager (August 1 – September 1, 2023):**

#### Recent Activities:

- 8/4: Town Payroll
- 8/8: Meet with TRIO accounting software trainer
- 8/9: Renew HPHC health insurance plan
- 8/8: Prepare 8/15 Council workshop and meeting agendas
- 8/10: Post 8/15 Council workshop and meeting packets
- 8/16: Prepare 8/23 Council workshop and executive session agenda
- 8/17: Attend Safety Committee meeting
- 8/18: Announce HPHC Medical Open Enrollment
- 8/18: Interview FF/EMT and Deputy Clerk candidates
- 8/18: Town Payroll
- 8/18: Prepare 8/23 Council workshop and executive session packet
- 8/24: Announce Town Manager's resignation
- 8/24: Attend Department Head Meeting
- 8/24: Prepare 8/28 Council special meeting agenda
- 8/25: Post 8/28 Council special meeting packet
- 8/28: Send Viral Illness Prevention email to staff
- 8/29: Share Workplace Violence Policy draft language with department heads
- 8/31: Meet with Town Manager and Communications and Information Director
- 8/31: Prepare 9/5 Council meeting agenda
- 9/1: Town Payroll

#### Other Activities/Accomplishments:

- Administrative support
    - Received and processed committee applications for Town Council consideration, produced Council meeting agendas and packets on the Clerk's behalf
    - Reviewed warrant articles for Town Manager in anticipation of 9/9 Town Meeting, supported Finance with cash receipting
  - Benefits management
    - Provided COBRA Continuation Coverage Election Notice to departing employees
    - Prepared TimeClock Plus payroll module memo for Town Council
    - Provided Workers' Compensation claim information to insurer
-

- Function evaluation
  - Presented job analysis and job design/description for new/revised positions to Town Manager
- Recruitment and selection
  - Communicated with Digital Media Coordinator regarding job postings
  - Responded to applicants, prepared interview materials, checked references

Challenges/Obstacles:

- Staffing
  - Coordinated with Town Council regarding Town Manager’s departure, Interim Manager proposals, and initiation of Town Manager search
  - Supported department heads on Family and Medical Leave Act (FMLA) leave
  - *Did you know?* Gray’s increasing population has meant more demands on town services such as elections, permits, licenses, and public records. From FY22 to FY23, the town saw an increase of 972 voters and the Clerk’s Office performed 1,075 more registrations. Staffing in Administration is essential to meet the town’s growing needs effectively.
    - ✓ The good news is that voters have approved the FY24 municipal budget, which includes the addition of an Assistant Clerk position. This new position will support the Town Clerk, Finance, and Recreation.
- Pay and benefits administration
  - Ongoing maintenance and internal review to ensure compliance with policies and regulations, such as:
    - Employee Information
    - Time Reporting
    - Compensation and Benefits
    - Payroll Taxes
    - Deductions and Withholdings
    - Payroll Processing
    - Payroll Records
  - ✓ The good news is that voters have approved the FY24 municipal budget, which includes the purchase of TimeClock Plus to automate timekeeping and absence requests for employees. This new hardware/software integrates with municipal accounting software TRIO to reduce staff time spent on payroll administration, assist supervisors with leaves and time reporting, and provide individual employees with current information.



## TOWN OF GRAY

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

## OFFICE OF COMMUNICATIONS

*Josh Tiffany, Communications Director*  
jtiffany@graymaine.org  
(207) 657-4110

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### Town Manager Monthly Report – Communications, Libraries, & Information Technology

