



Town of Newcastle

www.NewcastleMaine.us

Kevin L. Sutherland - Town Manager

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Newcastle, ME 04553
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FROM: Kevin L. Sutherland, Town Manager
TO: Newcastle Select Board
CC: Town Staff
DATE: January 22, 2024
RE: Town Manager Report

Request for an Amendment to the Agenda

In November, the Town of Newcastle Fire Department submitted a grant application through the Maine Forest Service to help offset the purchase of Booster hose and firefighting coats. In the December 11, Town Manager Report I shared some incorrect information. We had previously applied for a grant through the Federal Emergency Management Agency's (FEMA) [Assistance to Firefighters Grant](#) (AFG) Program in which we had been informed that we were not awarded and in my haste, identified the wrong grant.

So, as a surprise this morning, I learned we have been awarded the Volunteer Fire Assistant Grant. I would request the Select Board make an amendment to the agenda and add **Volunteer Fire Assistant Grant** to New Business (5D) to consider the Select Board's acceptance of the award (documentation attached to the report).

Municipal Stream Crossing Grant - Maine DOT

This [grant program](#), which had a deadline of January 19th, was brought to my attention in December as an option to assist with the cost of repairing/replacing the Lynch Road culvert. After consultation with several entities, we chose not to pursue this for two reasons. One, the program was really developed with a goal of improving fish and wildlife habitat and community safety. The current (now compromised) culvert was already an open bottom location that allowed fish passage and therefore we did not feel we would score well on our application. Two, it might negatively impact on our ability to secure some of the funding through FEMA.

Recent Storms

The State of Maine, especially coastal communities, experienced some extremely devastating flooding and damage due to the high wind, rain, and storm surge. Newcastle was fortunate not to have had the impact that our neighboring communities did, but we did lose the roof to our salt shed during the storm on 1/10. Torn in several places. Hagar Enterprises was able to temporarily re-attach before the next storm on 1/13. I've asked them to move forward with the purchase of a new replacement tarp and will look to bring some suggestions for a more permanent solution in the FY25 budget.

Audit Update

Our Auditors were in the office all day on Friday 1/19 to wrap up the work on our FY22 Financial Statement. I hope they'll be able to present their findings in February.

Dyer Neck Bridge

I've engaged with VHB to do a stress test of the Dyer Neck Bridge to share with the state. They are same firm assisting us with the Lynch Road and they had previously assisted us with site inspection of this location last year as part of the budget process.

Joint meeting on Harbor Management Ordinance

On [January 18](#), the Select Boards of Damariscotta and Newcastle met with the Harbor Committee to review their proposed changes and consider some additional modifications. It was an enlightening conversation and I want to thank the members of the committee who were able to join us. Andrew Dorr, Town Manager in Damariscotta, and I will be working to bring a revised draft to each of the boards in February or March.

Community Resilience Partnership

At the [January 8th meeting](#), the Select Board supported the idea of Lincoln County Regional Planning Commission (LCRPC) and the Coastal Rivers Conservation Trust assisting Newcastle in applying for the Community Resilience Partnership program as our Service Provider. Before they could apply to be our Service Provider, they needed to secure another community to assist with this process. Last week we received word that Bristol would be participating with us.

Recognition of and appointment to HGB

In Mid-December, Edna Varney passed away leaving some big shoes to fill in Sheepscot Village. In addition to her many roles in the community, she had been the chair of the Harriet G. Bird Playground and Clubhouse since its inception in the mid 1970's. About two weeks ago, I met with remaining and interested parties to discuss the next iteration of the committee. At our first meeting in February, I'll bring forward a proposal for re-establishing the committee, re-affirm its benefits and purpose, along with a request to re-appoint/appoint members.

Property Tax Stabilization Program

The information below was forwarded to me by our assessor's agent. This came from Maine Revenue Services' Municipal Services Unit in the Property Tax Division

Assessors:

Under 36 M.R.S. § 6281(5), the State may reimburse municipalities for up to 100% of the tax loss attributable to taxpayers' participation in the Property Tax Stabilization Program. The 131st Legislature appropriated \$15,000,000 in FY24 (PL23, c.17) for purposes of funding those reimbursements. To date, municipalities have submitted reimbursement claims totaling approximately \$26,500,000. Due to the shortfall in funding, Maine Revenue Services is in the process of issuing partial payments to each municipality that submitted a claim for reimbursement, and they will initially receive 56% of the amount requested. To cover the shortfall, Maine Revenue Services is requesting an additional \$15,000,000 in the supplemental budget bill, with the expectation that, once approved by the Legislature, the balance of the reimbursement payments would be made later this spring.

