

Study Location: Newcastle	Agreement Begin Date: 10/4/2023
Municipality Vendor Number: VC1000068078	Agreement Expiration Date: 7/1/2025
WIN: 27790.00	Estimated Project Amount: \$150,000.00
CSN#: 45695	Agreement Payable Amount: \$75,000.00
AMS Advantage #: 20231004000000000156	Program: Bureau of Planning

NOTE: The information in the table above is for administrative purposes only.

**MAINE DEPARTMENT OF TRANSPORTATION
PLANNING STUDY GRANT AGREEMENT
PLANNING PARTNERSHIP INITIATIVE
VILLAGE PARTNERSHIP INITIATIVE**

This Planning Study Grant Agreement (the "Agreement") is entered into by and between the State of Maine Department of Transportation ("MaineDOT") and Town of Newcastle (the "Grantee"). This Agreement is effective as of the date of the last signature below (the "Effective Date").

RECITALS

1. MaineDOT has established the Planning Partnership Initiative ("PPI") to assist municipalities, Regional Planning Organizations, and other transportation stakeholders with locally-initiated transportation planning and feasibility studies by providing grant funds.
2. MaineDOT has also established the Village Partnership Initiative ("VPI"), which includes the Large Transformative Initiative intended to assist municipalities with the revitalization of village and downtown centers to make them more walkable, bicycle-friendly, and business-friendly, and as an initial step in this endeavor, is providing grant funds under the VPI for locally-initiated planning and feasibility studies for developing a vision for village and downtown centers.
3. The terms and conditions of this Agreement apply equally to planning studies under the PPI and the VPI.

4. Grant funds for such planning studies ("Grant Funds") available under the PPI and the VPI are non-federal funds from MaineDOT to be matched by funds to be provided by the Grantee.
5. In reliance on the representations made by Grantee in its application for Grant Funds for its planning study under the PPI or the VPI, or both, as applicable (the "Application"), which is incorporated by reference into and made part of this Agreement, MaineDOT has selected Grantee's planning study for Grant Funds subject to the terms of this Agreement.

In consideration of the foregoing Recitals, which are an integral part of this Agreement, and the mutual covenants and agreements contained herein, MaineDOT and Grantee hereby agree as follows:

A. Grantee's Planning Study

1. Grantee will undertake and complete its planning study in accordance with the scope of work and in the study area described in Grantee's Application (the "Planning Study") and referenced in Appendix A hereto, which is incorporated into and made part of this Agreement. Grantee will not make any changes to the scope of work or study area for the Planning Study unless it has received the prior written approval of MaineDOT.
2. Grantee will appoint a project manager to administer, oversee, and monitor the progress of the Planning Study ("Grantee's Project Manager"), who will be the primary contact for Grantee for the Planning Study. Grantee's Project Manager must be a certified Local Project Administrator ("LPA") under MaineDOT's Local Project Administration process, or must make a reasonable effort to obtain LPA certification. Grantee will ensure that the Planning Study is conducted in accordance with the requirements of this Agreement, and all applicable Federal, Maine, and local laws and regulations.
3. Grantee will retain a qualified consultant to conduct the Planning Study, using the applicable selection method described in Chapter 2, "Hiring Consultants" of the *MaineDOT Local Project Administration Manual & Resource Guide* as currently in effect. MaineDOT will assist Grantee in evaluating consultant qualifications during the consultant selection process.
4. Grantee will not initiate the Planning Study until it receives MaineDOT's written authorization to proceed.
5. During the course of the Planning Study, MaineDOT will actively participate in Planning Study meetings and will provide planning, regulatory, and design and engineering input and guidance to Grantee and its consultant.