July 25 to August 27 2023

#### Library

- Posted position for Full Time Circulation Assistant, reviewed applicants, and conducted interviews. We created this position based on the existing job description of our part-time circulation assistants. While we had hoped to hire a full-time Head of Circulation, the last time we advertised for that position a few months ago, the applicant pool was entirely shallow and the person that was selected worked for one-day before ceasing communication with the Library. We hope that filling a full-time circulation assistant position will help us bridge the gap of our staffing shortage (as we move past a year since we last had a full staff) and allow us to train up a new staff member to assume greater responsibilities in the organization in the future.
- An aspect that allowed the Library to pivot from a full-time Head of Circulation to full-time Circulation Clerk involved the plans to remove most of the responsibilities for Communications and IT from the Library Director's charge. This would allow for exclusive focus and oversight by the Library Director over the functions and workings of the Library. After working a year in all three departments, it was clear that the workload was unmanageable, and the prolonged oversight would cause burnout in the Director. It was agreed that after the Town Meeting on September 9<sup>th</sup>, these responsibilities would be removed.
- Discussed change of language in the Library's existing Facilities Use Policy and Library Card Policy. Redrafted and reviewed changes that included adding language in relation to possible sanctions / refusal of further use if organizations repeatedly make meeting room reservations and then do not show up to the use the space at the designated time, and revised Card Policy to no longer allowed residents of Raymond and Pownal special discounts for registering an
-

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account at Gray Public Library. Due to confluence of events, have yet to submit requested changes to Town Council for review, but will do so shortly.

- In collaboration with the Gray Public Library Association and the Town of Gray Open Space Committee hosted ReWild Maine and an educational class on invasive species.
- Aided Human Resources Director in providing information on how the Library manages breaks for various length shifts.
- Researched new vendors and ordered new item barcodes.
- Due to persistent short staffing, requested vacation cap for the Assistant Director be temporarily lifted due to her inability to arrange for periods of time off.
- Due to a rainstorm, hosted Leader's in Training Rec Kids at the Library on the first Friday in August.
- Coordinated with Human Resources to find some informational resources for some rising staffing related issues. Information was provided promptly and expertly.
- Ordered a new batch of popularly requested titles for the Minerva High Demand Library. This "Library" is a grant funded initiative from the Minerva consortium that seeks to lessen the wait times for new and popular works by purchasing additional copies to be distributed throughout the system.
- Due to date of Town meeting and the resulting staff shortage, requested Town Manager allow the Library to be closed on Saturday, September 9<sup>th</sup>. This request was granted, and communications efforts around the library's closing are underway.
- Worked with two separate library patrons who had unique requests for use of our public meeting spaces. One was looking to start a mystery book club, and the other sought to create and cultivate a writer's group at the library. We assisted both patrons in understanding how to use the meeting rooms, how to best advertise and promote the groups, and how to best navigate the process. The writers group help their first meeting with five people in attendance, and the mystery book club will start next month. The Gray Library is overjoyed in assisting others to help cultivate community.
- Screened 23 films throughout the month, with a total attendance of 100. In prior summers, we have attempted a film series geared at younger audiences, and we always met with limited interest and attendance. Due to the newly invigorated

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youth services area, this summer was a smashing success for our Family Movie Wednesdays with parents singing the praises, kids having a great time, and overall interest in our film screenings increased.

- Hosted thirteen external community organizations, and five Town of Gray related meetings in our meeting room.
- Posted Town Meeting flyers on every available space we could in the Library.
- The Youth Services Department at the Library had an extraordinary summer. Andrea Kazilionis, the new Head of Youth Services, held her first series of Summer Reading programs. Throughout the month of August, she hosted 10 Toddle Storytimes with a total attendance of 208, and 5 newly minted Baby Lap sit Times with a total attendance of 80.
- As part of Summer Reading, hosted Marine Mammals of Maine for a presentation on “A Seal’s Journey”. 42 people attended.
- On Saturday, August 26<sup>th</sup>, hosted our first ever End of Summer Pizza Party and a total of 54 people attended.
- Things overheard at the Library:
  - o July 27, 2023: “I love that this is one of the few places he feels so comfortable that he runs right in when we get out of the car and makes himself at home in the kids’ room right away.” – Parent on 1st grader
  - o 7/29/2023: “I’m SO happy.” – Eighth Grade student upon finding a book to read
  - o 8/4/2023: “My son comes to the library to read and when he came home recently, he said, ‘Mom! They are doing so much at the library – they even had bingo?! Why didn’t they have that when I was a kid!’” – Parent at Cumberland Farms
  - o 8/10/2023: “Did you get new books in? Because there are a lot of good books here now.” – Elementary aged patron

