

FRANKLIN COUNTY COMMISSIONERS MEETING AGENDA

LOCATION at 9:30 A.M.: Community Center, 21 Depot St, Phillips, Maine

LOCATION at 1:00 P.M.: Franklin County Emergency Operations Center, 120 County Way, Farmington

DATE AND TIME: June 17, 2025 @ 10:00 P.M.

The Franklin County Commissioners' meetings are open to the public. This meeting is also available virtually via [Video Conferencing, Cloud Phone, Webinars, Chat, Virtual Events | Zoom](#). Here is the meeting ID# 492 510 0482 passcode 030621.

NEW BUSINESS:

1. **Plog Property– Site Review at 2571 Rangeley Road, Madrid Township**
2. **Cochran Property – Site Review at 2709 Rangeley Road, Madrid Township**
3. **Oberton Stream Bridge – Reed Mill Road, Madrid Township**
4. **Quick Stream Bridge – Reed Road, Salem Township**
5. **Recess**
6. **Administrator's Report**
7. **Minutes**
8. **Treasurer's Report**
9. **Commit the FY2026 Taxes**
10. **Sheriff's Office – School Resources Officer Grant**
11. **Solid Waste and Management and Fire Service Agreements**
12. **Emergency Operations Center – Insurance**
13. **TIF Applications**
14. **Reserve Account**
15. **Salary Structure**
16. **Organizational Structure**
17. **Board and Committee Updates**
 - A. **Opioid Committee**
 - B. **Central Western Maine Workforce Development Board**
 - C. **Ambulance Advisory Committee**
 - D. **AVCOG**
 - E. **MCCA Legislative Policy Committee**
 - F. **UMF Board of Visitors**
 - G. **Sandy River Watershed Board**
 - H. **Western Maine Transportation**
 - I. **Probate Scanning Update**

RECOGNITION:

APPOINTMENTS: None

OLD BUSINESS:

MISCELLANEOUS:

WARRANTS: County AP, UT, ARPA and Payroll

ADJOURNMENT:

Jamie Sullivan

From: Cattrell, Adam - FPAC-NRCS, ME <adam.cattrell@usda.gov>
Sent: Friday, May 31, 2024 2:29 PM
To: Jamie Sullivan
Subject: RWP Program Sponsor information

Raymond Plog owns a house on the banks on the sandy river. During the December 2023 storm the stream bank eroded closer to the house and flooded the basement. USDA – Natural Resources Conservation Service (NRCS) administers the Emergency Watershed Protection Program (EWPP) to provide assistance in cases like this. These projects require a local sponsor for the project. The link below lays out what is required of the sponsor. The sponsor is responsible for securing local funding (typically from the landowner), hiring the contractor for the construction and agrees to provide the maintenance for the project (which is minimal).

The complete guide is located here: [EWPP National Sponsor's Guide - October 2021.pdf \(usda.gov\)](#)

Feel free to reach out if you have any questions,

Adam Cattrell PE
State Conservation Engineer
Maine

USDA Natural Resources Conservation Service
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**United States
Department of
Agriculture**

National Sponsor Guide

Emergency Watershed Protection Program

United States Department of Agriculture
Natural Resources Conservation Service
www.nrcs.usda.gov

October 2021

Non-discrimination Statement and Complaint Policy

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Persons with Disabilities

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's Technology & Accessible Resources Give Employment Today (TARGET) Center, which can also be reached by phone at (202) 720-2600 (voice and TTY). Or, contact USDA through the Federal Relay Service at (800) 877-8339.

Program information may be made available in languages other than English.

To File a Complaint

To file a program discrimination or Equal Employment Opportunity (EEO) complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at www.usda.gov/oascr and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed complaint form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-940; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities may also file a complaint through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

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1 Introduction

Information in this guide can help project sponsors working through the Emergency Watershed Protection (EWP) Program. It covers basic information about the Program and provides links to websites with more details.

1.1 The EWP Program

The EWP Program was established in 1978. Through the EWP Program, areas damaged by a natural disaster may get federal assistance to recover watershed function. EWP Program assistance is offered in the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

1.2 Laws, Regulations, and NRCS Policies

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) manages the EWP Program by following the federal laws and policies listed here:

Statutory Authorities

Section 216 of Public Law 81-516 (33 U.S.C. Section 701b-1)

Section 403 of Title IV of Public Law 95-334, the Agricultural Credit Act of 1978, as amended

Program Regulation and Policy

EWP Program requirements are detailed in the—

- [Code of Federal Regulations \(CFR\): 7 CFR Part 624 and 7 CFR Part 654](#)
- [NRCS EWP Program policy manual](#)

1.3 NRCS Contacts

District Conservationist

Your main point of contact for the EWP Program is your District Conservationist. You can find contact information for your nearest NRCS Service Center and District Conservationist on the [NRCS Service Center Locator Map](#).

State EWP Program Manager

EWP Program Managers coordinate program efforts in each state. Contact information for your state's EWP Program Manager, and more information about the Program, can be found on the [NRCS EWP Program web page](#).

State Conservationist

State Conservationists make sure that program recovery efforts meet the laws, regulations, and policies of the EWP Program. You can find contact information for your State Conservationist in the [NRCS State Offices Directory](#).

2 Program Overview

The EWP Program helps communities recover after natural disasters like floods, fires, windstorms, ice storms, hurricanes, typhoons, tornadoes, earthquakes, volcanic actions, slides, and drought.

When natural disasters strike, damage caused by wind and water can interfere with a watershed's ability to drain properly and safely. Sudden impairments such as debris-clogged drainage channels or unstable streambanks can lead to additional flooding and erosion, which can threaten lives and property. Federal assistance through the EWP Program can help state, local, and tribal governments implement emergency recovery measures to relieve imminent hazards in a watershed.

2.1 Program Administration

EWP Program assistance may be made available to project sponsors when the President declares a major disaster or when an NRCS State Conservationist declares that a natural event impaired a watershed's function. In either case, NRCS undertakes the emergency measures necessary and manages the program efforts. When necessary, NRCS coordinates EWP assistance with other agencies such as the Federal Emergency Management Agency (FEMA) and the U.S. Forest Service.

FEMA Coordination

The EWP Program and FEMA's Public Assistance Program sometimes work in response to the same major disaster events. In the 2018 Memorandum of Understanding between NRCS and FEMA, both agencies committed to establishing an Interagency Coordination and Operation (ICO) plan for improving coordination. The ICO Plan was approved in 2020 and establishes disaster response incident operations.

In the ICO Plan, the determination for applicable funding authority was highlighted. For NRCS to have authority for an emergency measure, NRCS must determine YES for all these questions to have EWP Program authority:

1. Are the measures for runoff retardation and soil-erosion prevention?
2. Has NRCS deemed the measures necessary to safeguard lives and property from floods, drought, and the products of erosion?
3. Has fire, flood, or any other natural occurrence caused a sudden impairment of that watershed?