6. Grantee will complete the Planning Study no later than the date set forth in Appendix A hereto (the "Completion Date"), unless the Completion Date is extended by mutual written agreement of MaineDOT and Grantee. In the event Grantee foresees a delay in completing the Planning Study, Grantee will promptly inform MaineDOT of the anticipated delay and the reasons for the delay.
7. At the completion of the Planning Study, and in no event later than the date of Grantee's request for Grant Funds as provided in Section B.7 below, Grantee will provide to MaineDOT a copy of a Planning Study final report that includes a narrative of the Planning Study process, a description of the alternatives considered and of the evaluation criteria for those alternatives, the preliminary preferred alternative with reasons, and illustrations of conceptual designs, with cross-sections, for the preferred alternative ("Final Report"). MaineDOT will review the Final Report to determine if it conforms to the requirements of this Agreement.
8. Any transportation improvements that result from the Planning Study must conform to MaineDOT's design and engineering standards for federally-funded projects and to applicable Maine standards.
9. Grantee acknowledges and agrees that any future capital project that results from the Planning Study will include a local share of the costs of the project, which may be a municipal, private, or other non-federal share. MaineDOT and Grantee acknowledge and agree, however, that participation in the Planning Study and their entry into this Agreement do not constitute a commitment by either of them to participate in any future studies or projects that may be recommended by the Planning Study or to incur any operational or capital costs therefor.
10. In any discussion of the Planning Study in a public forum, whether in-person or virtual, or in addressing public and media inquiries concerning the Planning Study, Grantee will introduce and refer to the Planning Study as locally-requested and sponsored. Grantee will provide meeting space and audio-visual aids during public meetings associated with the Planning Study and lead any public discussion of the Planning Study.

B. Funding of Planning Study

1. The full agreed cost of the Planning Study is the amount set forth in Appendix A attached hereto (the "Full Agreed Cost").
2. MaineDOT will provide Grant Funds to Grantee for the Planning Study in the maximum dollar amount set forth in Appendix A attached hereto, which represents the percentage of the Full Agreed Cost set forth in Appendix A ("MaineDOT Percent Share"). Grantee will use the Grant Funds only for the Planning Study and for no other purpose.

3. Grantee will provide matching funds for the Planning Study in the dollar amount and from the source identified in Appendix A, which represents the percentage of the Full Agreed Cost set forth in Appendix A ("Grantee Percent Share"). Grantee will not vary the Grantee Percent Share unless it has received the prior written consent of MaineDOT.
4. In the event the final actual cost of the Planning Study is less than the Full Agreed Cost, MaineDOT will pay the MaineDOT Percent Share and Grantee will pay the Grantee Percent Share of the final actual cost.
5. If the final actual cost of the Planning Study exceeds the Full Agreed Cost, Grantee will be solely responsible for paying all costs above the Full Agreed Cost, unless MaineDOT and Grantee agree otherwise.
6. The disbursement of Grant Funds will be made only a reimbursement basis. During the course of the Planning Study, Grantee will advance all funds to pay the costs of the Planning Study.
7. Grantee may request Grant Funds from MaineDOT no earlier than the date that the Planning Study has been completed and the Final Report has been accepted by MaineDOT. The request for Grant Funds must be accompanied by all of the following:
 - (a) A copy of the Final Report if not previously provided to MaineDOT.
 - (b) An invoice showing (i) the total amount of the final actual cost of the Planning Study paid by Grantee; (ii) the dollar amount of the MaineDOT Percent Share of the final actual cost; and (iii) the dollar amount of the Grantee Percent Share of the final actual cost, with a deduction of the dollar amount of the Grantee Percent Share shown on the invoice. Grantee's invoice must be accompanied by invoices from Grantee's consultant for the Planning Study supporting the reimbursement request.
 - (c) The request for Grant Funds must reference the MaineDOT WIN number for the Planning Study.
8. MaineDOT will review the request for disbursement of Grant Funds and supporting materials and may request additional information deemed necessary by MaineDOT before disbursing Grant Funds. In the event such information is not provided by Grantee, MaineDOT may elect to withhold Grant Funds, or a portion thereof, until such information is provided in acceptable form.