#### Communications

- Arranged for Digital Media Coordinator (DMC) Kyle Hadyniak to attend the Maine Town and City Managers Association 77<sup>th</sup> New England Management Institute with Town of Gray Summer Intern Abbi Davis.
- Created, reviewed, and edited August Town of Gray newsletter.

- 
- After receiving notice from Sudiek Lester, arranged communications effort to alert the Town about hydrant flushing starting on August 21<sup>st</sup>.
  - Assisted Blueberry Festival by helping to arrange the Town's Volunteer Awards. Had the certificates printed and signed by Town Council, purchased the frames, and placed the certificates, notified award winners and kept records of who would be in attendance, and ensured award certificates were handed off to Blueberry Festival creator prior to the start of the festival.
  - Planned and hosted the [Storytelling in Gray](#) community event on August 24.
  - Closed out internships of our two summer interns: Hope Carroll and Abi Davis. Both offered positive feedback about their experience. Work was presented to Town Council.
  - Pushed revised budget communications, including [website article update](#), [pinned Facebook post](#), LED sign updates, and newsletter story (to be published in September).
  - Completed Google Data Analytics professional certificate, which was paid for by the Town of Gray.
  - Published [August newsletter](#), both digitally and physically. Physical newsletter was mailed to residents who requested copies.

#### Information Technology

- Due to IT Manager Mohamed Abu taking a two-week vacation, arranged policies and procedures with him in the event of any significant network outage or IT incident. Luckily, only minor needs arose out of the IT Department – including email password updates, and minor reporting issues.
- Investigated alert that Transfer Station and Public Works were offline. After communication with the departments, established that it was a false alarm.
- Received request from the Ordinance Advisory Committee to see if it was possible to set up emails for the individual members of the committee. After discussions with Town Manager and Human Resources, reported back that as a matter of past practice, advisory committees were not issues town email addresses based on both the cost of maintaining these emails, plus efforts in ensuring that committee members roster is constantly updates, the request was declined. All committees in Town are assigned an email address that can be forwarded onto current members. If committee members are worried over using

- 
- personal email to conduct Town business on due to FOAA implications, it was suggested that members create an alternative address using any number of free email providers to establish an account exclusively for Town business.
  - Performed Windows Updates and Desktop updates.
  - Updated firewalls at Town Office, Library, and GCTV.
  - Due to the budget being voted down in June, critical firewall replacements for Public Safety Department and Buildings & Grounds Department were not performed. As a result, the firewalls at Public Safety and Buildings & Grounds cannot be updated and are currently out of compliance.
  - Responded to 16 Help Desk tickets submitted.



## TOWN OF GRAY

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

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

### **Planning Department Report**

To Town Manager for 7-8-23 to 9-5-23:

- On-going correspondence with developers keeping escrows & bond info current
- Meet with applicants re possible SD in south Gray
- Continued recon on GIS to enable interactive layers for new zoning map
- Keep ZBA applicants apprised re status of August meeting inc. legal input
- Assist Codes with recon on lot dividings; sometimes extensive time & legal input
- Send internal development staff memo re standards for CEO permit issuance

Town Council Tracking Worksheet Items:

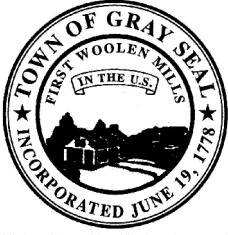
- Continued work on revised language for self-storage standards
- Advertising and outreach for self storage first read on 9-5-23
- Follow-up for multi-family development standards in village
- Correspondence with key village property owners
- Brownfields assessment coordination with QEP