Therefore, the determination of NRCS authority resides with NRCS, and NRCS does not have a way to make determinations on what emergency work could have been eligible for EWP Program assistance.

2.2 Program Assistance

In most situations, NRCS delivers assistance—technical and financial—to a project sponsor that meets program requirements (see Section 3.2). NRCS can only provide assistance directly to a landowner when NRCS determines that the best way to restore watershed function is by purchasing a floodplain easement. It is important to note that NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of the agreement between NRCS and the sponsor (see Section 5.4).

Technical Assistance

NRCS offers its expertise to help sponsors decide how to deal with damage and to guide them through the EWP Program process. When natural disasters impair watershed function, NRCS checks to see if damaged sites are eligible for assistance and identifies actions to take that can help prevent additional flooding and soil erosion.

Once financial assistance is approved (see below) and allocated for an EWP project, NRCS also provides technical assistance to complete the planning, design, and construction oversight of the recovery measures.

Financial Assistance

Through the EWP Program, NRCS may pay up to 75 percent of the cost of construction of eligible recovery measures. For communities designated as limited resource areas, NRCS may pay up to 90 percent of construction costs. Limited resource areas are determined by using the most recent national census information. To find out if your community qualifies as a limited resource area, please find a map on the National EWP Program webpage (<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/landscape/ewpp/>) and discuss with your EWP POC. The agreement between NRCS and the sponsor will include who is responsible for contracting the construction of the emergency measures.

3 Sponsor Requirements

NRCS must work with a project sponsor to provide EWP Program assistance. The one exception is when NRCS decides the best option is to purchase a floodplain easement. When this happens, NRCS can provide assistance directly to a landowner. Otherwise, private landowners seeking EWP Program assistance must work through a qualified sponsor.

3.1 Sponsor Eligibility

A project sponsor must be a state, a state agency, a legal subdivision of a state government, a local unit of government, or a Native American Tribe or Tribal organization with a legal interest in or responsibility for the areas threatened by a watershed emergency.

3.2 Sponsor Requirements

Project sponsors must be able to—

- Obtain all necessary property rights, water rights, and permits.
- Provide their share of the construction costs.
- Cover any unreimbursed expenses.
- Operate and maintain any completed recovery measures.

3.3 Sponsor Contribution

Sponsors must share in the cost of construction.

NRCS can typically cover up to 75 percent of construction costs while a project sponsor pays at least 25 percent of the cost. For limited resource areas, the cost share is 90/10.

The sponsor's part of the cost-share can be met using—

- cash
- goods or services (e.g., equipment, materials, construction management)
- a combination of cash, goods, and services

The NRCS State Conservationist determines if and what goods and services can be used to meet the sponsor's portion. Equipment, materials, and construction quality control are some examples of goods and services, also called "in-kind services," that may qualify.

Sponsors cannot use funds received from a Federal grant as their matching share for EWP recovery measures.

4 Program Requirements

EWP Program assistance may be made available when a watershed emergency exists. A watershed emergency means that a natural event such as a flood, tornado, or wildfire caused a sudden watershed impairment and life and/or property is at risk.

4.1 Program Eligibility

While NRCS will check to see if damaged sites qualify for program assistance, the following definitions can help sponsors get a sense of the program criteria NRCS uses to determine eligibility.

- **Watershed impairment**

A significant natural event suddenly lowered the ability of a watershed to function properly or safely. The damage must be from recent disaster event(s) and not have happened over time, like when typical rainstorms gradually erode a streambank. Also, because an impairment must be sudden and due to a significant event, the impairment cannot be due to a lack of maintenance.

- **Imminent threat**

Another strong natural event in the near future could cause major property damage or threaten human life. The threats may be at the damaged site: upstream or upslope, downstream or downslope. They also might be exigent—an emergency that demands immediate action.

- **Property**

Property is defined as any man-made structure permanently affixed to the land, like houses, buildings, roads, utilities, structures, and dams. Orchards, crops growing, and standing timber are not viewed as property by the EWP Program as they might be eligible for other USDA emergency programs.

As part of the eligibility determination, NRCS must consider some of the limitations of the EWP Program. Those limitations are listed below:

- The same structural practices are limited to two installations within a ten-year period. So, if a structural solution fails twice, the only EWP solution remaining is the purchase of a floodplain easement.
- EWP assistance will not be used to perform maintenance. A sponsor may be asked to provide a structures O&M plan to ensure that EWP work is not in fact maintenance.
- EWP assistance will not be used to repair, rebuild, or maintain private or public transportation facilities, public utilities, or similar facilities.
- NRCS EWP funds will not be provided on any Federal lands if such assistance is found to augment the appropriations of other Federal agencies. For Federal lands, it is the Federal land management department or agency that is responsible for securing funding to undertake emergency repair activities within lands under its control.
- EWP assistance is not available for repair or rehabilitation of nonstructural management practices, such as conservation tillage. This is a clarifying limit to focus EWP on threats to property or human life.

- EWP assistance is not provided to repair coastal erosion to beaches, dunes, and shorelines, including those along the Great Lakes. Remember that the "W" in EWP stands for watershed.
- EWP assistance is not available if the recovery measures are eligible for assistance under the Emergency Conservation Program (ECP) administered by the Farm Service Agency. EWP differs significantly from ECP because a sponsor is required for EWP recovery work. Also, unlike ECP, EWP recovery assistance may not be applied on cropland.

4.2 Eligible EWP Work

NRCS staff will then check each damaged area to try to plan an eligible solution using EWP Program assistance. The answer to all of the following questions must be **Yes** for NRCS to fund an emergency measure at a site:

- Does the proposed solution provide protection from additional flooding or soil erosion?
- Does it reduce threats to life or property from a watershed impairment?
- Does it restore the hydraulic capacity to the natural environment to the maximum extent practical?
- Is it economically and environmentally defensible and technically sound?

Technical Soundness

All engineering work must follow the requirements of the National Engineering Manual. Design work must follow requirements of the NRCS conservation practice standards detailed in Section IV of the Field Office Technical Guide (FOTG). Construction of the recovery measures must follow specifications found in the National Engineering Handbook (NEH) Part 642. All structural engineering designs completed by the sponsors must be signed and sealed by registered Professional Engineer (PE) in the state.

5 Program Process

NRCS and sponsors work together on EWP Program recovery efforts.

When it's safe to visit a damaged site, NRCS gets to work checking the amount of damage. Sponsors may contact the NRCS District Conservationist or State EWP Program Manager and request assistance to assess damage that may be causing a watershed impairment.