C. Termination; Funding

1. Grantee may, upon not less than ten (10) days advance written notice to MaineDOT, terminate the Planning Study prior to its completion, and in such event, Grantee will be solely responsible for paying all costs incurred for the Planning Study to the date of termination, and MaineDOT will not be responsible for paying any portion of the MaineDOT Percent Share or any other amount in connection with the Planning Study.
2. MaineDOT may terminate this Agreement in the event of a material failure by Grantee to carry out its responsibilities under this Agreement that has not been cured to MaineDOT's satisfaction within the period of time specified by MaineDOT, and in the event of such termination, MaineDOT will not be responsible for paying the MaineDOT Percent Share or any portion thereof.
3. Grantee acknowledges and agrees that MaineDOT's obligations under this Agreement are conditioned on the availability of funds and on MaineDOT's continued authorization under applicable laws, regulations, or appropriations to use such funds for the purposes described in this Agreement, and in the event such funds become unavailable or may not legally be used by MaineDOT for the purposes described in this Agreement, MaineDOT will have the right to terminate this Agreement upon ten (10) days advance written notice to Grantee and will not be responsible for paying the MaineDOT Percent Share.

D. No Liability

Notwithstanding MaineDOT's selection of Grantee's Planning Study for an award of Grant Funds, or its provision of Grant Funds to Grantee or participation in the Planning Study as provided in this Agreement, MaineDOT will have no responsibility to Grantee or its agents, consultants, or contractors or any other third party for any damages, costs, claims, demands, or causes of action arising from any errors or omissions relating to the Planning Study or the Final Report. Grantee is acting solely as an independent contractor and not as an agent of MaineDOT under this Agreement.

E. Contact Information; Notices; Amendments; Signatures

1. MaineDOT's Project Manager and Grantee's Project Manager for this Agreement are set forth in Appendix A hereto.
2. Any notice provided for in this Agreement may be given by email.
3. This Agreement and its Appendix A may be amended only in a writing signed by MaineDOT and Grantee.

- 4. This Agreement may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. The parties agree that this Agreement and any related documents may be signed electronically and that any electronic signatures appearing on this Agreement and any related documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

F. Nondiscrimination


Grantee will not discriminate against any person on the basis of race, color, ethnicity, national origin, sex, sexual orientation, gender identity, religion, disability, age, or familial status.

In witness whereof, MaineDOT and Grantee have executed this Agreement by their respective duly authorized representatives.

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

10/4/2023

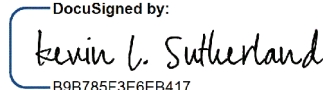
Date

By: 
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Dale F. Doughty
Director, Bureau of Planning

GRANTEE

10/4/2023

Date

By: 
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Kevin Sutherland, Interim Town Manager

**APPENDIX A
TO
GRANT AGREEMENT**

WIN Number 27790.00

Name of Grantee: Town of Newcastle

Grantee's Contact Information for Planning Study:

Project Manager: Michael Martone, Town Planner

Mailing address: P.O. Box 386, Newcastle, ME 04553

Tel.: O: 207-563-3441 C: 201-341-4030

Email: planner@newcastlemaine.us

MaineDOT Contact Information for Planning Study

Project Manager: Stephen Cole

Mailing Address: 16 State House Station, Augusta, ME 04333-0016

Tel.: 207-441-4803

Email: stephen.cole@maine.gov

Name of Grantee's Planning Study: Newcastle Main Street Project

Physical location of Planning Study Area: Rt. 1 Ramp Interchange, Rt. 1B & Rt. 215, Village District

Planning Study Completion Date: 7/1/2025

Full Agreed Cost of Planning Study: \$150,000.00

MaineDOT Percent Share: 50%

MaineDOT Maximum Dollar Amount: \$75,000.00

Grantee Percent Share: 50%

Grantee Dollar Amount: \$75,000.00

Source of Grantee Percent Share: Town of Newcastle