

TOWN OF WELD, MAINE  
TOWN MEETING WARRANT  
SATURDAY, MARCH 7, 2026  
FOR ANNUAL SECRET BALLOT ELECTION – TUESDAY, MARCH 3, 2026  
AND  
OPEN MEETING – SATURDAY, MARCH 7, 2026

To Carol Conant, a resident of the Town of Weld in the County of Franklin, State of Maine.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the said Town, qualified by law to vote in Town affairs, to meet on Tuesday, MARCH 3, 2026 A.D. to act upon ARTICLE 1, and by secret ballot on ARTICLE 2 below; the polling hours therefore to be from 4:00 P.M. until 8:00 P.M. located at 23 Mill Street in said Town.

And to notify and warn the said inhabitants to assemble in the Town Hall located at 17 School Street in said Town on Saturday, MARCH 7, 2026 A.D. at 10:00 A.M. to act upon ARTICLES 3 through 25 as set out below, to wit.

The registrar gives notice that she or her designate will be at the Town Hall at 17 School Street to register new voters at 9:30 A.M. of the day of the said meeting being Saturday, MARCH 7<sup>th</sup> and to correct the check list.

ARTICLE 1: To elect a Moderator to preside at said meeting.

ARTICLE 2: To elect the Municipal Officials by secret ballot.

ARTICLE 3: To see if the Town will vote to authorize the Select Board to accept, on behalf of the Town, unconditional and conditional gifts of money or property excluding roads, rights of way, and easements and provided that no single gift will obligate the Town to incur liabilities that total \$1,000 or more per year, as determined by the Select Board to be in the best interest of the Town.

ARTICLE 4: To see whether the Town will vote to authorize the Weld Recreation Committee to accept, reject, or dispose of any in-kind donation under [\$500].

ARTICLE 5: To see what sum of money the Town will vote to **raise** and/or **appropriate** for the **General Government Department of the Town** for the ensuing year.

Recommended by the Select Board in consultation with the Budget Committee:

General Government Department Budget	\$318,738
<b>Appropriate</b> from the following Revenues to use as offsets to this department budget:	
Building Permit Fees	\$3,000
Town Office/Post Office Lease	\$32,500
Tree Growth Reimbursement	\$75,000
Agent Fees	\$3,500
Interest Income	\$3,000
Anticipated Revenues at Commitment (including Boat Excise Tax, State Park Fee Sharing, Homestead Reimbursement, Veterans Reimbursement, and State Revenue Sharing	\$100,390
Balance to be <b>Raised</b> for this department budget	\$101,348

*Please see the 2026 Budget Planning Spreadsheets in the 2026 Annual Town Report for details of how the Select Board and the Budget Committee arrived at the department budget.*

ARTICLE 6: To see what sum of money the Town will vote to **raise** and/or **appropriate** for the **Public Safety (Fire) Department of the Town** for the ensuing year.

Recommended by the Select Board in consultation with the Budget Committee:

Public Safety Department Budget	\$125,241
<b>Appropriate</b> from the following Revenues to use as offsets to this department budget:	
Franklin County Fee Sharing for Unorganized Territories	\$7,595
Surplus	\$10,000
Balance to be <b>Raised</b> for this department budget	\$107,646

*Please see the 2026 Budget Planning Spreadsheets in the 2026 Annual Town Report for details of how the Select Board and the Budget Committee arrived at the department budget.*

ARTICLE 7: To see what sum of money the Town will vote to **raise** and/or **appropriate** for the **Public Works Department of the Town (including Maine Department of Transportation Local Road Assistance Program projects (“LRAP”))** for the ensuing year.

Recommended by the Select Board in consultation with the Budget Committee:

Public Works Department Budget	\$400,161
<b>Appropriate</b> from the following Revenues to use as offsets to this department budget:	
Excise Tax	\$105,000
Post Office Snow Removal Reimbursement	\$1,000
LRAP	\$40,000
Balance to be <b>Raised</b> for this department budget	\$254,161

*Please see the 2026 Budget Planning Spreadsheets in the 2026 Annual Town Report for details of how the Select Board and the Budget Committee arrived at the department budget.*

ARTICLE 8: To see what sum of money the Town will vote to **raise** and/or **appropriate** for the **Transfer Station Department of the Town** for the ensuing year.

Recommended by the Select Board in consultation with the Budget Committee:

Transfer Station Budget	\$84,770
<b>Appropriate</b> from the following Revenues to use as offsets to this department budget:	
Transfer Station Revenue	\$6,000
Franklin County Fee Sharing for Unorganized Territories	\$6,114
Balance to be <b>Raised</b> for this department budget	\$72,656

*Please see the 2026 Budget Planning Spreadsheets in the 2026 Annual Town Report for details of how the Select Board and the Budget Committee arrived at the department budget.*

ARTICLE 9: To see if the Town will vote to adopt the Commercial Site-Plan Review Ordinance as set forth in Attachment 1.

ARTICLE 10: Authorizing Application for Land and Water Conservation Fund Grant

To see if the Town will authorize the Chair of the Recreation Space Committee to apply, on behalf of the Town, for federal financing assistance under the provisions of the Land and Water Conservation Fund Act, Public Law 88-578 (“Federal Funding”) for the development of the “Town of Weld Multi-Recreation Space Project” (“Recreation Space Project”); and further authorize the Select Board to enter into the Land and Water Conservation Fund Project Agreement with the State (attached as Attachment 2) subsequent to federal approval of the project.

ARTICLE 11: Authorizing Acceptance of Private Donations in Support of the Recreation Space Project.

To see if the Town will authorize the Select Board to accept donations (in-cash and in-kind) to make up the difference between the cost of the Recreation Space Project and Federal Funding for the Recreation Space Project contingent upon approval of the Federal Funds.