Sponsors play an important role in the EWP Program from the point that they request assistance. Sponsors may help to choose and prioritize potential program sites. They share in both the cost and the construction of recovery efforts and are responsible for the operation and maintenance of the completed works.

A general outline of the EWP process and sponsor involvement is shown in the table below:

EWP PROGRAM PROCESS		SPONSOR ACTIONS
1	A sponsor may submit a request to NRCS for EWP assistance	Contact the local NRCS District Conservationist or State EWP Program Manager to discuss submitting a request
2	NRCS determines whether EWP is applicable and prepares an initial cost estimation and damage survey report (DSR)	Contribute DSR team members
3	Funding (if available) is allocated for implementation of the emergency measures identified in an approved DSR	Prepare forms needed to receive federal assistance
4	Enter into a Project Agreement	In cooperation with NRCS, define the responsibilities and activities to be carried out
5	Design and Construct Recovery Measures	If sponsor is responsible for design and/or construction, complete these activities as assigned in the Project Agreement
6	Request Cost Reimbursement	Follow process in the Project Agreement
7	Perform Operation and Maintenance	If NRCS determines a need for O&M, the sponsor will provide necessary O&M

On the pages that follow is information to help you anticipate events that may happen as part of the EWP Program process. If you have any questions about the information in this guide, please contact your NRCS District Conservationist.

Also, on the pages that follow are links to websites where you can find forms and documents that NRCS may ask you to fill out and send in. More forms, documents, and instructions may also be found in the [Sponsor Resources](#) section of the [NRCS EWP Program](#) website.

5.1 Request Program Assistance

To be considered for EWP Program assistance, a project sponsor must make a formal request for assistance to the NRCS State Conservationist (contact information in Section 1.3).

The request needs to share basic information about the sponsor's organization, the date of the natural disaster event, and details on the location and scope of the problems. It must also tell NRCS that your organization agrees to—

- Contribute your share of project costs.
- Obtain all land rights and permits.
- Perform and cover the costs of any operation and maintenance (O&M).

Finally, the letter must state that your organization will not have enough resources to put in place disaster recovery measures without getting assistance through the EWP Program.

Time limit: 60 days

NRCS can only consider requests for assistance received within 60 days from either the date of the disaster event or the date damaged sites could be safely accessed.

Forms &

Documents: [Sample form letter](#)

Register in SAM

The System for Awards Management (SAM) is a federal procurement database. NRCS can only enter into an EWP Program agreement (see Section 5.4) with sponsors that have an active registration in SAM. If your organization is not already registered in SAM when you request EWP Program assistance, immediately start the process on the [SAM website](#). Also, the sponsor must have an active SAM registration for the duration of the agreement and up through final payment.

5.2 Evaluate Sites and Complete DSRs

When NRCS receives a sponsor's letter asking for assistance, the State Conservationist assigns staff to a Damage Survey Report (DSR) team that reviews and evaluates the damages referenced in the letter. Because sponsors must provide cost share and resources to the recovery effort, they can also help to choose and prioritize possible locations where recovery measures will be installed as part of the EWP Program response. For this reason, NRCS may ask that someone who can represent the sponsor go with the DSR Team on the site visits.

Damage Survey Report

NRCS staff evaluates the sites record what they find during a site visit on a DSR. The DSR contains information about—

- the sponsor
- damaged sites and their eligibility for program assistance
- proposed recovery measures
- the cost of restoration versus its benefit
- environmental and social impacts

The completed DSR will describe the proposed recovery measures, along with an estimate of what it will cost to complete the measures. They consider how recovery measures might affect a community and if property owners and other stakeholders will find the work acceptable. NRCS will emphasize measures that are the most economical and are to be accomplished by using the least damaging practical construction techniques and equipment that retain as much of the existing characteristics of the landscape and habitat as possible.

CPA-52 Environmental Evaluation Worksheet

As part of the site evaluation, NRCS staff take care to account for and estimate the potential impact on the environment of implementing recovery measures. Efforts must be made to avoid or minimize adverse environmental impacts associated with the implementation of emergency measures, to the extent practicable, giving special attention to protecting cultural resources and fish and wildlife habitat. Findings get reported on the CPA-52 Environmental Evaluation Worksheet, which NRCS must complete with each DSR. You can find more information about the CPA-52 Environmental Evaluation Worksheet on the [USDA NRCS Environmental Compliance web page](#).

Time limit: 60 days

For a project to be considered for program funding, the NRCS State Conservationist must submit the DSRs within 60 days from receipt of a sponsor's formal letter of request.

5.3 Funding of Emergency Measures

If national EWP funds are available, funds will be provided to the NRCS State Conservationist for the proposed EWP measures identified in the DSR.

When there is not enough federal money or it is not available, the DSR gets put on a waitlist. When this happens, there is no guarantee that NRCS money will eventually be supplied for the project. So, while a DSR is on the waitlist, NRCS suggests that sponsors do the following:

- Look for other funding.
- Notify NRCS if any part of the project gets done by other means.
- Notify NRCS if conditions change at any sites listed on a DSR.

If the condition at any site gets worse, to the point that the danger is severe, tell your District Conservationist right away.

5.4 Enter into a Project Agreement

Before EWP Program work can begin, the sponsor and NRCS must enter into a project agreement. NRCS cannot reimburse a sponsor for costs on work started before the project agreement gets signed by both parties. The agreement sets up the responsibilities and cost share of both NRCS and a sponsor, and who will complete the design, contract administration, and construction inspection of the emergency's measures.

A project agreement describes the scope of the recovery measures. It explains, in detail, the financial assistance and technical assistance that NRCS will provide. Also, in it are plans for making sure that recovery measures meet a certain level of quality.

NRCS staff help sponsors locate and understand documents that must be turned in with a project agreement. They also create a statement of work and because every project has different needs and resources, statements of work look different.

5.5 Design and Construct Recovery Measures

Sponsors and NRCS work together to put recovery measures in place. If the sponsor is responsible for design, the process starts with a pre-design meeting hosted by the sponsor and attended by technical representatives and engineers. During this meeting, the sponsor and NRCS set design limits and the project schedule. If a sponsor is responsible for design, NRCS can provide technical assistance funding to reimburse a portion of sponsor costs related to project design and construction administration. A sponsor may complete the design and contact work internally or hire a consultant. NRCS will work with the sponsor during the design phase to coordinate any needed reviews and concurrence of the design. If NRCS is responsible for design, NRCS completes the design and construction contracting to implement the project.

Other documents needed to be completed include the plan of operations (for force account agreements) and the quality assurance plan (QAP) as well as an operation and maintenance (O&M) plan.

Plan of Operations

When sponsors agree to supply construction services as part of their cost share, a plan of operations must be developed. In the plan are quantity and cost estimates.

Construction Quality Assurance Plan

The QAP lays out details like when and how often testing and inspections happen as well as who must complete these tasks. Also listed in the QAP are critical milestones when more testing and inspections need to happen.

Operation and Maintenance Plan

The O&M plan defines what actions the sponsor will do to ensure the EWP recovery measures function as designed once construction is complete. Items may include mowing, reseeding vegetation, removing sediment, reshaping earth fill, replacing rock riprap, and so on.

During the design and construction phases, project sponsors may have to—

- Get any necessary real property rights, water rights, and regulatory permits.
- Request contractor bids.
- Manage and pay on construction contracts.
- Keep documentation of construction and technical service costs.
- Inspect constructed recovery measures.

NRCS staff also inspects implemented recovery measures to make sure they meet approved plans and specifications, are stable, and can survive another major natural event.

An EWP Program project is thought of as complete when all tasks and inspections are done and have been accepted by NRCS.

Time limit: 220 days (10 days for exigent situations where the threat is immediate)

Construction of recovery measures must be done within 220 calendar days (10 days for exigencies) from the day that program funds are allocated to the NRCS State Conservationist for the recovery measures.

Forms &

Documents: Listed here are some forms and documents often referenced and used during the design and construction of recovery measures.

- FOTG Conservation Practice Standards
- QAP template – Structural Work
- QAP template – Debris Removal
- QAP template – Typical Inspection
- O&M plan sample

5.6 Request Reimbursement of Costs

Once there is a signed agreement, any work items that are completed and approved by NRCS can be submitted for reimbursement if they are the responsibility of the sponsor. Sponsors do not have to wait until a project is complete to request reimbursement of their eligible costs and expenses. Sponsors can submit reimbursement requests as often as each month. Once NRCS approves a request, payment is made by electronic funds, usually within 14 days.

To help make the reimbursement of construction costs go smoothly, sponsors can save and submit supporting documentation that provides as much detail as possible. Listed here are some documents commonly required. Note that NRCS may request additional documentation not shown on this list.

Construction reimbursement:

- Construction invoices
- Contractor proof of payment (showing items and quantities installed)
- Certification by the engineer of record
- Other: quantity calculations, rock weight tickets, etc.

In-kind construction reimbursement:

- Employee timesheets (including hourly rate)
- Equipment operation logs (including type, dates, hourly rate, time in operation)
- Other: material type, quality, quantities

Technical and administrative service reimbursement:

- Consultant invoices
- Proof of payment
- Employee timesheets (including hourly rate)

Time limit: 90 days

Sponsors must submit final requests for reimbursement within 90 calendar days from when the EWP agreement ends.

Forms &

Documents: SF-270 Request for Advance or Reimbursement

5.7 Perform Operation and Maintenance

Sponsors are required to make sure that a recovery measure continues to function as designed. They do so by carrying out O&M tasks on structural recovery measures put in place. Sponsors are responsible for O&M costs.

The need for an O&M agreement will be determined by the NRCS State Conservationist on non-Federal lands. For Federal lands, the Federal agency is responsible for operating and maintaining emergency measures.

O&M tasks get defined in the O&M plan during the design. A sponsor's O&M responsibilities begin when construction is completed and extend for the duration of the time required for the emergency measure to serve the purpose for which it is installed. NRCS monitors any recovery measures put in place and communicates any concerns to project sponsors.

6 Program Forms and Documents

Sponsors are required to complete and submit specific forms and documents throughout the EWP Program process. Some have already been mentioned in previous sections of this guide. Those mentioned and additional forms and documents that you can expect to submit are listed, linked to, and described here.

ADS-78 Real Property Assurances (federal contract only)

This USDA NRCS form is used by a sponsor to provide assurances to NRCS regarding real property rights. The form must be completed and submitted prior to the implementation of recovery measures funded through EWP Program financial assistance.

Attorney's Title of Opinion Form Letter (federal contract only)

The attorney's title of opinion form letter certifies that the sponsor has adequate title, right, permission, and authority over the property on which EWP Program recovery measures will be implemented.

Certification of Lobbying

This document certifies that a sponsor has not been involved in lobbying activities that may have influenced or resulted in the award of EWP Program assistance.

Quality Assurance Plan Templates

A quality assurance plan (QAP) outlines the responsibilities of a sponsor to ensure that recovery measures are installed in accordance with project plans and specifications. QAPs identify all the individuals who will perform various quality assurance tasks. QAPs outline the frequency and timing of inspections and designate items of work that require continuous inspection versus intermittent or periodic inspection. Sponsors can use the following templates for completing QAPs.

- QAP template – Structural Work
- QAP template – Debris Removal
- QAP template – Typical Inspection

Operation and Maintenance (O&M) Plan Template

Sponsor tasks related to the operation and maintenance of recovery measures get defined in the O&M plan during the design of a project. The O&M plan identifies items that will require maintenance, cost estimates, the timing of inspections, and the length of time that a sponsor will be required to complete operation and maintenance on recovery measures. Here is a sample O&M plan.

Request for Assistance Form Letter

Sponsors can use this form letter to submit a formal request for assistance. Using this template will ensure all required elements of a formal request are provided. Remember that NRCS can only consider requests for assistance received within 60 days from either the date of the disaster event or the date damaged sites can be safely accessed.

SF-424 Forms

To receive EWP Program assistance the following SF-424 federal forms must be completed by a sponsor:

- SF-424: Application for Federal Assistance
- SF-424C: Budget Information (Construction Programs)
- SF-424D: Assurances (Construction Programs)

Fillable PDFs and instructions can be accessed through the web page link provided.

SF-270 Form Request for Advancement or Reimbursement

Form SF-270 is a federal form used to request reimbursement for eligible costs that a sponsor has already paid to design or implement EWP Program recovery measures. This form must be submitted along with supporting documentation. Sponsors will be paid by electronic funds transfer (EFT) approximately 14 days after NRCS approves the request.

7 Frequently Asked Questions

7.1 Program Eligibility

Q: What damage is commonly eligible for recovery under the EWP Program?

A: Head-cutting gullies, severely eroded stream banks and drainage ditches, wildfire damage, debris in channels, sediment deposits in creeks and drainage ditches, channel stabilization at culverts and bridges, landslides causing a watershed impairment, and so on.

Q: What amount of debris or sediment in a channel would cause a watershed impairment and thus be eligible for removal under the EWP Program?

A: While channel blockages are site-specific, if debris or sediment blocks more than 25 percent of the cross-sectional area, it is likely to pose a threat.

Q: What is an example of a landslide threat that is eligible for program assistance?