Main Street/Yarmouth Road Improvement Project:

- Continued correspondence regarding Main St./Yar Rd. improvements & next steps
- Coordination with G-P re village next steps for stormwater
- Outreach to MeDOT re next steps for village stormwater for MOU
- GWD outreach to ensure apprised of infrastructure implications of improvements
- Suggest edits to MeDOT MOU
- Coordinate & input with consultants for village planning

Other Activities / Accomplishments:

- Attend Brownfields national conference in Detroit Aug. 7-11
- Research property history re prior approvals for SD amendment
- Meet with attorney to review several outstanding questions, including process for subdivision amendment with legal history
- Meet with multiple property owners, realtors to discuss potential plans
- Provide Comp Plan process input to Standish Planner
- Take photos of stormwater from 5+” storm event on 8-8 for TC/G-P consideration
- Create map showing stormwater flow from cemetery to W. Gray Road crossing
- Draft memo re weight limit options for TM/TC consideration
- Fine-tune planning dept goals for FY 24
- Continued attempts for operational interactive GIS mapping for new zoning
- Review and meeting prep/participation for Planning Board meetings each month; participate in site walk for proposed subdivision



## TOWN OF GRAY

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

PUBLIC SAFETY DEPARTMENT

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

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August 2023

Public Safety Department Report to Town Manager (8/1 – 8/31/2023):

- 8/9 Attended the Emergency Managers meeting with Cumberland County EMA.
- 8/10 Attended the Fire Department Working Group meeting.
- 8/12 Attended the Blueberry Festival.
- 8/14 Attended the Cumberland County Regional Communications Board of Directors meeting.
- 8/17 Chaired the Gray Safety Committee Meeting.
- 8/29 – Meeting with D.M. Roma and Kristen ref Eagles Nest development.

Ongoing Projects:

- Develop a folder of essential items for Town Departments if we need to relocate.
- Meeting with vendors in preparation for the purchase of a Rescue Pumper.
- Meeting with Fire Departments that have already made the move to a Rescue Pumper.
- Managing the Radio Hardware Upgrade Project.
- Preparing to teach a portion of the Incident Command 300 and 400 class in October.
- Preparing notes for the Blueberry Festival After Action Meeting in September.

Other Activities / Accomplishments:

- Completed the ICS-120.C FEMA class “Introduction to Exercises” in preparation for staff training.
- FEMA notified me that we were awarded a \$49,000.00 grant for battery-powered extrication tools. This is an important step forward as we continue to reduce our fleet of apparatus while still maintaining or increasing our capabilities.

Challenges / Obstacles Requiring Assistance Outside of the Department:

- As requests for GFR involvement in outside activities such as the Blueberry Festival and sports events grow, and volunteers to cover these events decline, we will need to think about paying our employees to work at these events. The Blueberry Festival is now at the point where my department must have more of a presence.





## TOWN OF GRAY

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

### PUBLIC WORKS

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

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August 28, 2023

### Public Works Monthly Report to Town Manager (07/23/2023- 08/28/2023)

#### Activities:

- Ditching and changing culverts on Long Hill Rd. (Ongoing)
- Assisted Mose with backhoe work at his facility.
- Major Washout repairs on N Raymond Rd and Weymouth Rd.
- Major Washouts and road closures throughout the town.
- All done on Long Hill Rd and started Ramsdell Rd.
- Spent nearly a week recovering from washouts on town roads.
- Moved speed trailer to several different locations.
- Finished ditching and changing culverts on Ramsdell Rd.
- Started ditching and changing culverts on Two Rod Rd.
- Paved potholes on Lewiston Rd to try and get us through the winter.

#### Challenges / Obstacles Requiring Assistance Outside of the Department:

- Assisted the Historical Society with hauling loam for them and hauling some granite in.
- Assist FD with fire apparatus maintenance on several occasions.
- Assisted Moe with some trench work at Pennell.
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#### Town Council Tracking Worksheet Items:

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