ARTICLE 12: To see if the Town will vote to authorize the Select Board, or its appointed representative, to apply for a USDA Rural Development Grant through the office of Senator Susan M. Collins’ Fiscal Year 2027 Congressionally Directed Spending for the New Construction of the Weld Fire Station and agree to the following terms and conditions imposed by the grant: environmental review requirements (i.e., NEPA) and the *Build America Buy America Act*; and further, to authorize the Select Board to execute all necessary documents and contracts in connection with said grant, and to accept said grant funds if awarded and authorize their expenditure for the purpose of the New Construction of the Weld Fire Station.

ARTICLE 13: To see if the Town will vote to authorize the Select Board to utilize a portion of the property located at Map 25, Lot 9 (commonly known as the Town Garage and Ball Field) for the purpose of constructing and maintaining a new Fire Station.

ARTICLE 14: To see if the Town will vote to authorize the Treasurer and Select Board to borrow up to \$1,000,000 from the Maine Municipal Bond Bank to provide additional funding for the New Construction of the Weld Fire Station not covered by the USDA Rural Development Grant, and to authorize the Select Board to act on anything relative thereto.

ARTICLE 15: To see if the Town will vote to accept a donation (in-cash and in-kind) up to \$6,000 from the Webb Lake Association towards the expenses of creating and maintaining a pollinator garden on Town property in front of the Town Office.

ARTICLE 16: To see if the Town will vote to establish a maximum expenditure limit of \$10,000 per single purchase for all Town Departments and Reserve Fund expenditures; whereby no department or official shall exceed this limit without prior authorization by a vote from the Town, or act anything relative thereto.

ARTICLE 17: To see if the Town will vote to authorize the Select Board to dispose of foreclosed property located on Map 33 Lot 22. A lien was placed on the property in 2022 and tax acquired by the Town in 2024.

ARTICLE 18: To see if the Town will vote to authorize the municipal officers (Select Board) to sell or dispose of surplus municipal personal property with an estimated value of \$1,000 or less on such terms and conditions as they deem advisable.

ARTICLE 19: To see if the Town will raise and appropriate \$35,000 each year beginning in 2026 and ending in 2028 to the non-lapsing reserve account (E-10-100-21 Re-evaluation) for purposes of saving for a town-wide property re-evaluation (estimated at the cost of \$104,880), to be conducted by John E. O'Donnell & Associates Inc. starting Summer/Fall 2027.

As of December 31, 2025, Account E-10-100-21 Re-evaluation contains a reserve of \$5,000.

ARTICLE 20: To see if the Town will authorize the Select Board to accept donations from time to time to benefit the Weld Recreation program and authorize the Select Board to accept volunteer services donated to assist the Weld Recreation Committee's activities during 2026.

ARTICLE 21: To see if the Town will vote to appropriate \$2,222.54 from Account G-01-699-00 LRAP Kennedy Bridge Repair towards payments due in 2026 to the Maine Municipal Bond Bank for the Kennedy Bridge Repair project completed in 2025.

ARTICLE 22: To see if the Town will vote to authorize appropriation of \$902.28 from Account G-01-501-00 in 2026 for the Weld Recreation Committee to use for hosting a public event in celebration of the Sesquicentennial Celebration of the signing of the Declaration of Independence.

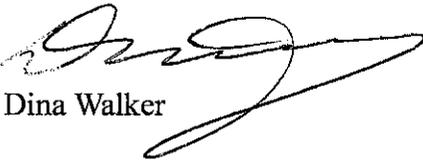
ARTICLE 23: To see if the Town will vote to authorize the Weld Recreation Committee to use cash donations received in 2026 for expenses to organize a public event (retirement party) in honor of Carol Cochran (Town Clerk, Registrar, Tax Collector), Judy Marden, and Jonathan Lamson (Transfer Station Attendants) for their combined 70+ years of public service to the Town.

ARTICLE 24: To see if the Town will vote to set the due date for property taxes committed during 2026 as 60 days after the date the property tax commitment is issued by the assessors, and to set an interest rate of 7.0% per annum to be charged on delinquent balances beginning the day after the due date.

ARTICLE 25: To see if the Town will vote to make a recommendation to the Select Board for the date of the 2027 annual election and town meeting.

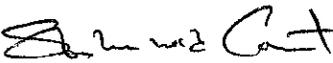
Recommended by Select Board: Election of Municipal Officers on Tuesday, March 2, 2027 from 4 PM until 8 PM and Saturday, March 6, 2027 at 10 AM for all other business.

Dated: February 23, 2026



Dina Walker

Lisa Miller



Stephen Conant

A True Copy

Attest:

Carol J. Cochran  
Clerk of Weld

RETURN OF THE WARRANT

Weld, Maine

February 23, 2026 A.D.

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of said Town, qualified as herein expressed, to meet at the time and place, and for the purposes therein named, by posting an attested copy of said warrant at the Weld Town Office and Skoolhouse Variety in said Town, being public and conspicuous places in said Town, on the 23th day of February 2026 A.D., being at least seven days before the meeting

A handwritten signature in cursive script, appearing to read "Carol Conant", with a long horizontal flourish extending to the right.

Carol Conant  
Resident of Weld

# ATTACHMENT 1

CLEAN - Committee Review and Approved 12/08/2025

## **Commercial Site Plan Review Ordinance Town of Weld**

**1.0 Purpose.** This Commercial Site Plan Review Ordinance (this “**Ordinance**”) is intended to assure that non-residential and multi-family structures and projects within the Town of Weld are designed and implemented in a manner that (i) ensures adequate provisions for safety and protection of the environment and natural beauty, and (ii) minimizes adverse impacts on the community.

### **2.0 Applicability of Site Plan Review.**

**2.1 Scope.** A person who has right, title, or interest in a parcel of land in the Town of Weld (each, a “**Project Property**”) must obtain Site Plan Approval in accordance with this Ordinance prior to obtaining a building or plumbing permit for the following activities, or undertaking any alteration or improvement of the site including grubbing or grading in connection therewith, or commencing any of the following activities, on the Project Property (each, a “**Project**”):

(1) the construction or placement of any new building or structure for a non-Residential use, including accessory buildings and structures and appurtenant paved areas, impervious surfaces, walkways, drives and parking lots;

(2) modification of the Project Property for a non-Residential purpose involving the construction, placement or modification of any building or structure;

(3) the expansion of an existing non-Residential building or structure, including accessory building, that increases the total floor area;

(4) the conversion of an existing building or structure, in whole or in part, from a Residential use to a non-Residential use;

(5) the establishment of a new non-Residential use even if no new buildings or structures are proposed;

(6) the conversion of an existing non-Residential use, in whole or in part, to another non-Residential use if the new use changes the basic nature of the existing non-Residential use;

(7) the modification of an existing non-Residential use that materially increases the impact of the matters subject to the standards and criteria in Section 5.0 of this Ordinance;

(8) the construction of a Multi-family Residence;

(9) the modification or expansion of an existing Multi-Family Residence; and

(10) the modification or expansion of an existing Residence or a non-Residential building or structure, in whole or in part, into a Multi-family Residence.

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**2.2 Exclusions.** Notwithstanding anything to the contrary in Section 2.1 above, the following activities shall not require Site Plan Approval under this Ordinance.

(1) the construction, alteration, or enlargement of a Residence that is currently not a Multi-family Residence, including accessory buildings and structures, that will not result in it becoming a Multi-family Residence or a non-Residence;

(2) agricultural activities;

(3) lumber harvesting and forest management;

(4) small commercial activities on Residential property owned and operated by the occupants of such Residence (including but not limited to sap harvesting and syrup production, vending of produce and animal product (e.g., eggs, honey, etc.), Residential solar panels and other home occupations, etc.); and

**3.0 Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the definitions set forth below.

**“Dwelling Unit”** means any part of a structure which, through sale or lease, is intended for single-family human habitation.

**“Large Commercial Project”** means any Project having:

(i) a cumulative size of all Project Structures exceeding 6,000 square feet;

(ii) (ii) a cumulative size of the Project Site exceeding 20,000 square feet; or

(iii) any occupied Project Structure exceeding 50 feet in height or unoccupied Project Structure exceeding 75 feet in height;

provided, however, that a Large Commercial Project shall not include the renovation, repair or re-purposing of structures currently existing within the Town as of January 1, 2025.

**“Multi-family Residence”** means a building containing five or more Dwelling Units.

**“Project Site”** means location on the Project Property that will be subject to the Site Use or that will be the location of a Project Structure.

**“Project Structure”** means any component of the Project that consists of a structure or building.

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**“Residential”** means pertaining to a Residence other than a Multi-family Residence.

**“Residence”** means a personal residence containing fewer than five Dwelling Units as well as non-commercial structures and buildings appurtenant to such residence (such as garages, storage buildings, personal workshops, barns, driveways, walls, fences, etc.) and landscaping and access routes for or appurtenant to such residence, structures and buildings.

**“Site Plan Approval”** means approval by the Planning Board of the Project and Site Use on the Project Property, as described in the Application, based on the standards and criteria for approval set forth in this Ordinance, including Section 5.

**“Site Use”** means any use of the Project Site or activity on or in connection with the Project Site to implement, operate or maintain the Project or Project Structures.

**“Solar Farm”** means any device(s) consisting of solar photovoltaic cells, modules, or array greater than or equal to a physical size based on the total airspace projected over the ground of 3,000 square feet using solar energy from the sun to generate electricity for the purpose of wholesale or retail sale rather than for the consumption on the property on which the device(s) are located.

#### **4.0 Site Plan Applications.**

Any person seeking Site Plan Approval under this Ordinance (each, an **“Applicant”**) shall submit to the Planning Board of the Town of Weld (the **“Planning Board”**) an application, signed by the Applicant, including all related information required hereunder, in accordance with this Section (each, an **“Application”**).

The Planning Board may waive any Application requirements hereunder if the Planning Board (i) determines that such Application requirement is not necessary to determine compliance with this Ordinance, and (ii) records such determination and the reasons therefor in writing.

If a specific Application form has been provided by the Town of Weld, all Applications must be submitted on such form.

Each Application shall include the following:

(1) The name, address and phone number of the owner of the Project Property and, if different, the owner of the Project, and the Applicant.

(2) Evidence of the Applicant’s technical and financial capability to carry out the Project as proposed.

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(3) If an Application fee has been required by the Town of Weld, Applications must include evidence of payment of such fee.

(4) A description of the Project, Project Structures and Site Use.

(5) Scale maps or drawing of the proposed Project Structures and Site Use meeting the requirements below:

(a) having a scale sufficient to easily permit confirmation of compliance with this Ordinance;

(b) showing the planned location, size, height and layout of all proposed Project Structures and Site Use;

(c) showing the property lines of the Project Property, all properties abutting the Project Property and all properties within 500 feet of any Project Property boundary.

(6) If the Project, Project Structures or Site Use will increase the sewage handling requirements of the Project Property, Applications must include an adequate and approved septic system design.

(7) A traffic study or similar analysis indicating how much and what types additional vehicular traffic the Project, Project Structures or Site Use will generate.

(8) Evidence supporting Applicant's assertion that the standards and criteria for Site Plan Approval, as set forth in Section 5, have been met.

(9) If the Project is a Solar Farm (as defined in Section 3), the Applicant must adhere to the State of Maine Solar Decommission Law (35-A M.R.S. §§ 3491 – 3496) ("Solar Decommission Law), and must provide a Decommissioning and Removal Plan with the Site Plan Application meeting the requirements below:

(a) The Decommissioning and Removal Plan must contain:

(1) A description of the trigger event for implementing the Decommissioning Plan.

(2) A description of the work required to physically remove the proposed Solar Farm, including associated foundations, buildings, cabling, electrical components, and any other associated facilities to the extent they are not otherwise in or proposed to be placed into productive use.

(3) An estimate of the total cost of decommissioning value of the equipment and itemization of the estimated major expenses, including the projected costs of measures taken to minimize or prevent adverse effects on the environment during implementation of the Decommissioning Plan as according

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to the Solar Decommission Law. The itemization of major costs may include, but is not limited to, the cost of the following activities: panel removal, panel foundation removal and permanent stabilization, building removal and permanent stabilization, transmission corridor removal, reseeding and permanent stabilization, road infrastructure removal and permanent stabilization.

(4) A description of how decommissioning the proposed Solar Farm will be paid for.

(b) Performance Guarantee

(1) The Applicant shall provide a performance guarantee to the Town to be deposited in escrow, in an amount equal to 150% of the estimated cost of removal, factoring in salvage, of the proposed Solar Farm ("Removal Cost"). Such performance guarantee shall be maintained throughout the life of the proposed Solar Farm through decommission and adjusted in amount every five (5) years based on a re-estimate of the Removal Cost calculated by a Town-approved Maine Licensed Professional Engineer at no cost to the Town.

(2) The performance guarantee shall be deposited into an escrow account established by the Selectboard of the Town ("Selectboard") with review by the Town's legal counsel. The performance guarantee shall include a signed consent provision from the Applicant, owners or operators granting and guaranteeing the Town the authority to access the funds and property and perform decommissioning if the proposed Solar Farm is abandoned and the owner or operator fails to meet their obligations to remove the proposed Solar Farm.

(3) The Applicant must provide the Town with the performance guarantee prior to the issuance of a building permit and notify the Select Board in writing when the performance guarantee is recalculated every five (5) years. If the performance guarantee is revoked for any reason, the Applicant shall provide the Town with a replacement performance guarantee within thirty (30) days of such revocation. The replacement performance guarantee must be reviewed by the Town's legal counsel and accepted by the Selectboard for the building permit to continue to be valid.

(c) Removal and Abandonment.

(1) If the Solar Farm reaches the end of its useful life, ceases to generate power or is abandoned by the owner/operator of the Solar Farm, the Applicant shall notify the CEO in writing of the date of the Solar Farm is to discontinue operations ("Discontinuation Date"). The Applicant must remove the Solar Farm pursuant to the Decommissioning Plan within 365 days after Discontinuation Date.

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(2) The Planning Board may consider the Solar Farm abandoned, if the Solar Farm generates 10% or less permitted capacity of electricity for a continuous period of twelve (12) months (“Prescribed Period”). In such an instance, the CEO may require the Applicant to remove the Solar Farm according to the Decommissioning Plan at no cost to the Town. The Applicant may request the CEO to reconsider this request by providing evidence that the project has not been abandoned by the owner/operator and the Solar Farm’s inability to produce more than 10% of the permitted capacity of electricity during the Prescribed Period will be rectified within six (6) months of the CEO’s requirement or that the Solar Farm, or parts thereof, continues to be beneficial to the Town. The CEO may review the

Applicant’s request for reconsideration and extend the Prescribed Period two (2) times before deciding the Solar Farm to be permanently abandoned.

(3) If the Applicant fails to remove the Solar Farm as per the Planning Board’s requirement, the Town shall use the performance guarantee and remove the Solar Farm according to all applicable laws.

**5.0 Site Plan Approval Standards and Criteria.**

The following standards and criteria shall be used by the Planning Board in reviewing Applications and in determining whether to grant Site Plan Approval for the Project and Site Use described in the Application.

**5.1 Site Adequacy.** The Project Site must be shown to be adequate for the Project, Project Structures and Site Use. If the Project Site includes or abuts environmentally sensitive areas (such as river, stream or lake shorelands, wetlands, steep slopes, floodplains, significant wildlife habitats, fisheries, and scenic areas), the Project must be shown to include appropriate measures for protecting such areas (such as timing of construction, limited excavation, barriers and buffers) and be shown to not unreasonably and adversely impact such areas. The Project and Site Use must be shown to not unreasonably and adversely impact natural drainage and storm-water runoff, or result in undue erosion, on the Project Property and properties abutting any Project Property boundary.

**5.2 Road Access Adequacy.** Access to the Project Site for purposes of the Project and Site Use must be shown (i) to be adequate and safe, and (ii) to not unreasonably and adversely impact nearby public roads or nearby public road safety.

**5.3 Protection of Natural Features.** To implement the Project, construct the Project Structures and conduct the Site Use, it must be shown that the landscape of the Project Site will be preserved in its natural state insofar as is practical (such as by retaining existing vegetation and by minimizing tree removal, disturbance and compaction of soil, grading and filling).

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**5.4 Safety.** The Project, Project Structures and Site Use must be shown to meet all applicable safety rules, regulations and standards and to not pose excessive danger to the surrounding community.

**5.5 Traffic.** The Project, Project Structures and Site Use must not cause vehicular and pedestrian traffic conditions to become unsafe or to exceed reasonable traffic limits for the neighborhood. In evaluating this standard, the Planning Board may consider the location, number and control of access points, adequacy of adjacent roads, traffic flow, traffic volume, sight distances, turning lanes, existing or proposed traffic signalization, and pedestrian-vehicular contacts.

**5.6 Exterior Lighting.** All exterior lighting (including signage) must be shielded, non-flashing, with an output of no more than 10,000 lumens (Dark Sky Pedestrian Comfort Luminaire

Criteria), and designed to ensure safe movement of people. Lighting must be located so as to minimize glare and reflection on adjacent properties and roads.

**5.7 Noise.** The use must not, alone or in conjunction with existing activities, increase the noise measured at the Project Site boundaries to more than 50dB:provided however that for periods of not more than five (5) seconds per hour, such noise may exceed 50dB up to 80 dB between the hours of 9 a.m. and 5p.m. only .. Sound pressure levels must be measured on sound level meter at all major lot lines of the proposed development area, at a height of at least four feet above the ground surface. Planning Board may require an acoustic site assessment for any Application (at the Applicant's sole expense) where they believe noise from the Project is likely to exceed these limits.

**5.8 Odor.** The user must not, alone or in conjunction with existing activities, create noxious odors above a detectable level at the property line.

**5.9 Fire Department Access.** The Project, Project Structures and Site Use shall be shown to not hinder effective manual fire suppression operations and allow reasonable access to the building by a fire suppression unit. All parts of a Project Structure must be within 150 feet, on the ground level, of a fire apparatus access. In sprinklered buildings, this distance can be extended to 450 feet. Access (driveways/parking areas/roads) must be provided and maintained to allow the fire apparatus to be able to get within 50 ft (15 m) of at least one exterior door. Access roads must be at least 20 feet wide and 13 feet 6 inches high. Access roads must accommodate the turning radius of fire apparatus, and dead ends exceeding 150 feet require approved turnaround spaces (approved by the Fire Chief or an authority having jurisdiction). If gates are used on access roads, they must be at least 20 feet wide for single gates or 12 feet wide for divided roadways, and must be designed for manual or emergency operation by fire personnel.

**5.10 Technical and Financial Capacity.** It must be shown that the Applicant, and its agents and contractors, have the technical and financial capability to implement the Project, construct the Project Structures and conduct the Site Use. The Planning Board may request

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financial guarantees as it deems necessary or prudent in support of this determination.

**5.11 Community Impact.** The Project, Project Structures and Site Use shall be shown to not unreasonably and adversely impact the community. In assessing the foregoing, the following impacts shall be assessed insofar as they create a nuisance to the community outside of the Project Property:

- (i) excessive lighting;
- (ii) excessive noise;
- (iii) excessive noxious odors; and
- (iv) excessive blocking of scenic views.

**5.12 Large Commercial Projects.** If the Project is a Large Commercial Project, (i) no Project Structure or Site Use (excluding access routes, barriers and buffers) shall be visible from any ground level location outside the Project Property but within the boundaries of the Town; and (ii) all such visual barriers and buffers shall be comprised of plantings, earthen berms or natural topographical features and shall be located no closer than 300 feet from any Residence existing as of the date of the Application.

**6.0 Approval Authority and Process.**

The Planning Board is authorized to review all Applications and to determine whether to grant or deny Site Plan Approval. The Planning Board shall use the following procedure in reviewing an Application.

- (1) The Planning Board shall provide public notice of the proposed Project, including a general description of the Project, Project Structures, Site Use and location of the Project Site.
- (2) Within 30 days of receipt of an Application (or any supplement or modification thereto), the Planning Board shall determine whether the Application is complete. If not complete, the Planning Board shall notify the Applicant in writing specifying the missing elements of the Application. If complete, the Planning Board shall notify the Applicant in writing and shall place such Application on its agenda for review within 30 days of such notice.
- (3) The Planning Board shall have the right to access the Project Property and Project Site in connection with its review and assessment of the Application and as a condition to further consideration of such Application.
- (4) Within 30 days, or within 90 days in the case of a Large Commercial Project, after notifying the Applicant that its Application is complete the Planning Board shall either (i) deny Site Plan Approval if the standards and criteria set forth in Section 5 not met and shall state in writing the grounds for such denial; or (ii) grant or grant with conditions Site Plan Approval if such standards and criteria in Section 5 are met. The Town shall notify the Applicant and the public of such Site Plan Approval. In all cases, the burden of proof shall be on the Applicant to

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provide evidence that the standards and criteria in Section 5 are met.

**7.0 Validity of Approval.** Site Plan Approval shall lapse and be null and void, if substantial construction of the Project has not commenced within 12 months, or if the Project construction is not substantially complete within 24 months, in each case of the date of the Site Plan Approval; provided however, prior to such deadlines, the Applicant may request in writing, and the Planning Board may approve (in its discretion), up to two (2) six-month extensions of such deadlines.

**8.0 Modifications.** Minor changes to the Project, Project Structures or Site Use after Site Plan Approval may be approved by the CEO provided such changes do not (i) affect compliance with the standards and criteria in Section 5, or (ii) significantly alter the nature or scope of the Project, Project Structures or Site Use. All other changes to the Project, Project Structures or Site Use after Site Plan Approval must be approved by the Planning Board.

**9.0 Appeals of Planning Board Actions.**

Appeal of any actions taken by the Planning Board with respect to this Ordinance shall be to the Superior Court in accordance with the Maine Rules of Civil Procedure, Rule 80B.

**10.0 Administration and Enforcement.**

**10.1 Administrative Responsibility.** This Ordinance shall be administered by the Planning Board and enforced by the code enforcement officer (the “CEO”) appointed by the Selectboard of the Town of Weld (the “Selectboard”).

**10.2 Enforcement.** It shall be the duty of the CEO to enforce the provisions of this Ordinance. If the CEO or his/her agent shall find that any provision of this Ordinance is being violated, the CEO shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. The CEO shall order discontinuance of activities violating this Ordinance and shall take any other action authorized by this Ordinance to ensure compliance with or to prevent further violation of its provisions.

**10.3 Legal Action.** The CEO is hereby authorized to institute or cause to be instituted, in the name of the Town of Weld, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of this Ordinance; provided, however, that this section shall not prevent any person entitled to equitable relief from enjoining any act contrary to the provisions of this Ordinance

**10.4 Violations and Consent Agreements.** Any person, firm, or corporation being the owner of or having control or use of any building or premises who violated any of the provisions of this Ordinance, shall be fined in accordance with Title 30-A, §4452. Each day such a violation is permitted to exist after notification shall constitute a separate offense. The Selectboard, or their authorized agent, are hereby authorized to enter into administrative consent agreements for the purpose of eliminating violations of this Ordinance and recovering fines without court action. Such agreements shall not allow a violation of this Ordinance to continue unless (i) there is clear

**Commercial Site Plan Review Ordinance  
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and convincing evidence that the violation was a direct result of erroneous advice given by an authorized municipal official of the Town of Weld and there is no evidence that the person, firm or corporation acted in bad faith, or (ii) the remedy of such violation will result in a threat or hazard to public health and safety or will result in substantial environmental damage.

**Commercial Site Plan Review Ordinance  
Town of Weld**

**11.0 Appeal of CEO Actions.**

Any person who believes that the CEO has made an error in the interpretation or application of the provisions of this Ordinance may appeal such interpretation or application to the Board of Appeals as an administrative appeal. If the Board of Appeals finds that the CEO erred in his/her interpretation or application of this Ordinance, it shall modify or reverse the interpretation or application accordingly. Any party aggrieved by a decision of the Board of Appeals may make an appeal to the Superior Court in accordance with the Maine Rules of Civil Procedure, Rule 80B.

**12.0 Severability.**

The invalidity of any section or provision of this Ordinance shall not be held to invalidate any other section or provision of this Ordinance.

**13.0 Conflicts.**

In the event that any section or provision of this Ordinance conflicts with any section or provision of any other current or future statute, ordinance, rule or regulation of the Town, the more restrictive shall prevail.

# **EXHIBIT A**

## **Commercial Site Plan Review Ordinance**

**Purpose of Ordinance:** The purpose of the Ordinance is to provide guidelines for the Planning Board to assess commercial development within the town. Its origin sprang from the requests of residents and landowners to permit only sensible and safe, small-scale commercial development that is consistent with the town's scenic small-town nature. The Ordinance strives to provide a structured framework for potential small-scale commercial development by residents and landowners to encourage development consistent with the town's natural beauty and recreational character, while discouraging commercial development that is inconsistent with those aims.

**PLEASE NOTE:** The proposed Ordinance is the result of several years of contributions and compromises by many of your fellow residents with widely varying goals and visions for the town's future. Every effort has been made to ensure the best middle-of-the-road result and to provide a valued addition to the town's future. Please also note that, if approved, the Ordinance is not set in stone; revisions and improvements may always be made through future amendments by the town as our joint future and goals evolve.

## **Summary of Key Terms**

**Exclusions:** The ordinance **does not** apply to:

- Residential constructions and alterations
- Agricultural
- Lumbering
- Small commercial activities operated out of a residence (eggs, syrup, produce, etc.)

**Applications.** Section 4.0 sets forth the requirements of any application for a commercial project.

Note the specific requirements regarding **solar farms in part (9) of Section 4.**

**Approval.** Section 5.0 sets forth the criteria for the Planning Board to use when assessing a commercial project application.

Note the strict limitations on **very large commercial structures in Section 5.12.**

**Process.** Section 6.0 sets forth the procedure and timetables for addressing applications.

**Timing Requirement.** Section 7.0 sets forth time requirements for an approved commercial project to begin and finish construction before the approval lapses and must be re-obtained.

**Modifications.** Section 8.0 sets forth the criteria and procedure for the CEO to approve modifications to an approved commercial project.

**Appeals.** Sections 9.0 and 11.0 set forth the appeals processes.

**Administrative and Enforcement.** Section 10.0 tasks the Selectboard with administering the Ordinance and the CEO with enforcing the Ordinance, and includes procedures for enforcement.

# ATTACHMENT 2

STATE OF MAINE  
DEPARTMENT OF CONSERVATION  
BUREAU OF PARKS AND LANDS  
LAND & WATER CONSERVATION FUND  
PROJECT AGREEMENT

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Political Subdivision: Town of \_\_\_\_\_

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

Project Period: \_\_\_\_\_ Project Number: 23-00

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Project Scope:

Project Costs: Total \$ 0.00 Federal: \$ 0.00 Local: \$ 0.00

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THIS AGREEMENT is hereby made between the STATE OF MAINE, by and through the BUREAU OF PARKS & LANDS, hereinafter called the State, and the **Town of \_\_\_\_\_**, hereinafter called the Recipient.

**WITNESS:**

**WHEREAS**, the United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the State of Maine have entered into an agreement (which, with its attachments and all regulations and provisions incorporated therein, is hereinafter referred to as the Project Agreement) pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) providing for the acquisition and/or construction of the above described project (hereinafter referred to as the Project), for the benefit of the Recipient, and,

**WHEREAS**, the Project Agreement between the United States of America and the State imposes responsibilities upon the State which the State has assured the United States of America will apply to the Recipient and which the Recipient agrees to perform;

**NOW, THEREFORE**, for valuable considerations, the State and the Recipient agree as follows:

1. The Project Agreement is hereby attached and made a part of the Agreement, and the Recipient hereby agrees to discharge, perform, and fully satisfy all provisions of the Project Agreement directly or indirectly applicable to the Recipient, and the Recipient further agrees that it shall not, through any act or omission, violate any provision of the Project Agreement.

2. In connection with all phases of the Project, including all work to be performed in the development thereof, the Recipient agrees as follows:

- A. The Recipient shall comply with the provisions of the Uniform Relocation and Real Property Acquisition Policies act of 1970 (P.L. 91) 646 84 Stat. 1894) including amendments thereto and regulations thereunder, as provided in 1 M.R.S.A 901 et seq.

B. The Recipient agrees to execute and complete the Project in strict accordance with the above referenced Project Scope and the other terms and conditions hereof. Subsequent to this Agreement, any change in the use or any substantial change in the design or arrangement of the Project must have the prior written approval of the State and the National Park Service of the U.S. Department of the Interior.

C. The Recipient shall not advertise any work on the Project for bidding, enter into any contract for work to be performed, or undertake any work on the Project unless and until the Recipient shall have submitted reasonably detailed plans and specifications for the Project to the State for approval and shall have received written approval of the State.

D. All contracts for work on the Project shall be awarded through competitive bidding and shall be subject to prior approval of the state.

E. The Recipient shall establish a separate account for all funds received and expended in connection with the Project and shall preserve (and permit inspection of) such financial records until an audit is made by the United States Government, but in no case for less than three (3) years following the completion of the Project.

F. The eligibility for reimbursement by the State of any cost incurred or proposed to be incurred in connection with the Project shall be determined by the State Liaison Officer in accordance with the criteria set forth in the National Park Service Manual and any replacements or amendments thereto.

G. The Recipient agrees to repay any funds received for costs determined to be non-allowable by a post audit of the Project account.

3. The Recipient agrees that it shall, at its sole cost and expense, retain title to and management over all land acquired and improvements thereon developed in connection with the Project (such land and improvements hereinafter referred to as the Facilities) and operate the Facilities in a first-class manner for the use of the general public for the lifetime of the Facilities. Without limitation of the foregoing, the Recipient shall, at its sole cost and expense, comply with the following particular requirements:

A. The Recipient shall own and operate the Facilities and shall not sell, assign, transfer, lease, encumber or create or suffer any lien upon, the Facilities or any part thereof. The Facilities shall at all times be used exclusively for public outdoor recreation in accordance with the terms of this Agreement, unless prior written approval of any change of use is obtained from the State and the National Park Service. The Facilities shall be kept open to the public at reasonable hours and times of the year consistent with the types of recreational opportunities offered therein, and shall be open to use and entry by all members of the public, regardless of race, color, creed, national origin, sex or place of residence, who are eligible according to reasonable rules and regulations for the use of the facilities adopted by the Recipient in accordance with the Project Agreement.

B. The Facilities shall be operated and maintained to present an attractive and inviting appearance to the public to the satisfaction of the State Liaison Officer. The Recipient shall provide and maintain adequate sanitation and sanitary facilities and all the Facilities shall be maintained and operated in accordance with the applicable Federal, State and Local laws, ordinances, codes, rules, regulations, and standards. The Recipient shall keep the facilities safe for public use in good, operable condition and repair.

4. Upon request of the State, the Recipient shall, at its own cost and expense, keep any building, improvements or equipment, as designated by the State, forming part of the Facilities, insured against loss

or damage by fire, lightning, vandalism, malicious mischief, theft, and such other risks as may be included in the broadest form of extended coverage available in an amount determined from time to time by the State to the full insurable value thereof.

5. Upon request of the State, the Recipient shall, at its own cost and expense, provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the Facilities, or respecting the use of any vehicle or equipment used by the Recipient in connection with the Project or the Facilities, such insurance to be in form and amount determined from time to time by the State.

6. All insurance provided by the Recipient pursuant to this Agreement shall be carried by responsible companies satisfactory to the State. Certificates evidencing such policies shall be furnished to the State and shall require thirty (30) days prior written notice to the State of any cancellation or modification thereof.

7. The Recipient understands and agrees that by executing this Agreement and receiving the benefits hereof, it is irrevocably binding itself to operate, maintain, and care for the Facilities, all at its sole cost and expense, and in accordance with the Provisions of this Agreement. If the Recipient fails to fulfill any of its obligation hereunder, including without limitation of those relating to the operation, insurance, maintenance, and repair of the Facilities, the State may, at its election, in addition to other rights it may have hereunder or at law or in equity, operate and insure the Facilities, provide such maintenance and repairs and/or otherwise perform the obligations of the Recipient for and on account of the Recipient, in which event any amounts so expended by the State shall become an amount due and payable by the Recipient to the State and the Recipient shall promptly reimburse the State for all such amounts. If the Recipient fails to make such payment promptly upon request, the State may withhold all or any part of any other monies which may be payable to the Recipient under other State programs, by invoking the provisions of 5 M.R.S.A. #113 or otherwise.

8. The Recipient shall post in a prominent place on the Facilities, and shall maintain in good condition, a sign, approved by the State, giving public acknowledgment of assistance from the Land and Water Conservation Fund.

9. The Project and the Facilities, and all records pertaining thereto, shall at all reasonable times be open and available for inspection by the State, its agents and designees.

10. The Recipient shall indemnify, defend, and save the State harmless from and against any and all claims, expenses, damages, injuries, liabilities and costs (including reasonable attorneys' fees and court costs) arising out of or in any way in connection with the construction, operation, use, or maintenance of the Project and the Facilities or any accident or occurrences therein or thereon.

11. The provisions of 5 M.R.S.A #784(2), regarding nondiscrimination in employment, are hereby incorporated into this Agreement by reference as if the same were set out in full herein.

**12. The following terms and conditions are made a part of this Agreement:**

a. The conversion restrictions of Sec. 6.f. of the Land and Water Conservation Fund Act apply to that area shown on the attached Project Area Map. Specifically, the LWCF Act states in Section 6(f)(3), as amended, "no property acquired or developed with assistance under this section, shall, without the approval of the Secretary (of the Interior), be converted to other than public outdoor recreation uses."

b. The project site shall be adequately signed to indicate that it is a public recreation facility.

c. The State will turn over to the **Town** of all funds granted hereunder upon

submission of approved reimbursement request(s).

d. The **Town of** will post and maintain on site all signs required under the Land and Water Conservation Fund Act, including but not limited to, acknowledgement of LWCF assistance and Title VI of the Civil Rights Act.

e. The **Town of** will submit Project Inspection Reports every five (5) years commencing five (5) years from the date of project close-out (final project reimbursement).

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized agents, executed this Agreement as of the date entered below.

Date: STATE OF MAINE

By:

Title: State Liaison Officer RECIPIENT

Sponsor: Town of

By:

Typed/Printed Name Title:

**UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT**

**State: Project Number:**

Maine 23-

**Project Title:**

**Period: Project Stage Covered by this Agreement:**

**Scope (Description of Project):**

**Project Cost:**

The following are hereby incorporated into this agreement: Total Cost \$ 0.00 1. General Provisions 2. LWCF Grants Manual (NPS-34) (Fund amt. not to exceed 50% of total) 3. Project Application and attachments 4. OMB Circular A-102 Fund (LWCF) Amount \$ 0.00 5. Title 43, Code of Federal Regulations Cost of this Stage \$ 0.00 6.

The United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Land and Water Conservation Fund Grants Manual, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. All federal, state and/or local permits will be required prior to renovation/construction. In witness whereof, the parties hereto have executed this agreement as of the date entered below.

**THE UNITED STATES OF AMERICA STATE**

By Maine (Signature)

By  
National Park Service (Signature)  
United States Department  
of the Interior

(Name)

Date Alt. State Liaison Officer (Title)

**LAND AND WATER CONSERVATION FUND  
PROJECT AGREEMENT GENERAL PROVISIONS**

**Part I - Definitions**

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund Grants Manual (NPS-34).
- D. The term "project" as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the project agreement.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

**Part II - Continuing Assurances**

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund assistance project creates an obligation to maintain the property described in the project agreement consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use moneys granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the

case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee. Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public outdoor recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the State agrees to notify the Service of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The State further agrees to effectuate such replacement within a reasonable period of time, acceptable to the Service, after the conversion of property takes place. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement. The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement.
- D. The State agrees to comply with the policies and procedures set forth in the Land and Water Conservation Fund Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements.
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

**G. Nondiscrimination**

- 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

### **Part III - Project Assurances**

#### **A. Applicable Federal Circulars**

The State shall comply with applicable regulations, policies, guidelines and requirements including OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior), A-87 (Cost Principles for State and Local Governments), and A-133 (Audits of State and Local Government) as they relate to the application, acceptance and use of Federal funds for this federally assisted project.

#### **B. Project Application**

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the ability and intention to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

#### **C. Project Execution**

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination. For project elements added to a consolidated grant, the project period will begin on the date the project element is approved.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and

regulations.

6. In the event the project covered by the project agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the NPS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The State agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The State further agrees to insert this clause into any contract or subcontract in excess of \$100,000.
12. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. The State will comply with Executive Order 12432, "Minority Business Enterprise Development as follows:
  - (1) Place minority business firms on bidder's mailing lists.

(2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.

(3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.

(4) For any project involving \$500,000 or more in grant assistance (except for projects involving acquisition only) the State or recipient shall submit, prior to the commencement of construction and every fiscal year quarter thereafter until project completion, reports documenting the efforts to hire minority business firms. These reports, SF 334, will be submitted one month following the end of each fiscal quarter (i.e., January 31, April 30, July 31, and October 31) to the appropriate National Park Service Regional Office.

(5) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

14. The State will comply with the intergovernmental review requirements of Executive Order 12372.

**D. Construction Contracted for by the State Shall Meet the Following Requirements:**

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party, which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.
  2. In accordance with the "Stevens Amendment" (to Section 623 of the Treasury, Postal Service and General Government Appropriations Act), for procurement of goods and services (including construction services) having an aggregate value of \$500,000 or more, the amount and percentage (of total costs) of federal funds involved must be specified in any announcement of the awarding of a contract.

**E. Retention and Custodial Requirements for Records**

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project or the consolidated project element.
3. State and local governments are authorized to substitute microfilm copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the

purpose of making audit, examination, excerpts and transcripts.

#### **F. Project Termination**

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project or consolidated project element at any time prior to the first payment on the project or consolidated project element. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

#### **G. Lobbying with Appropriated Funds**

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **H. Provision of a Drug-Free Workplace**

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

#### I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

#### J. Debarment and Suspension

Certification Regarding Debarment, Suspension and Other  
Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

# **EXHIBIT B**

## **Weld Recreational Space Committee Warrant Article Explanation**

During summer 2024, residents expressed strong interest in pickleball, prompting the Recreational Committee to explore options and involve the community in shaping the project.

- Propose a site on town property for the development of a multi-use recreation court ("Court");
- Recommend to the Selectboard what type of recreation activities) are to be conducted on the Court;
- Propose a cost estimate to the Selectboard for the building of such a Court and a five-year maintenance cost plan for the same (such a plan should include contractor proposals); and
- Provide the Selectboard with any other information that may assist the Selectboard in bringing forth a proposal to the Town Legislature regarding whether to approve constructing such a facility on Town property.

The committee gathered information through several venues:

- We presented at town meetings
- We set up information sessions at town events
- We conducted a survey available to all town residents, both electronically and on paper, and compiled the results.

Based on the results of our information gathering and the assets available in the Town of Weld, we brought the following information to the Selectmen:

- 72% of the people surveyed favored converting one or two of the existing clay tennis courts into a multi-use area.
- Among residents, 54% preferred the existing tennis court area, and 27% preferred the ball field area by the town garages.
- Based on this, we recommend building within the existing tennis court area. Replacing the two existing tennis courts with two pickleball courts, one tennis court, with a half basketball court attached to the tennis court.
- In terms of maintenance, it looks like approximately \$1000/year, though this includes mowing, which historically was not included in the tennis court budget. The actual cost of the court maintenance is significantly less than that of a clay court.
- Additionally, the town should begin building a small capital reserve to cover future repairs for cracks.

As the committee has worked on this plan, we are aware that the concrete goal is to build a recreational court space, but our driving force has been to breathe new life into the center of

town. In keeping with that goal, we want to do more than simply build a couple of courts. Our long-term goal is to replace the bridge that once spanned Houghton Brook, allowing residents to park at the town hall to access this new park area, to add a natural playground, seating areas, and perhaps some picnic tables.

At this point, we plan to divide our project into two phases: phase one, the courts, and phase two, the bridges, playscape, seating, and picnic spaces. One very positive aspect of the grant we are pursuing is that it is receptive to a multiphase approach. The major grant we are seeking is a federal grant administered by the State of Maine, called the Land and Water Conservation Fund. It is a 50/50 matching grant due in June of 2026. If we receive this grant, the earliest we would receive funding is the fall of 2027. We (the committee) are actively pursuing other grants to meet the match. Additionally, we can use private donations and in-kind donations to make our match.

**Most importantly, this project depends on securing grants; no tax dollars will be used, ensuring responsible use of town resources and building trust with residents and officials.**