As a reminder, the Property Tax Stabilization Program only applies to the property tax year beginning April 1, 2023, and claims for reimbursement must have been submitted by November 1, 2023 or 30 days after the commitment of taxes, whichever is later.

What does this mean for Newcastle? We have about 150 residents who participated in the one-year state program and because we didn't see a big change in Newcastle's valuation from the previous year, the tax impact for our town was around \$5,000, so even if the legislature fails to address this before the end of the fiscal year, we'll be able to absorb the ~\$2,200 loss.

Upcoming Agenda Items

Item 10 on the Select Board Agenda is a list of items staff hope to bring to your attention at a future meeting. This section of the Manager's Report tries to provide some initial background information to that list.

Posted Road Application

This item stems from the request by residents to post North Newcastle Road shared at the [November 27th](#) meeting. Based on the conversation at that meeting, I had intended to bring you a draft process at our meeting this evening, but with the three back-to-back storms and a holiday last week, I am slightly behind on preparing for this discussion.

Ground Lease Agreement

This item is related to the conversation we had on [November 13th](#) about the potential for a Cell Tower on our landfill. Just keeping this on the near-term list as we work through details with legal.

Fish Ladder Agreement

Earlier this summer, the Select Board met with Newcastle's representative to the Damariscotta Mills Fish Ladder Restoration Committee to begin discussions on an interlocal agreement. I believe we'll be ready to present this agreement and other documents for your consideration at an upcoming meeting.



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
MAINE FOREST SERVICE
 22 STATE HOUSE STATION
 AUGUSTA, MAINE 04333

JANET T. MILLS
 GOVERNOR

AMANDA E. BEAL
 COMMISSIONER

January 4, 2024

Newcastle Fire Dept
 86 River Rd
 Newcastle ME 04553

Dear Chief Casey Stevens,

The Maine Fire Chief Association’s Forestry Committee and two Forest Rangers met on December 20, 2023 to review applications for Volunteer Fire Assistance (VFA) grants for 2024. We are pleased to inform you that the Committee awarded your fire department / town \$4583.50 in grant funds, to be used with an equal share of local funds, to purchase the following items:

Item:	Quantity:	Approved Unit Cost:
hose	3	329.00
coats	20	409.00

We received 103 applications this year and due to several 2023 VFA grants that forfeited and were not reimbursed, there was a surplus amount of funds available for the 2024 VFA grants. However, the VFA grant committee still reviewed each application to ensure the requested items were within the scope of the program.

I have enclosed / attached the original “*Agreement for State Assistance*” and “*Assurances*” forms for your review and signature. Please email or mail these forms to my attention at the address above no later than March 8, 2024. These forms require a Unique Entity Identifier (UEI) from the Federal System for Award Management (SAM). **This SAM system has replaced the Federal DUNS number and must be on file before we can process your reimbursement.** In addition, *the UEI must be listed with the expiration date.*

Read the “*Agreement for State Assistance*” carefully. The agreement specifically states that you must complete the project before submitting your invoices for reimbursement. The agreement also states that “if the recipient is unable to meet the deadline of the aforementioned date, written notification must be made to the State Supervisor, Forest Protection Division, at least seven (7) days prior to June 30, 2024.

*****REIMBURSEMENTS*****

As soon as your purchases have been made, and as soon as your project is complete, you must send copies of the original invoice(s) and documented proof of payment. The following is a list of what is needed to process a reimbursement through the state accounting department:

PATTY CORMIER, DIRECTOR
 MAINE FOREST SERVICE
 18 ELKINS LANE, HARLOW BUILDING



PHONE: (207) 287-2791

WWW.MAINEFORESTSERVICE.GOV

If purchase is made by the town:

1. A copy of the town warrant sheet(s) indicating the vendor paid, date paid, check number and amount;
If a credit card is used, then the credit card statement* should also be provided.
2. A copy of all invoices indicating the items purchased.

If purchase is made by the Fire Department:

1. A copy of the canceled check(s) or credit card statement*
2. A copy of the actual invoice(s) indicating the items purchased.

*If a personal credit card is used to purchase the items, then a credit card statement is acceptable, as long as the town or privately owned Fire Dept. can show proof that they reimbursed the person who initially paid with the credit card.

As soon as all documentation is received, your town or department will be reimbursed one-half of the authorized project costs. To qualify for reimbursement, the purchase(s) must be made after January 5, 2024. Only individual items listed as approved in this letter costing less than \$4,999 each will be reimbursed.

The deadline for completing projects and submitting all necessary paperwork is June 30, 2024.

Reminders for deadlines are sent generally via email and posted on MFCA and MSFFF websites. Our goal is to reduce the amount of unclaimed grants, and to limit the time spent tracking down receipts required by the USDA Forest Service. Please check your email frequently for these notices. Any email correspondence should have "VFA" and your town in the subject line.