A: A hillside adjacent to a road experiences a slope failure during a storm event. The slide has filled a major channel or large ditch and is causing severe flooding onto the road. Removal of the slide material and stabilization of the site may qualify for program assistance.

7.2 Program Limitations

Q: What types of damage are not eligible for program assistance?

A: Pre-existing damage or damage resulting from regular storm events is not eligible for program assistance. Other program limitations include damage—

- that threatens farmland, woodland, or pastureland only
- to beaches, dunes, or shorelines
- to structures installed by other federal agencies, such as canals and drainage channels built by the USACE

Q: Can program assistance be used to repair infrastructure (e.g., roads, bridges, etc.)?

A: Program assistance can be used to relieve a threat to infrastructure, not repair infrastructure.

Q: Can program assistance be used to construct a new channel to provide the drainage necessary for protection from flooding that creates a threat to life and property?

A: NRCS will only provide assistance for measures that restore the hydraulic capacity to the natural environment to the maximum extent practical.

7.3 Program Process

Q: Which sites must have a site-specific O&M plan?

A: The need for an O&M agreement will be determined by the NRCS State Conservationist. Most structural work will require an O&M plan. Some non-structural work, like debris removal, may not require an O&M agreement.

Q: How neat and detailed do construction drawings need to be?

A: The amount of detail should be commensurate with the complexity of the site. There should be enough detail for NRCS to determine if the construction meets the program's intent and for a contractor to perform the construction.

Q: Do all engineering plans need to have a professional engineer (PE) seal?

A: Yes, except for sites where only debris removal is occurring. Further, NRCS engineers review all engineering plans and specifications and must concur with the recovery measures.

Q: Who performs the final inspections of implemented recovery measures?

A: This depends on who is responsible for the construction phase. When the sponsors are responsible for construction, NRCS will confirm that they align with previously concurred plans. If NRCS finds any critical deficiencies, the sponsor must correct them before NRCS can make a final reimbursement.

8 Document Links

- Service Center Locator
<https://offices.sc.egov.usda.gov/locator/app>
- State EWP Program Manager
<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/landscape/ewpp/>
- State Conservationist Directory
<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/contact/states/>
- NRCS EWP Program Managers and Limited Resource Area Counties Map
<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/landscape/ewpp/>
- Code of Federal Regulations (CFR): 7 CFR Part 624 and 7 CFR Part 654
<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-VI/subchapter-C/part-624>
<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-VI/subchapter-F/part-654>
- EWP Program Manual
<https://directives.sc.egov.usda.gov/RollupViewer.aspx?hid=26433>
- National Engineering Manual
<https://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=43502.wba>
- Field Office Technical Guide
<https://efotg.sc.egov.usda.gov/> Conservation Practice Standards in Section IV
- National Engineering Handbook (NEH) Part 642
<https://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=37328.wba>
- SAM Website
<https://sam.gov/content/home>
- CPA-52 Environmental Evaluation Worksheet
<https://www.nrcs.usda.gov/resources/guides-and-instructions/nrcs-environmental-evaluation-cpa-52-worksheet-tools-and-training>
- SF-270 Request for Advance or Reimbursement
<https://www.grants.gov/forms/post-award-reporting-forms.html>
- ADS-78 Real Property Assurances
<https://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=30969.wba>
- Certification of Lobbying
<https://www2.ed.gov/fund/grant/apply/appforms/ed80-013.pdf>
- SF-424 Forms
<https://www.grants.gov/forms/sf-424-family.html>

Plog
Property



Aug 12, 2024



1950's - 24' Barn existed

AGREEMENT ID: 600000XXXX
SPONSOR: Franklin County Maine
PROJECT: EWP – DSR 23-02-24-5034-002

EMERGENCY WATERSHED PROTECTION PROGRAM STATEMENT OF WORK

PURPOSE

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to Franklin County, hereinafter referred to as the "Sponsor", for EWP Project # 23-02-24-5034-002 in Franklin County, Maine for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

OBJECTIVES

The installation of Emergency Watershed Protection (EWP) measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 23-02-24-5034-002– Stream Bank stabilization along Sandy River, Franklin County, Maine

BUDGET NARRATIVE

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$202,470

This budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$151,852.50 + 25% Sponsor \$50,617.50): \$200,070

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs.
2. These costs are associated with construction activities which are on-the-ground construction costs, and are associated with the installation of the project measures including labor, equipment and materials.
3. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

AGREEMENT ID: 600000XXXX
SPONSOR: Franklin County Maine
PROJECT: EWP – DSR 23-02-24-5034-002

RESPONSIBILITIES OF THE PARTIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the General Terms and Conditions, the language in the SOW takes precedence.

SPONSOR RESPONSIBILITIES

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
7. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
9. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
10. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

AGREEMENT ID: 600000XXXX
SPONSOR: Franklin County Maine
PROJECT: EWP – DSR 23-02-24-5034-002

11. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
12. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
13. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.
15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
17. Pay the contractor(s) for all work performed in accordance with the agreement and submit a SF 270, "Request for Advance and Reimbursement," with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.
18. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.
19. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

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SPONSOR: Franklin County Maine
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20. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
21. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
22. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments, ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: annual
SF425 Financial Reports: annual

NRCS RESPONSIBILITIES

1. Provide sponsor with design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements
2. Determine eligible construction costs during the pre-design conference.
3. If applicable designate a Government Representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
4. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required), and QAP.
5. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
6. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

AGREEMENT ID: 600000XXXX
SPONSOR: Franklin County Maine
PROJECT: EWP – DSR 23-02-24-5034-002

7. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

1. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

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2. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.
3. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commencement of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.
4. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
5. Provide construction inspection in accordance with the QAP.
6. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

RESOURCES REQUIRED

See the Responsibilities of the Parties section for required resources, if applicable.

MILESTONES

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction: November 15, 2025
6. Complete close-out activities

Practice	Item	quantity	unit	cost/unit	total	
580	Rip rap	750	cy	\$ 75.00	\$ 56,250.00	bank 10' tall at 1.5:1 slope 290' long plus barb near upstream end
580	Retaining wall	TBD			\$ 24,000.00	Concrete blocks or similar needed adjacent to house due to slope
580	geotextile	800	sq yd	\$ 25.00	\$ 20,000.00	
580	Excavator	320	hour	\$ 225.00	\$ 72,000.00	2 excavators for 4 weeks
580	Operator	320	hour	\$ 45.00	\$ 14,400.00	2 excavators for 4 weeks
580	Laborer	160	hour	\$ 27.00	\$ 4,320.00	hand work such as placing geotextile and seed and mulch for two weeks
580	Water and sediment control	1	LS	\$ 10,000.00	\$ 10,000.00	silt fence and floating silt boom
				total:	\$ 200,970.00	
342	Seed and mulch, other plantings	1	LS	\$ 1,500.00	\$ 1,500.00	
				total:	\$ 202,470.00	

Source: Plog > DSR upload > "Cost Estimate-updated"

Cochran
Property





Cochran
Property





Cochran
Property



Cochran
Property





**County Commissioner's Meeting
Agenda Discussion and Analysis
June 17, 2025**

Plog Property – Site Review

Comments: Adam Cattrell from the NRCS will meet with the Board at 2571 Rangeley Road, Madrid Township to discuss the specification package and draft design for the installation of Emergency Watershed Protection measures for the stabilization of the Sandy River stream bank to protect the property.

Recommendation: None at this time.

Cochran Property – Site Review

Comments: Adam Cattrell from the NRCS will meet with the Board at 2709 Rangeley Road, Madrid Township to view to property and discuss the potential sponsorship for the Emergency Watershed Protection Program.

Recommendation: None at this time.

Oberton Stream Bridge – Reeds Mill Road, Madrid Township

Comments: Site review

Recommendation: None at this time.

Quick Stream Bridge – Reed Road, Salem Township

Comments: Site review

Recommendation: None at this time.

Agenda Item: Administrator's Report

- Commissioner Carlton went to the Coburn Gore Border Crossing meeting on June 12, 2025.
- A request for a proposal for website redesign is under development, the plan is to post the RFP in the coming weeks.
- The New Sharon v. Mr. Buzzell Abatement Hearing scheduled for the August 5th Commissioners' meeting has been notified to the parties.
- CMP will not cut the tree down at the Courthouse, they plan to minimally trim it for the transformer.
- Jamie St.Pierre from CMP is coming to go over the idea for the entrance to County Way from the Fairbanks Road.
- Sheriff Nichols has sent an email to County Way employees regarding the speed on County Way. He has suggested a 15 MPH sign be put in place.
- Windows at the Courthouse are all in but the cemetery side of the building.
- Robert Lightbody reviewed the bids as per instruction from the Commissioners and informed Fenwick Construction that they were awarded the Ditching and Culvert replacement for the UT.

Recommendation: Motion to accept the Administrator's Report.

Minutes: Provided to you prior to the Commissioner's Meeting

Recommendation: Motion to approve June 5, 2025, and June 11, 2025 Minutes.

Treasurer's Report: Included in the packet

Recommendation: Motion to accept the Treasurer's Report.

Commit the FY2026 Taxes

Comments: On Wednesday June 11th the Franklin County Advisory Budget Committee held its meeting to reject the Commissioner's budget. Please see the commitment document enclosed, if you have any questions, please let me know.

Recommendation: Motion: Sign the FY2026 Tax Commitment.

Sheriff's Office – School Resources Officer Grant

Comments: Permission to apply for the SRO grant. Enclosed is the packet information on the grant.

Recommendation: Motion: Allow the Sheriff's Office to apply for the SRO grant

Solid Waste and Management and Fire Service Agreements

Comments: The Solid Waste Management Contracts and Fire Services Contracts are ready for signature. They are in your flower folder to sign.

Recommendation: Motion to sign the Solid Waste and Fire Services Contracts for Kingfield, Strong, Phillips, Wilton, Eustis, Rangeley, and Weld.

Emergency Operations Center – Insurance

Comments: The Risk Pool is asking for approved coverage limits on the EOC in an email. Please see the attached email. Building \$4,250,000, Contents/Equipment: \$750,000, Property In the Open (PITO) \$20,000.

Recommendation: Motion to approve insurance coverage limits.

TIF Applications

Comments:

Madrid Historical Society: Their proposal is to create facilities on a property owned by the Madrid Historical Society (MHS) prominently located just across the Sandy River from the Rangeley Lakes National Scenic Byway.

UMEM (Salem Economic Ministries): Collaboration with WMCA for weatherization work with target fuel assistance program.

Greater Franklin ECD: Support Economic Development County wide.

Rangeley Child Care: Scholarship program for UT children, representing \$10,800 per child.

Narrow Gauge Riders: Replace a bridge over Crossman stream in Madrid.

Recommendation: Motion: to approve the projects listed above.

Reserve Account

Comments: In April the Board voted to consolidate the reserve funds into the Road and Bridges reserve account. We are receiving invoices for these bridges currently and need permission to draw down the reserve funds to pay for the bridge invoices.

Recommendations: Motion: authorize the payment for the Salem & Madrid bridge(s) construction from the UT Roads & Bridges account.

Salary Structure

Comments: Commissioner Fowler asked for more information on how the structure's grades were developed. Staff went through the report from the consultant who developed the salary structure in 2018 to see if there was a scoring component to determine the placement of positions on a grade. We have enclosed the report and 2018 salary structure that shows similar clumping of positions on grade levels. Human Resources can score the positions accordingly to ensure that the placement is still current in the new structure.

Recommendations: none at this time

Organizational Structure

Comments: Commissioner Fowler would like to discuss the option of making Human Resources a separate department. This was discussed in the Commissioners orientation and would like to bring it up and determine if this item is still on the Board's list to peruse.

Recommendation: none at this time

Board and Committee Updates

- **Opioid Committee**
- **Central Western Maine Workforce Development Board**
- **Ambulance Advisory Committee**
- **AVCOG**
- **MCCA Legislative Policy Committee**
- **UMF Board of Visitors**
- **Sandy River Watershed Board**
- **Western Maine Transportation**
- **Probate scanning project update**

Comments: Commissioner will give an update on the committee's they sit on.

Recommendations: N/A

Recognition:

Appointments: None

OLD BUSINESS

PAM PRODAN, TREASURER – Report for June 17, 2025, Franklin County Commissioners meeting

Current cash and investment (CDARS) balances from trio-web.com Ledger Detail Report

General Fund Operating Cash \$3,864,736.13

General Fund Payroll Cash \$127,585.76

General Fund CDARS \$0.00

ARPA Fund Cash \$1,365,242.05

ARPA Fund CDARS \$0.00

UT General Fund Cash \$1,356,354.79

UT General Fund CDARS \$0.00

UT TIF Fund Cash \$1,759,392.19

UT TIF CDARS: \$2,031,356.71

Interest rates

General Fund Operating Cash 3.50% 5/30/2025 All invested w/Intrafi Cash Service at Androscoggin Savings

ARPA Fund Cash 3.15% 5/30/2025 All invested w/ Intrafi Cash Service at Frankin Savings

UT General Fund Cash 3.50% 5/30/2025 All invested w/Intrafi Cash Service at Androscoggin Savings

UT TIF Fund Cash 3.50% 5/30/2025 All invested w/Intrafi Cash Service at Androscoggin Savings

UT TIF CDARS: 4.40196% 6/17/2025 invested at Androscoggin Savings

Town Tax Payments

All municipal county tax payments for fiscal year ending June 30, 2025 have been received.

Warrants

AP Warrants expected for signatures at 6/17/2025 meeting

AP County Warrant \$76,997.81

AP UT Warrant \$58,616.23

AP ARPA Warrant \$27,183.98

Payroll Warrant \$224,692.29

FRANKLIN COUNTY TAX

FISCAL YEAR 2026

The following is a list of the assessments upon the estates of the several Towns and upon the several unincorporated places or tracts of wild lands in the County of Franklin, the due proportion of each being set against their names in the sum of ten million one hundred and fifty-eight thousand six hundred and ninety-seven dollars (\$10,158,697), granted by Resolve of the Franklin County Commissioners, approved June 13, 2025 as a tax for said County, and the sum of thirty-five thousand dollars (\$35,000) added to the above as an overlay, apportioned upon the municipalities and unorganized territory in the county according to the valuation fixed by the County Commissioners of the County of Franklin on the 13th day of June, 2025.

	Valuation	Tax
AVON	\$ 65,400,00	\$ 90,864
CARRABASSETT VALLEY	1,440,050,000	2,000,754
CARTHAGE	101,600,000	141,159
CHESTERVILLE	180,250,000	250,433
COPLIN PLANTATION	68,000,000	94,477
DALLAS PLANTATION	231,550,000	321,707
EUSTIS	285,800,000	397,080
FARMINGTON	868,200,000	1,206,246
INDUSTRY	159,950,000	222,229
JAY	487,050,000	676,690
KINGFIELD	210,900,000	293,017
NEW SHARON	156,550,000	217,505
NEW VINEYARD	139,900,000	194,372
PHILLIPS	141,100,000	196,039
RANGELEY	973,200,000	1,352,129
RANGELEY PLANTATION	352,300,000	489,473
SANDY RIVER PLANTATION	242,050,000	336,296
STRONG	141,900,000	197,151
TEMPLE	65,300,000	90,725
WELD	185,700,000	258,005
WILTON	433,400,000	602,151
UNORGANIZED TERRITORY	406,800,000	565,195
TOTALS	<u>\$ 7,336,950,000</u>	<u>\$ 10,193,697</u>

County Assessment	\$ 7,162,048
Jail Assessment	2,996,946
Overlay	<u>35,000</u>
Total Assessment	<u><u>\$ 10,193,697</u></u>

Approved:

Tom Saviello, District 1

Fen Fowler, District 2

Tom Skofield, District 3

Bob Carlton, District 4

Jeff Gilbert, District 5



COPS

Community Oriented Policing Services
U.S. Department of Justice

Fact Sheet

cops.usdoj.gov

COPS Office–Funded School Resource Officer Mandatory Training

Overview

The Office of Community Oriented Policing Services (COPS Office) is committed to ensuring student success in supportive, safe environments by providing a variety of resources, technical assistance, and training. The COPS Hiring Program (CHP) and the Tribal Resources Grant Program—Hire (TRGP–Hire) include awards for agencies to deploy school resource officers (SRO) to school districts across the country.

To ensure COPS Office–funded SROs have the resources and knowledge necessary for their position, the COPS Office mandates that all officers funded by CHP and TRGP awards complete the SRO basic training course conducted by the National Association of School Resource Officers (NASRO). To support this requirement, the COPS Office will pay the training fee directly to NASRO and NASRO will reimburse allowable travel costs up to \$1,000 per CHP/TRGP-funded SRO to the law enforcement agency. For additional information about NASRO training, visit their website at <https://www.nasro.org>.

How to Receive Funding

All agencies funding SROs through a CHP or TRGP award will receive information about the SRO training requirement in their award terms and conditions, as well as in the CHP or TRGP Award Owner's Manual (AOM). NASRO staff will conduct email and telephone outreach to all funded agencies with information about the NASRO Basic Training Schedule. The COPS Office requires that law enforcement agencies and schools first develop a Memorandum of Understanding (MOU) to clearly document the roles, responsibilities, and expectations of the individuals and partners involved, including SROs, school officials, law enforcement, education departments, students, families, and social service agencies. The MOU must be submitted within 90 days of the date shown on the award congratulatory letter. The SRO MOU Fact Sheet describing the contents of this MOU can be found on the COPS Office website at <https://cops.usdoj.gov/>.

After an SRO is selected for the COPS Office–funded position, the agency should contact the NASRO office (888-31-NASRO) and request to speak with the COPS Office grant coordinator about scheduling officer training. The agency

Award Condition

COPS Office–funded SRO(s) are required to complete a basic 40-hour SRO training course from the COPS Office–approved provider, the National Association of School Resource Officers (NASRO). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date, whichever comes first. If a COPS Office–funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO who is assigned to backfill this position to attend a 40-hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officer to retake the course. The agency must coordinate with the training provider if they want funds to cover registration and travel costs.



Fact Sheet

cops.usdoj.gov

School Resource Officer Memorandum of Understanding

School Resource Officer (SRO) programs can play an important role in maintaining and increasing safety in schools and neighboring communities. In order to effectively implement such programs, law enforcement agencies and schools should develop a Memorandum of Understanding (MOU) to clearly document the roles, responsibilities, and expectations of the individuals and partners involved including SROs, school officials, law enforcement, education departments, students, and parents. At a minimum, a successful MOU documents the program's purpose, partner roles and responsibilities, requirements for information sharing, and supervision of the SRO. Law enforcement agencies and schools should use this fact sheet as a guide to developing the MOU.

Define a memorandum of understanding

An MOU, also referred to as an interagency agreement or Memorandum of Agreement (MOA), is an instrument used to build mutual respect and trust between partners while

Every jurisdiction with a school and law enforcement partnership should have an MOU that clearly defines the roles and responsibilities of the individual partners involved.

delineating specific roles and responsibilities of the partnering agencies. Every jurisdiction with a school and law enforcement partnership should have an MOU that clearly defines the roles and responsibilities of the individual partners involved, including school districts, boards or departments of education, school administration officials, law enforcement agencies (including SROs), students, families, and social service agencies. As a policy instrument, all parties should sign and abide by the MOU, and it should be considered a living document that operates within the context created by applicable federal and state laws—including, but not limited to, federal civil rights laws and privacy laws.

For all COPS Hiring Program (CHP) and Tribal Resources Grant Program – Hire SRO awards, a signed MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter. Implementation of the award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award deobligation.

Developing your school-based partnership

School and law enforcement partnerships are also built on a foundation of shared goals and objectives, which are approached in a constructive and positive manner and achieved through open communication. When schools, communities, and law enforcement agencies work together to creatively address problems, positive outcomes can be achieved, including

- an increased ability of law enforcement agencies, schools, and community groups to gather and analyze useful and timely information about crime and fear of crime in schools in accordance with applicable privacy laws;
- an increased ability of law enforcement agencies, schools, and community groups to work together in developing innovative, systemic, long-term approaches to reducing and preventing different kinds of crime in and around

school administrators unless the violation or misbehavior involves criminal conduct. SROs should not respond to incidents that do not pose any threat to safety or would not be considered crimes if they occurred outside the school setting.

The MOU must include the roles and responsibilities of the school partner. These roles may include providing a secure work space for SROs to conduct interviews and maintain confidential records; establishing standing meetings; and working with school administrators in identifying problems and evaluating progress under the MOU, including data collection and evaluation. The school administrator should ensure that staff cooperates with police investigations and any subsequent actions related to crime or criminal activity on campus.

The law enforcement partner is responsible for the selection of officer(s) assigned to the school, and these officer(s) should adhere to the principles of community policing. This section of the MOU must define the roles and responsibilities of the SRO and the assigned hours of SRO duty, including arrival and departure times and specifying if after-hour duties may be performed and if time spent in court, attending interagency meetings, and investigating school-related crimes are within the scope of SRO duties.

The MOU should include examples of the activities that the SRO will engage in, such as

- handling requests for calls for service in and around schools;
- conducting comprehensive safety and security assessments;
- developing emergency management and incident response systems based on the National Incident Management System (NIMS) and the four phases of emergency management: mitigation/prevention, preparedness, response, and recovery;
- developing and implementing safety plans or strategies;
- integrating appropriate security equipment/technology solutions, including incorporating crime prevention through environmental design (CPTED) as appropriate to enhance school safety;
- responding to unauthorized persons on school property;
- serving as liaisons between the school and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws;

- serving as a member of a multidisciplinary school team to refer students to professional services within both the school (guidance counselors or social workers) and the community (youth and family service organizations);
- building relationships with juvenile justice counselors to help connect youth with needed services;
- developing and expanding crime prevention efforts for students;
- developing and expanding community justice initiatives for students.

C. Information sharing

This section must address the type of and the extent to which information will be shared between the law enforcement agency and school or school district partners. For example, it should define the type of information the school is permitted or willing to share with law enforcement, as well as information flow from law enforcement to school partner(s). When entering into an MOU, agencies should consider all federal or state laws that govern the collection, use, and dissemination of student records. The MOU should also include a mechanism for the school district to receive feedback regarding SROs' activities and actions.

Federal privacy laws, including the Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and civil rights and other laws must be considered when developing plans for information sharing that involves personally identifiable information from student education records. For more information on FERPA, see the U.S. Department of Education's *School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA)* at <https://studentprivacy.ed.gov/resources/school-resource-officers-school-law-enforcement-units-and-ferpa>; for more information on HIPAA, see the U.S. Department of Health and Human Services' FERPA and HIPAA page at <https://www.hhs.gov/hipaa/for-professionals/faq/ferpa-and-hipaa/index.html>; and for an overview of FERPA issues relevant to emergency planning and SRO programs, please see the "Closer Look" section of the *Guide for Developing High-Quality School Emergency Operations Plans* at https://rems.ed.gov/docs/REMS_K-12_Guide_508.pdf.

Resources

Advancement Project

Proposed Memorandum of Understanding between School District and Police Department.

<https://advancementproject.org/resources/sample-agreements-police-schools>

Advocatr

Student self-empowerment tools to build safe schools funded via a schoolwide safety framework called SOARS (Student Ownership, Accountability, and Responsibility for School Safety).

<https://advocatr.org>

Averted School Violence database

Anonymous reporting system for SROs and school professionals to share averted school violence events and lessons learned.

<https://avertedschoolviolence.org>

Bureau of Justice Statistics

Survey of Law Enforcement Personnel in Schools (SLEPS). <https://bjslecs.org/SLEPS2019>

COPS Office Supporting Safe Schools page

Federal and stakeholder resources for SROs, including the documentary *Beyond the Badge*.

<https://cops.usdoj.gov/supportingsafeschools>

FERPA Act FAQs

<https://studentprivacy.ed.gov/frequently-asked-questions>

The National Center for School Safety

The National Center for School Safety (NCSS) is the BJA STOP Program technical assistance provider, focused on improving school safety and preventing school violence. <https://www.nc2s.org/about-us/>

National Center for Education Statistics

Primary federal entity for collecting and analyzing data related to education. <https://nces.ed.gov>

NCMEC Cyber Safety Tools

KidSmartz teaches elementary school kids and their families about personal safety. NetSmartz is an education program teaching kids and their families about online safety.

<https://www.missingkids.org/education/kidsmartz>

<https://www.missingkids.org/netsmartz/home>

Readiness and Emergency Management for Schools Center

Technical assistance hub that provides information, resources, training, and services in the field of school and higher education emergency operations planning. <https://rems.ed.gov>

School Safety Clearinghouse

Federal Government resources to create a safe and supportive learning environment for students.

<https://www.schoolsafety.gov>

U.S. Department of Education Student Privacy Guidance

Student Privacy 101 website. Provides official guidance on the Family Educational Rights and Privacy Act (FERPA). <https://studentprivacy.ed.gov>

Jamie Sullivan

From: Malcolm L. Ulmer <mlu@mainecounties.org>
Sent: Tuesday, June 10, 2025 2:13 PM
To: Jamie Sullivan; Amy Bernard
Cc: Bob Carlton
Subject: Re: Franklin County EOC coverage

Caution: This is an external email. Please take care when clicking links or opening attachments.
When in doubt, contact your IT Department

Jamie:

Thank you for your e-mail message shown immediately below. I have already requested the following coverage limits:

\$4,250,000 Building (\$4,450,000 gross - \$200,000 exclusions)
\$ 750,000 Contents / Equipment
\$ 20,000 PITO
\$5,020,000 Total

Once I receive confirmation that the requested coverage limits have been approved, I will prepare a supplemental member assessment invoice and send it to your office.

Thank you for your assistance. Please contact me with any questions.

Regards,

Malcolm L. Ulmer, Director of Operations
MCCA Risk Pool
4 Gabriel Drive, Suite 2
Augusta, Maine 04330
207-894-7166 Telephone
207-221-1750 Fax

From: Jamie Sullivan [<mailto:JSullivan@franklincountymaine.gov>]
Sent: Tuesday, June 10, 2025 at 1:40 PM
To: Malcolm L. Ulmer <mlu@mainecounties.org>, Amy Bernard <ABernard@franklincountymaine.gov>
Cc: Bob Carlton <BCarlton@franklincountymaine.gov>
Subject: Franklin County EOC coverage

Good afternoon Malcolm,