If you have any questions about these procedures or deadlines, please call (207) 287-4989 or email me at kent.nelson@maine.gov.

Sincerely,



Kent Nelson
Forest Ranger Specialist

**AGREEMENT FOR STATE ASSISTANCE
VOLUNTEER FIRE ASSISTANCE PROGRAM**

In consideration of the performance of the terms and conditions hereinafter set down in this agreement, the State of Maine, Department of Agriculture, Conservation and Forestry hereby awards to the Newcastle Fire Dept the sum of \$4583.5 pursuant to the provisions of the Rural Community Fire Protection Cooperative Forestry Assistance Act of 1978 (P.L. 95-313, Title IV) upon the following terms and conditions:

1. **EXPENDITURES.** The sum herein before mentioned, or any part of it, shall be spent only for the items or services listed as "items" on the letter of approval, which was approved by the VFA Grant Selection Committee, and no others, without the express written consent of the Bureau of Forestry 60 days after receipt of the aforementioned letter.
2. **MATCHING FUNDS.** The recipient shall provide an amount at least equal to the State's award to fund the expenditures authorized in Section 1 in such form and at such time as the Bureau of Forestry may direct, but in no event later than **June 30, 2024.**
3. **FEDERAL LAW.** The recipient shall, in good faith, abide by all applicable Federal laws, rules, regulations and guidelines in the performance of its obligations hereunder.
4. **REPORTS.** The Bureau shall have access to and the right to examine all records, books, papers, and documents related to this grant for at least three (3) years after completion of the project. A final report on the expenditures of the project funds shall be submitted, together with copies of warrant numbers, canceled checks, and other evidences of expenditures, to the Bureau of Forestry after the completion of the project.
5. **COMPLETION DATE.** The completion of this program by the recipient shall be made no later than **June 30, 2024.** If the recipient is unable to meet the deadline of the aforementioned date, written notification must be made to the Supervisor, Forest Protection Division at least seven (7) days prior to the aforementioned completion date.
6. **INVENTORY.** The recipient agrees to keep all equipment purchased under this agreement with an original acquisition value of \$1,000 or more, available for inspection and/or inventory by the Bureau at any reasonable time.
7. **DISPOSAL.** The recipient agrees to contact the Bureau and receive its approval before disposing of any property covered under this agreement.
8. **PERFORMANCE.** This agreement shall be canceled upon written demand of the Supervisor, Forest Protection Division, when in his sole discretion, he determines that the recipient or any contractor receiving funds under this grant is unsatisfactory by reason of failure to provide equipment or services reasonably adequate to meet the fire protection needs to be met under this grant in a timely manner.
9. **LIABILITY.** The recipient agrees to defend or cause to be defended and to indemnify and hold the State of Maine harmless against any and all claims, suits, damages or causes of action for damages, and against any orders, decrees, or judgments which may be entered thereon, brought for damages or alleged damages from any injury, for any injury to person or property or loss of life sustained in any manner arising out of the performance of this agreement, or where such damages or alleged damages are attributable to acts of, or failure to perform a duty or act by the recipient for the invitees, guests, employees, contractors, or agents of the recipient.

Dated this: January 4, 2024

Return this form to: Dept. of Agriculture, Conservation and Forestry
Maine Forest Service
22 State House Station
Augusta, ME 04333-0022

By:



fax number 207-629-0402*

*please note that the originals are required.

Maine Forest Service Program Coordinator

The Federal Government and the State of Maine require that all recipients receiving payments from this VFA grant provide their unique System for Award Management (SAM) Unique Entity Identifier (UEI) number with an expiration date, before any payments are issued from the State of Maine, Department of Treasury.

State Vendor Code (if known): _____ *Please indicate the name and address of the organization that will be receiving payment (Town Office or VFD).

SAM number UEI number _____

SAM.gov UEI expiration date _____

By signing this, I agree to the terms listed above _____ date signed _____

THIS AGREEMENT MUST BE SIGNED AND EMAILED / MAILED TO THE MFS BEFORE REIMBURSEMENT CAN BE ISSUED.

ASSURANCES

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination; These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality and control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988, (e) assurances of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award for assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction of rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. Will comply with the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 FR Part 3017, Subpart F, Section 3017.600, Purpose.
20. Will comply with the regulations Implementing Executive Order 12549, Debarment and Suspension, 7 FR Part 3017, Section 3017.510, Participants' responsibilities.
21. Will comply with the requirements to maintain record and documentation associated with this award for three years after the close of the grant period as per 7CFR section 3016.42.

Printed Name of Authorized Certifying Official	
Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted