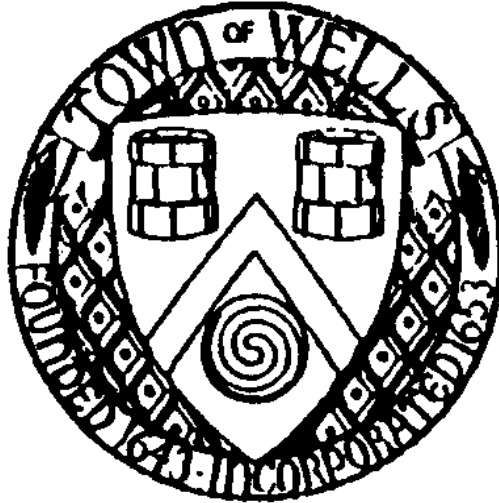


# TOWN OF WELLS



## Annual Town Meeting

June 11, 2019

Tuesday, June 11 – 8:00AM to 8:00PM

*Warrant and Plans for the Fiscal Year 2020*

Town of Wells  
Town Office  
208 Sanford Road  
Wells, Maine 04090

BULK RATE  
U.S. POSTAGE PAID  
WELLS, ME 04090  
PERMIT NO. 3  
CARRIER ROUTE - SORT

**POSTAL PATRON**

**FY 2020 PROPOSED MUNICIPAL BUDGET SUMMARY**

ARTICLE	ARTICLE	FY 20	TAXES	OTHER	SURPLUS	RESERVES	USE OF	USE OF	EXPOSE
	DESCRIPTION	PROPOSED		REVENUE/ PASS THRU			REVENUE	ENTER PRISE	FROM
		AMOUNT						FUNDS	SURPLUS
ARTICLE 3	ESTIMATED REVENUE	\$ 4,741,192		\$ 4,741,192					
ARTICLE 4	PASS THROUGH ACCOUNTS	\$ 852,500		\$ 852,500					
ARTICLE 5	SALARIES	\$ 6,721,356	\$ 6,721,356						
ARTICLE 6	OPERATIONS/EXPOSE FROM SURPLUS	\$ 7,781,359	\$ 7,631,359		\$ 150,000				
ARTICLE 7	POTENTIAL EMPLOYEE RELATED EXPENSES	\$ 60,000							\$ 60,000
ARTICLE 8	POTENTIAL TOWN LIABILITIES	\$ 295,000							\$ 295,000
ARTICLE 9	CAPITAL IMPROVEMENT PLAN	\$ 3,246,786	\$ 938,200		\$ 1,391,500	\$ 692,086	\$ 200,000	\$25,000	
ARTICLE 10	CAPITAL EXPENDITURES	\$ 3,346,700				\$ 3,346,700			
ARTICLE 11	EXPENDITURES FROM SPECIFIC CIP FUNDS								
ARTICLE 12	GENERAL ASSISTANCE	\$ 60,000							\$ 60,000
ARTICLE 13	TOWN CLERK'S COMPENSATION	\$ 67,944	\$ 67,944						
ARTICLE 14	DAYTIME FULL-TIME FIREFIGHTER	\$ 51,048	\$ 51,048						
ARTICLE 15	AUTORIZATION TO SELL MUNICIPAL LAND								
ARTICLE 16	LEASE OF TOWN PROPERTY FOR SOLAR FACILITIES								
	TOTAL MUNICIPAL BUDGET	\$ 22,482,693							
	Subtotals of Revenue		\$15,409,907	\$ 5,593,692	\$ 1,541,500	\$ 4,038,786	\$ 200,000	\$ 25,000	\$ 415,000
	Less Revenue & Pass Through	\$ (5,593,692)							
	Less Surplus	\$ (1,541,500)							
	Less Reserves	\$ (4,038,786)							
	Less Use of Revenue	\$ (200,000)							
	Less Use of Enterprise Funds	\$ (25,000)							
	Less Exposed Surplus	\$ (415,000)							
	Balance to be Raised by Taxation	\$ 10,668,715							

**FY'20 TAX RATE INFORMATION AND PROJECTIONS**

<b>TOTAL ESTIMATED TOWN TAXES</b>			<b>Est. Tax Rate</b>		
Proposed Municipal FY 20	\$ 10,668,715		\$ 3.34		
Estimated County Tax FY 20	\$ 1,727,632		\$ 0.54		
Estimated School Budget FY 20	\$ 20,197,065		\$ 6.33		
Estimated Overlay Budget FY 20	\$ 750,000		\$ 0.24		
Total Estimated Tax Revenue FY 20	\$ 33,343,412		\$ 10.45		
<b>COMPARATIVE TAX RATES</b>	<b>EST. FY 20</b>	<b>% Change</b>	<b>FY 19</b>	<b>FY 18</b>	<b>FY 17</b>
<b>TOWN</b>	\$ 3.34	1.64%	3.29	3.08	3.08
<b>COUNTY</b>	\$ 0.54	2.17%	0.53	0.55	0.55
<b>SCHOOL</b>	\$ 6.33	1.28%	6.25	6.23	6.17
<b>OVERLAY</b>	\$ 0.24	-5.97%	0.25	0.30	0.26
<b>TOTAL</b>	\$ 10.45	1.27%	10.32	10.16	10.06
	<b>FY 16</b>	<b>FY 15</b>	<b>FY 14</b>	<b>FY 13</b>	<b>FY 12</b>
<b>TOWN</b>	\$ 3.00	\$ 3.01	\$ 2.86	\$ 2.59	\$ 2.74
<b>COUNTY</b>	\$ 0.54	\$ 0.52	\$ 0.53	\$ 0.50	\$ 0.50
<b>SCHOOL</b>	\$ 6.04	\$ 5.90	\$ 5.63	\$ 5.32	\$ 5.37
<b>OVERLAY</b>	\$ 0.37	\$ 0.07	\$ 0.10	\$ 0.16	
<b>TOTAL</b>	\$ 9.95	\$ 9.50	\$ 9.12	\$ 8.57	\$ 8.61
<b>VALUATIONS</b>					
<b>Projected Valuation FY 20</b>	3,190,581,878	0.5%			
<b>Actual Valuation FY 19</b>	3,174,708,336	2.3%			
<b>Actual Valuation FY 18</b>	3,103,810,973	2.0%			
<b>Actual Valuation FY 17</b>	3,042,534,224	1.4%			
<b>Actual Valuation FY 16</b>	3,001,040,603	1.7%			
<b>Actual Valuation FY 15</b>	2,951,308,116	2.1%			
<b>Actual Valuation FY 14</b>	2,890,663,097	-4.9%			
<b>Actual Valuation FY 13</b>	3,039,040,053	1.1%			
<b>Actual Valuation FY 12</b>	3,006,525,404	1.0%			
<b>Actual Valuation FY 11</b>	2,976,032,721	1.6%			
<b>Actual Valuation FY 10</b>	2,929,174,323	0.9%			

**REVALUATION YEAR**

## WARRANT

June 11, 2019  
STATE OF MAINE  
COUNTY OF YORK, ss.

To: Marianne Goodine, resident of the Town of Wells, County of York, and State of Maine;

**GREETINGS:**

In the name of the State of Maine, you are hereby required to notify and warn the Inhabitants of the Town of Wells, qualified by law to vote in Town affairs, to meet at the Wells Junior High School Gymnasium, 1470 Post Road, in said Town of Wells on Tuesday, June 11, 2019 at 8:00 AM in the forenoon and then and there to vote on Article 1 and by secret ballot to act on all remaining Articles set out below. Pursuant to Title 21-A, Section 759(7), **absentee ballots will be processed on Tuesday the 11<sup>th</sup> day of June, 2019 at the polls at the following times: 9:00, 10:00, 11:00 am, 12:00, 1:00, 2:00, 3:00, 4:00, 5:00, 6:00, 7:00 and 8:00 pm.**

**ARTICLE 1.** To elect a Moderator to preside in said meeting.

**ARTICLE 2.** To elect all necessary Town Officers for the ensuing terms by secret ballot.

**ARTICLE 3. ESTIMATED REVENUES:** Shall the Town vote to collect and appropriate the estimated amounts in Town Generated Revenue and State Revenue in the amount of \$4,741,192 to reduce the amount to be raised by taxation as shown in Table 1 of the appendix to the Annual Town Meeting Warrant?

Board of Selectmen Recommends	YES	(5 in Favor / 0 Against)
Budget Committee Recommends	YES	(7 in Favor / 0 Against)

If this Article is defeated, the appropriation for this Article shall be the amount approved at last year's Annual Town Meeting which was \$4,157,784.

**ARTICLE 4. PASS THROUGH ACCOUNTS:** Shall the Town vote to authorize the Town Treasurer to accept and pay out Pass-Through Funds in the estimated amount of \$852,500 from specified sources as shown on Table 2 of the appendix to the Annual Town Meeting Warrant?

Board of Selectmen Recommends	YES	(5 in Favor / 0 Against)
Budget Committee Recommends	YES	(7 in Favor / 0 Against)

If this Article is defeated, the appropriation for this Article shall be the amount approved at last year's Annual Town Meeting which was \$852,500.

**ARTICLE 5. SALARIES:** Shall the Town vote to raise and appropriate \$6,721,356, and transfer said monies (\$6,721,356) into various department salary lines for municipal employees' salaries and wages during FY 2020 as shown on Table 3 of the appendix to the Annual Town Meeting Warrant?

Board of Selectmen Recommends                      YES    (5 in Favor / 0 Against)  
Budget Committee Recommends                      YES    (7 in Favor / 0 Against)

If this Article is defeated, the appropriation for this Article shall be the amount approved at last year's Annual Town Meeting which was \$6,368,574.

**ARTICLE 6. OPERATIONS:** Shall the Town vote to raise and appropriate \$7,631,359 and appropriate \$150,000 from the Undesignated Fund Balance (Surplus), and transfer said monies (\$7,781,359) into various department operation lines as shown on Table 4 of the appendix to the Annual Town Meeting Warrant for the operation of municipal departments and committees during FY 2020?

Board of Selectmen Recommends                      YES    (5 in Favor / 0 Against)  
Budget Committee Recommends                      YES    (7 in Favor / 0 Against)

If this Article is defeated, the appropriation for this Article shall be the amount approved at last year's Annual Town Meeting which was \$7,439,513.

**ARTICLE 7. POTENTIAL EMPLOYEE-RELATED EXPENSES:** Shall the Town vote to appropriate and expend up to \$60,000 from Undesignated Fund Balance (Surplus) for the following:

**Retirement Benefit Reimbursement - \$25,000** to fund payment, when necessary, of accrued benefits to employees who are retiring or leaving Town Service;

**Workers Compensation – Light Duty Fund - \$25,000** to pay wages of injured employees able to work in a light duty capacity; and

**Educational Reimbursement Fund - \$10,000** to fund educational course reimbursement in FY'20 for eligible union and non-union employees based on contract requirements and the Non-Union Educational Assistance Program guidelines.

Board of Selectmen Recommends                      YES    (5 in Favor / 0 Against)  
Budget Committee Recommends                      YES    (7 in Favor / 0 Against)

If this Article is defeated, the appropriation for this Article shall be the amount approved at last year's Annual Town Meeting which was \$60,000.

**ARTICLE 8. POTENTIAL TOWN LIABILITIES:** Shall the Town vote to appropriate and expend up to \$295,000 from the Undesignated Fund Balance (Surplus) for the following potential liabilities:

**Legal Services Fund - \$75,000** to be used at the discretion of the Board of Selectmen, following a public hearing, to fund legal services for significant legal and/or legislative matters beyond the normal legal budget; and

**Self-Insurance Claims Coverage - \$10,000** to fund payment of the Town's deductible and other expenses associated with accepted claims made against the Town; and

**Emergency Fuel and Utilities Account - \$40,000** to be expended, following a public hearing by the Board of Selectmen, to cover potential shortfalls in the FY'20 fuel and utilities budgets due to the unpredictable markets for diesel, unleaded gasoline, propane and electricity; and

**Emergency Facility Repair and Energy Efficiency Improvement Fund - \$50,000** to be used at the discretion of the Board of Selectmen, following a public hearing, to pay for emergency repairs and energy efficiency improvements to town-owned facilities that are not contemplated in the FY'20 operating budget; and

**Shortfall on State Revenue Projected to offset Town Budget Funding - \$40,000** to be used in case at the discretion of the Board of Selectmen, following a public hearing, at the end of the fiscal year to balance any shortfall in State Revenue projected to be received that offset the budget for property tax purposes; and

**Health Reimbursement Account Fund - \$30,000** to fund payment of the Town's portion of employee's health insurance deductibles for employees covered by high deductible health insurance plans; and

**Facility Maintenance and Repair Fund - \$50,000** to be used at the discretion of the Board of Selectmen, following a public hearing, to pay for maintenance and repairs to town-owned facilities and property that are not contemplated in the FY'20 operating budget.

Board of Selectmen Recommends	YES (5 in Favor / 0 Against)
Budget Committee Recommends	YES (7 in Favor / 0 Against)

If this Article is defeated, the appropriation for this Article shall be the amount approved at last year's Annual Town Meeting which was \$295,000.

**ARTICLE 9. CAPITAL IMPROVEMENT PLAN (Raising and Appropriating from Taxation, and Appropriating and Transferring Funds From Reserves, Surplus, and the State to Fund the Capital Improvement Plan):** Shall the Town vote to raise and appropriate \$938,200, appropriate \$1,391,500 from the Undesignated Fund Balance (Surplus); appropriate \$692,086 from various CIP Reserve Funds; appropriate \$200,000 from the State of Maine Local Roads Assistance Program and appropriate \$25,000 from Enterprise funds; and transfer said monies (\$3,246,786) into various CIP reserve funds, which will be used to fund the CIP program as specified in Table 5 of the appendix to the Annual Town Meeting Warrant?

Board of Selectmen Recommends YES (5 in Favor / 0 Against)  
Budget Committee Recommends YES (7 in Favor / 0 Against)

If this Article is defeated, the appropriation for this Article shall be the same amount approved at last year's Annual Town Meeting which was \$2,430,500.

**ARTICLE 10. CAPITAL EXPENDITURES (Appropriations (Spending) of Fund Monies):** Shall the Town vote to appropriate and expend \$3,346,700 from the Capital Reserve Funds to fund the Capital Expenditures as specified in Table 5 of the appendix to the Annual Town Meeting Warrant?

Board of Selectmen Recommends YES (5 in Favor / 0 Against)  
Budget Committee Recommends YES (7 in Favor / 0 Against)

If this Article is defeated, the appropriation for this Article shall be the same amount approved at last year's Annual Town Meeting which was \$2,059,500.

**ARTICLE 11. EXPENDITURES FROM SPECIFIC CIP RESERVE ACCOUNTS:** Shall the Town vote to authorize the Board of Selectmen, in the event of emergency and after a public hearing, to expend up to the fund balance (as specified in Table 5 of the appendix to the Annual Town Meeting Warrant) in the following CIP reserve accounts: Infrastructure, Technology, and Ambulance?

Board of Selectmen Recommends YES (5 in Favor / 0 Against)  
Budget Committee Recommends YES (7 in Favor / 0 Against)

**ARTICLE 12. GENERAL ASSISTANCE:** Shall the Town vote to appropriate and expend from the Undesignated Fund Balance (Surplus) up to \$60,000 to fund the Town of Wells General Assistance Program?

Board of Selectmen Recommends YES (5 in Favor / 0 Against)  
Budget Committee Recommends YES (7 in Favor / 0 Against)

If this Article is defeated, the appropriation for this Article shall be the amount approved at last year's Annual Town Meeting which was \$60,000.

**ARTICLE 13. TOWN CLERK COMPENSATION:** Shall the Town vote to raise and appropriate \$67,944 and to expend \$67,944 for the Town Clerk's compensation in FY'20 which represents a \$2,798 increase adjustment (4.29%) from the current salary of \$65,146?

Board of Selectmen Recommends YES (5 in Favor / 0 Against)  
Budget Committee Recommends YES (7 in Favor / 0 Against)

If this Article is defeated, the appropriation for this Article shall be the amount approved at last year's Annual Town Meeting, which with adjustment was \$65,146.

**Explanation:** The Town Meeting is asked to approve the Elected Town Clerk's compensation for FY'20 that will increase by 4.29%.

**ARTICLE 14. DAYTIME FULL-TIME FIREFIGHTER:** Shall the Town vote: (1) to hire one additional full-time firefighter to cover the peak daytime period during which coverage is the most difficult to obtain; and (2) to raise and appropriate \$51,048 in compensation and fringe benefits cost (\$34,072 salary plus \$17,036 benefits)?

Board of Selectmen Recommends	YES	(5 in Favor / 0 Against)
Budget Committee Recommends	YES	(5 in Favor / 2 Against)

**Explanation:** The Fire department through the Fire Chief has expressed concern with the increased number of daytime calls and back to back calls that end up causing response problems as a result of insufficient staffing. This is the time of day that the Call Firefighters are at their thinnest in ability to respond because of work obligations and being out of town. Presently, there are three Staff Firefighters on a shift and the new position would provide a fourth person on shift during a five-day, 40-hour week, in addition to the Chief. Please see further description of duties in Appendix 1.

**ARTICLE 15. AUTHORIZATION TO SELL MUNICIPAL LAND:** Shall the Town vote to authorize the Board of Selectmen to do the following: (1) take all steps reasonably necessary to sell the approximate 15 acre parcel of vacant land on Route 109 that was acquired as the originally intended site of the new Fire Substation (Map 0055 and Lots 13 EXE & 14 EXE); (2) to use any sale proceeds necessary to complete the Fire Substation project relocated to the Town's Public Works parcel on Route 9 (Map 0040 Lot 009 EXE); and (3) return to the Town's surplus account any balance of sale proceeds not reasonably needed to complete the Fire Substation Project?

Board of Selectmen Recommends	YES	(5 in Favor / 0 Against)
Budget Committee Recommends	YES	(7 in Favor / 0 Against)

**Explanation:** The Town purchased the 15-acre parcel on Route 109 for the primary site of the new Fire Substation complex. During the process of siting the building, it was determined that the land's site development cost would be expensive. Accordingly, the Board of Selectmen suggested investigating a possible less costly site at the Public Works parcel on Route 9, North Berwick Road. At a Special Town Meeting in November 2018, voters approved relocating the Fire Substation site if the Board of Selectmen found it to be more cost effective and beneficial to do so. After conducting a site analysis, it was determined by the Selectmen that the Public Works parcel was more cost effective and beneficial than the Route 109 site in the long-term. As a result, the location of the Fire Substation was moved to the Public Works parcel, which is currently under construction. The original site located on Route 109 is no longer required for the project and can be sold. A map and description of the two parcels is shown in Appendix 2.

**ARTICLE 16. LEASE OF TOWN PROPERTY FOR SOLAR FACILITIES:** Shall the Town vote to: (1) lease two parcels of Town-owned land, namely the “Landfill Site” (comprised, collectively, of Tax Map 34, Lots 006-EXE, 006-A-EXE, 006-A-1-EXE, 006-B-EXE, 006-9-EXE, 006-10-EXE, 007-EXE) and the “Gravel Pit Site” (comprised, collectively, of Tax Map 48, Lots 002-EXE, 003-EXE, 004-EXE, 005-EXE and Tax Map 49, Lots 001-EXE, 002-EXE, 007-EXE, 011-A-EXE) to Walden Renewables Development, LLC (“Walden Renewables”) for the purposes of constructing and operating solar photovoltaic facilities thereon (the “Solar Facilities”), as outlined in a Memorandum of Understanding dated March 19, 2019 between the Town and Walden Renewables; (2) authorize the Board of Selectmen, after a public hearing, to enter said Lease; and (3) authorize the Board of Selectman to take all steps reasonable and necessary to complete said Lease, including negotiating and executing documents?

Board of Selectmen Recommends                      YES    (5 in Favor / 0 Against)

**Explanation:** Walden Renewables approached the Wells Energy Committee following the Town’s attendance at a Northeast Solar Conference in 2018, the purpose of which was for land owners to meet with solar developers to discuss land prospects and interest in developing utility grade projects. The Town representatives met with a dozen companies showcasing the parcels listed above. Only Walden Renewables followed up and met with the full Wells Energy Committee following the fall 2018 conference. Walden Renewables constructs and operates renewable energy projects, including solar facilities throughout the Northeast. Walden Renewables seeks to lease two Town-owned sites for a period of thirty years (with two possible five-year extensions). If this Article is approved, Walden Renewables intends to install arrays of solar photovoltaic panels, (which convert sunlight into electricity) on both sites, along with related equipment and infrastructure, for the purpose of generating clean electricity and/or energy storage in the range of 10-megawatts.

The two sites are: (1) the Town’s 9B “Landfill Site,” adjacent to the Maine Turnpike, which is approximately 47 acres; and (2) the “Gravel Pit Site,” which is approximately 50 buildable acres located off the Crediford Road. Neither site is currently being used by the Town. The 9B Landfill has been a Brownfield Site on which this type of low impact development is encouraged. The Old Gravel Pits have been closed for decades and abut the Great Heath. Solar array development is low impact and environmentally friendly.

The annual rent for the Landfill Site would be the greater of \$10,000 or \$650 per acre. The annual rent for the Gravel Pit site would be the greater of \$20,000 or \$650 per acre. The annual rent for both sites would escalate at a rate of 2% per year. Additional rent would be charged in the event that Walden Renewals exercises the five-year extensions. Other income will be from taxes with payment of \$5,000 per megawatt AC of the licensed operating capacity, which for a 10-megawatt project would be approximately \$50,000 per year.

A copy of the MOU (outlining the Key Lease Terms) is posted together with this warrant as Appendix 3 and is hereby incorporated by reference. Note that said MOU provides an outline only and any Lease that is ultimately negotiated may differ in form and content.

**ARTICLE 17.** Shall the Ordinance entitled “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Define and Adopt Requirements for Farm Stands and Food Stands,” be enacted?

A copy of the ordinance is posted together with this warrant as Appendix 4 and is hereby incorporated by reference.

**ARTICLE 18.** Shall the Ordinance entitled “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Define Accessory Living Space,” be enacted?

A copy of the ordinance is posted together with this warrant as Appendix 5 and is hereby incorporated by reference.

**ARTICLE 19.** Shall the Ordinance entitled “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Allow Accessory Retail Use in the Light Industrial District,” be enacted?

A copy of the ordinance is posted together with this warrant as Appendix 6 and is hereby incorporated by reference.

**ARTICLE 20.** Shall the Ordinance entitled “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Amend Definitions to Clarify Kitchen Facility,” be enacted?

A copy of the ordinance is posted together with this warrant as Appendix 7 and is hereby incorporated by reference.

**ARTICLE 21.** Shall the Ordinance entitled “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Exempt Most Public Utility Facility Uses From Certain Dimensional Requirements,” be enacted?

A copy of the ordinance is posted together with this warrant as Appendix 8 and is hereby incorporated by reference.

**ARTICLE 22.** Shall the Ordinance entitled “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Define Net Habitable Floor Area,” be enacted?

A copy of the ordinance is posted together with this warrant as Appendix 9 and is hereby incorporated by reference.

**ARTICLE 23.** Shall the Ordinance entitled “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Amend Public Utility Facility to Include Uses Such as Solar Arrays,” be enacted?

A copy of the ordinance is posted together with this warrant as Appendix 10 and is hereby incorporated by reference.

**ARTICLE 24.** Shall the Ordinance entitled “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Amend Building Separation Requirements for Multifamily Developments,” be enacted?

A copy of the ordinance is posted together with this warrant as Appendix 11 and is hereby incorporated by reference

**ARTICLE 25.** Shall the Ordinance entitled “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Amend the Definition of Home Business and to Clarify That the Use of a Home Business Must Be Conducted by the Occupant of the Dwelling,” be enacted?

A copy of the ordinance is posted together with this warrant as Appendix 12 and is hereby incorporated by reference.

**ARTICLE 26.** Shall the Ordinance entitled “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells, to Define Adult Business Establishment and Permit Adult Business Establishments within the Light Industrial District retroactive in its adoption to April 8, 2019”, be enacted?

A copy of the ordinance is posted together with this warrant as Appendix 13 and is hereby incorporated by reference.

Given under our hands this 9<sup>th</sup> day of April, 2019.

BOARD OF SELECTMEN OF THE TOWN OF WELLS:

  
\_\_\_\_\_  
Karl Ekstedt

  
\_\_\_\_\_  
Timothy Roche

\_\_\_\_\_  
Daniel Hobbs

\_\_\_\_\_  
Kathleen Chase

  
\_\_\_\_\_  
John Howarth

## APPENDICES

### APPENDIX 1

#### FULL-TIME (40 HOURS) FIREFIGHTER JOB DESCRIPTION

**PURPOSE:**

To provide an understanding of the duties and requirements of the position of firefighter.

**OBJECTIVE:**

Those members who obtain rank of firefighter within the fire department will be able to perform these duties.

**PROCEDURE:**

Members desiring to attain a membership and to become a firefighter within the Wells Fire Department must first submit an application to the department. Upon receiving the application, the individual will be contacted as to what process they will have to follow to become a member.

**NATURE OF WORK:**

Performs fire suppression, rescue such as water, ice, rope, motor vehicle incidents, off road, emergency medical service, mitigating of hazardous materials incidents, disaster response to protect lives, property and the environment; performs all other related or similar work as required which can include fire inspections, fire prevention and education. This list is not all inclusive.

Works under the general direction of the Fire Chief as part of a team. Firefighters receive direct orders from a supervisor who indicates the general work to be performed and outlines the services to be provided. While an employee receives work instructions on the job, employee exercises independent judgment and initiative in the provision of service within the Incident Command System and policies and procedures of the Wells Fire Department and may serve as incident commander when required in the absence of a superior officer.

Employee as a regular or continuing part of the job may lead other employees in accomplishing assigned work and also performs non-supervisory work that is usually of the same kind and levels.

Firefighters are alerted to calls by alarm or pager and will be subject to recalls and are expected to respond, whenever available to do so.

Work is performed under typical emergency conditions consisting primarily of operations at fires, accidents, potential explosions, medical incidents and hazardous emergencies. Work may be performed under stressful conditions, poor weather and during nighttime. Work may involve considerable personal danger, including exposure to fire, toxic substances, and other hazards.

Most contact is with supervisor or the fire chief for the purpose of receiving work assignments and instructions. Other contact is with co-workers for exchanging information about the work at hand and completing tasks at a fire scene or emergencies. Makes contact with the public for reporting potential safety hazards or supplying general information or assistance and regular contact with fire victims or persons in need of medical attention. Contact is in person, in writing, email and or by telephone.

Errors in judgment, performance of duties and in the use of equipment in accordance with established procedures could lead to adverse public relations, endangerment of public health and safety, as well as their own personnel safety; monetary loss, reduced levels of service, confusion and delay in the provision of services and could have legal and/or financial repercussions for the town.

**Essential Functions**

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Drives and operates heavy and light fire apparatus/trucks including pumpers, aerial ladders and rescue trucks. Drives and operates the Town of Wells Ambulances when called upon to., shall be able to operate all power and hand tools, pneumatic tools, medical equipment, personal computers, portable pumps, extraction tools, portable generators, hose, air packs, fire suppression turnout gear, electrical and other fire fighting and rescue equipment including hydraulic and rescue tools, positive pressure ventilators, forcible entry tools and other fire department equipment including standard office equipment.

Provides emergency medical care at emergency scenes as a Licensed Emergency Medical Technician at the basic or higher license level.

Can assist in the investigation of accidents and fires to determine origin and cause including assisting in documenting the incident.

Maintains apparatus, tools, and equipment in accordance with departmental procedures and based on those of the manufacturers.

Attends training programs and meetings in town and with outside agencies as required by the Chief of the department

**KNOWLEDGE, ABILITIES AND SKILLS**

**Knowledge:** Working knowledge of firefighting principles and practices as well as basic medical techniques and rescue procedures. Working knowledge of occupational hazards and of safety precautions to be exercised to ensure safe operation of fire apparatus and equipment to assure the safety of fellow workers and the public.

**Ability:** Ability to interact in a positive and effective manner with employees and the public. Ability to execute oral and written instructions in a precise manner. Ability to command and control emergencies under emergency conditions. Ability to perform mathematical calculations and to interpret results. Ability to perform prolonged physical labor under hazardous and adverse emergency conditions.

**Skill:** Excellent employee relations and public relations skills and ability to handle multiple tasks. Good judgment, motor operating skills and able to maintain effective staff and customer relations. Skill in use of hand tools, power equipment, and other related equipment to the job of a firefighter within the Wells Fire Department.

**Physical and Mental Requirements**

Moderate to heavy physical effort for prolonged periods required in connection with fire, rescue, and emergency medical services. Physical demands may require regular pushing, pulling, lifting and dragging of objects more than 175 pounds. Physical agility required accessing all areas of a fire or emergency scene. There is likely to be a great deal of standing, walking, crouching, crawling, ladder climbing, and talking or hearing; use of hand or fingers, handle or feel objects, tools or controls and to reach with hands and arms, bending and climbing and working in lit and unlit areas. Must be able to hear normal sounds, distinguish sound as voice patterns, and communicate orally. Specific vision requirements include close vision and the ability to adjust and focus. Performance of duties and use of equipment is often conducted in hazardous conditions, and Firefighters must be watchful at all times for potential safety hazards to themselves and other fire personnel. Must be able to work in confined areas with little or no visibility while wearing protective clothing and SCBA and must be able to work at elevated heights from ladders and structures. Must be able to maintain composure and carry out responsibilities under pressure.

**Minimum Qualifications**

This job description is designed to be for all members of the fire department who desire to be members classified as a firefighter. For those members who are applying for a fulltime position it shall be noted directly in this description as to what applies immediately and what areas apply during their probation period.

**Education and Experience**

High School Degree or equivalent; minimum age of 18 years

Completion of State of Maine or equivalent Firefighter I/II (Required for fulltime employment)

Maine Basic EMT Certification (Required for fulltime employment)

Valid State of Maine Driver's License (18 years of age to be able to drive/operate in an emergency response (Required for fulltime employment))

Basic Pumps or equivalent approved by the Fire Chief (Required for fulltime employment)

**Training and Experience**

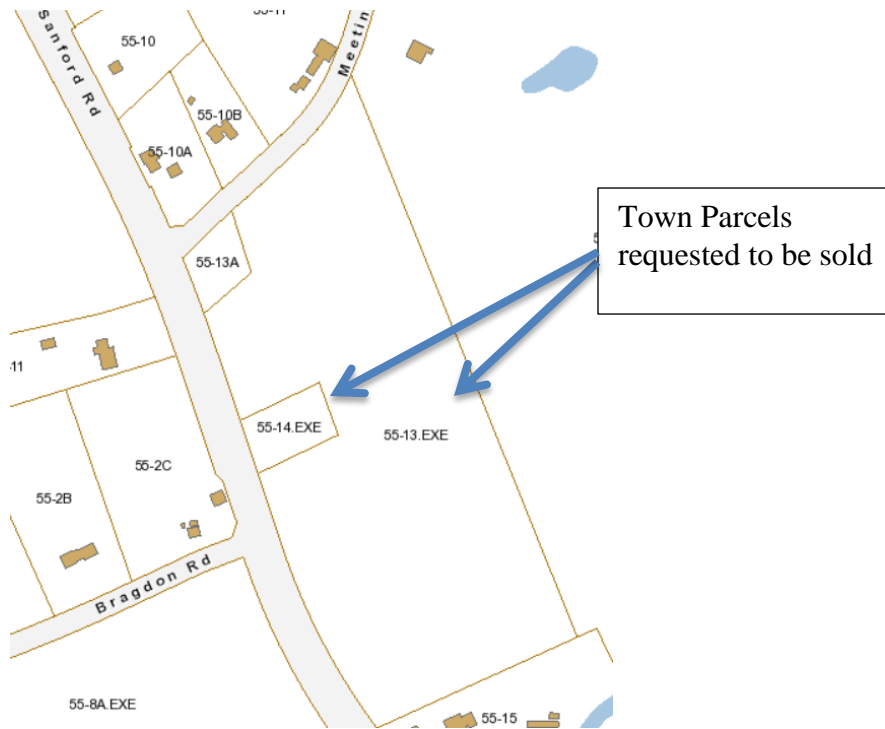
*Must be obtained within the probationary period or as soon as practicable*

NIMS-ICS IS 700, ICS 100, ICS 200

EVOC/AVOC (Required for fulltime)

Certification on the apparatus assigned. (Required for fulltime Employment)

## APPENDIX 2



**Location:** Both parcels front Route 109 and the larger parcel is bordered by Meetinghouse Road.

**Cost:** The Town purchased the smaller parcel for \$35,000 and the larger one for \$125,000 for a total of \$160,000. There is .55ac in the small parcel and 13.99 ac in the larger parcel for a total of 14.54 acres.

**Purpose:** The parcels were purchased originally for the new Fire Sub Station to be built and in November 2018 the Town voted to allow the Selectmen to decide if an alternative site would be more effective for this facility. They have determined the location for the Fire Substation should be on the Public Works Facility site on Route 9 (North Berwick Road). The funds received from the sale will go towards any further funding for the substation needed and the balance to the Town surplus.

# APPENDIX 3

## Memorandum of Understanding

This Memorandum of Understanding (this "MOU"), entered into and made effective as of the \_\_\_ day of \_\_\_\_\_, 2019, is by and between Walden Renewables Development LLC, ("Walden"), a Delaware limited liability company with offices at 155 Fleet Street, Portsmouth, NH 03801 and 40 Worth Street, 10<sup>th</sup> Floor, New York, NY 10013, and the Town of Wells Maine, a Maine body corporate and politic having a business office 208 Sanford Road, Wells, Maine 04090 (the "Town"). Walden and the Town are sometimes referred to herein individually as a "Party," and collectively as the "Parties";

WHEREAS, Walden is a renewable energy development company that develops, finances, constructs, owns, operates and sells renewable energy projects, including without limitation solar photovoltaic projects; and

WHEREAS, the Town is the owner of certain real property known as the "Landfill Site" and the "Gravel Pit Site" and more particularly described in Paragraphs 1 and 2 below (the Landfill Site and the Gravel Pit Site are sometimes hereinafter collectively referred to as the "Properties"), which it desires to lease to Walden for the development, construction and operation of a distinct utility scale solar photovoltaic project on each of the Landfill Site and the Gravel Pit Site (each, a "Project" and together, the "Projects"), subject to the terms and conditions contained herein and further subject to the Town Meeting Approvals, as defined herein, and the execution of Final Leases, as defined herein, for each of the Properties;

WHEREAS, Walden desires to lease the Properties from the Town subject to the terms and conditions contained herein and further subject to the Town Meeting Approvals and the execution of the Final Leases for each of the Properties.

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Property #1. Property #1 consists of eleven (11) contiguous parcels of real property located in the Town of Wells, County of York, State of Maine and identified on the Wells Tax Maps as the following tax map / lot numbers (the "Landfill Site"):

- 0034-006-EXE
- 0034-006-A-EXE
- 0034-006-A-1-EXE
- 0034-006-B-EXE
- 0034-006-9-EXE
- 0034-006-10-EXE (excluding existing municipal and police storage garage)
- 0034-007-EXE
- 0034-006-4
- 0034-006-5
- 0034-006-6
- 0034-006-7

Walden desires to develop a solar photovoltaic electric generating and/or energy storage facility (including, without limitation, solar panels, batteries, foundations, racks, wiring, inverters, above and below ground electrical lines, transformers, control houses, fencing and other ancillary equipment) ("Solar Facility") on all or portions of the above referenced parcels and possibly additional adjacent lands owned by others. Neither Walden nor the Town makes any representations or warranties to the other as to the ultimate suitability of any portion of the Landfill Site for Walden's intended purposes, or as to any Planning Board or other approval which may ultimately be required to develop the Landfill Site. Walden makes no representations or warranties

to the Town that the Solar Facility can or will be constructed on the Landfill Site or that the Solar Facility can or will generate any minimum or maximum amount of electrical energy. The decision if, when and to what extent that construction of the Solar Facility and the generation of electrical energy will occur on the Landfill Site shall be solely in Walden's discretion.

2. Property #2. Property #2 consists of four (4) contiguous parcels of real property located in the Town of Wells, County of York, State of Maine and identified on the Wells tax maps as the following tax map / lot numbers (the "Gravel Pit Site"):

- 0049-001-EXE
- 0049-002-EXE
- 0049-007-EXE
- 0049-011-A-EXE

Walden desires to develop a Solar Facility on all or portions of the above referenced parcels and possibly additional adjacent lands owned by others. Neither Walden nor the Town makes any representations or warranties to the other as to the ultimate suitability of any portion of the Gravel Pit Site for Walden's intended purposes, or as to any Planning Board or other approval which may ultimately be required to develop the Gravel Pit Site. Walden makes no representations or warranties that a solar facility can or will be constructed on the Gravel Pit Site or that the Solar Facility can or will generate any minimum or maximum amount of electrical energy. The decision if, when and to what extent that construction of the Solar Facility and the generation of electrical energy will occur on the Gravel Pit Site shall be solely in Walden's discretion.

3. Town Meeting Approvals. The Parties acknowledge and agree that the execution of a Final Lease for each of the Landfill Site and Gravel Pit Site shall be subject to: (a) the Town Board of Selectmen receiving the authority to enter into such Final Lease by the Town body through an article to be placed on the warrant for Town Meeting on June 11, 2019; and (b) Town Meeting approving a warrant article proposing a change to the definition of Public Utility, which is currently an allowed use in both zoning districts in which the Properties exist, to include the development construction, operation and maintenance of utility scale solar photovoltaic generation and/or storage systems (together, the "Town Meeting Approvals"). The Town shall use good faith efforts to obtain the Town Meeting Approvals. In the event that one of both of the warrant articles constituting the Town Meeting Approvals fails to pass, this MOU shall terminate as to the Project(s) for which the Town has failed to obtain the Town Meeting Approvals upon written notice from the Town to Walden of the same and the Parties shall have no further obligation hereunder with respect to such Project(s).

4. Good Faith Negotiations. The Parties agree to use good faith efforts to enter into a mutually agreeable, commercially reasonable, long-term solar lease agreement for each of the Properties within thirty (30) days of the ratification of the Town Meeting Approvals (each, a "Final Lease" and together, the "Final Leases") and to continue to use good faith efforts to enter into any other definitive agreements, including easements, license agreements, and tax agreements, that the Parties deem reasonably necessary or beneficial thereafter. To the extent the Parties are unable, despite using good faith efforts, to enter into a Final Lease for any Project within said thirty (30) period, they agree to continue to negotiate for up to an additional forty-five (45) day period. Unless agreed otherwise in writing, if the Parties are unable, despite using good faith efforts, to conclude negotiations and enter into a Final Lease for any Project within said seventy-five (75) day period, then this MOU shall automatically terminate as to such Project(s) at 11:59 p.m. ET on the seventy-fifth (75<sup>th</sup>) day and the Parties shall have no further obligations hereunder with respect to such Project(s), with the exception of the Confidentiality provisions set forth in Paragraph 10, which shall survive for a period of two (2) years after termination of this MOU.

5. Exclusivity and Diligence Rights. Walden and the Town agree to negotiate toward a Final Lease for each of the Properties during the term of this MOU (the "Exclusive Period"). Subject to the indemnity provisions elsewhere in this agreement, Walden shall also have the right to enter, or have its authorized agents

MOU) until such time as both Parties have executed and (if applicable) ratified one or more Final Leases, at which point only those terms that are required to be disclosed with respect to that executed agreement may be disclosed. Notwithstanding anything else in this Section to the contrary, information which is otherwise public, or known to either party at the time of this MOU, or independently developed by either Party at any time, or obtained by either Party without breaching this agreement, shall not be confidential and shall not be governed by this Section.

11. **Assignment, Successors and Assigns.** Neither Party shall assign this MOU without the consent of the other Party. The benefits of this MOU shall inure to the respective successors and assigns of the Parties and their representatives, and the obligations and liabilities assumed in this MOU by the Parties shall be binding upon their respective successors and assigns. Notwithstanding anything in the immediately preceding sentence to the contrary, the Parties understand that the Walden entity that ultimately enters into Final Leases and final definitive agreements may be a wholly owned subsidiary of Walden and that, in such an instance, Walden need not seek consent to such assignment from the Town on the condition that Walden has provided an affidavit of its local legal counsel attesting that such entity is wholly owned by Walden.

12. **Consent or Waiver.** No alteration, consent, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in a writing signed by each of the Parties. No failure or delay of either Party in enforcing its rights hereunder shall act as a waiver hereof, nor shall any single or partial exercise preclude any other or further exercise of any other right set forth herein.

13. **Entire Agreement.** This MOU embodies the entire agreement and understanding of the Parties and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

14. **Titles and Headings.** Titles and headings used in this MOU are for convenience only and shall not be used to limit, expand or interpret the language used hereunder.

15. **Severance.** In the event a court of competent jurisdiction determines that any term or provision hereof is invalid or unenforceable: (i) the remaining terms and provisions herein shall be unimpaired and shall remain in full force and effect, and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that becomes closest to expressing the intention of such invalid or unenforceable term or provision.

16. **Indemnity.** Walden agrees to indemnify, defend and hold the Town and its agents, employees, invitees or licensees harmless for, from and against all claims, lawsuits, causes of action, liabilities, damages, costs and expenses (including, without limitation, reasonable courts costs, litigation expenses and reasonable attorneys' fees), including by way of example and not limitation, any injury or damage (including any third party tort claim or government claims, fines or penalties) incurred by the Town or its agents, employees, invitees or licensees, arising out of or resulting from the exercise of Walden's rights under this MOU or Walden's presence on the Properties during the Exclusive Period. Nothing in this MOU shall be construed as a waiver of the Town's right to assert any and all defenses in response to claims made against the Town, its officers, agents, or employees pursuant to the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) or any other privileges or immunities as may be provided by law.

(Signature Page to Follow)

enter, onto each of the Properties during the Exclusive Period to conduct non-invasive surveys and studies to advance pre-development activities, including, without limitation, wetland, vernal pool and other environmental surveys, interconnection evaluations, and topographic and boundary surveys that it deems necessary or appropriate ("Diligence Surveys"). Any expense incurred by Walden in undertaking the Diligence Surveys prior to the Town Meeting Approvals and the execution of the Final Leases shall be at Walden's sole expense and risk. In consideration of the time and expense that Walden will devote to the negotiations, Diligence Surveys and evaluation contemplated by this MOU, the Town agrees that during the Exclusive Period it shall not, directly or indirectly: (a) solicit or accept any offer from, or submit any proposal to, any person or entity other than Walden relating to a lease, license, or similar agreement for the Properties (an "Alternative Proposal"); (b) participate in any negotiations with, or furnish any non-public information to, any person or entity other than Walden regarding any Alternative Proposal; or (c) enter into any agreement or understanding, whether oral or in writing, with respect to an Alternative Proposal.

6. **Costs.** Each party shall pay for their own costs incurred in association with this MOU and the efforts contemplated herein by each Party, including any costs in negotiating the Final Leases and any other definitive agreements contemplated hereby. The Parties agree that the key terms of the Final Leases shall be substantially in the form attached hereto as Exhibit A (the "Key Lease Terms"). Notwithstanding anything in this paragraph to the contrary, Walden agrees that it shall make the following payments to the Town under this MOU: (i) a one-time payment, payable within seven (7) days of the execution of this MOU, of \$6,250.00 to the Town as a prepayment of anticipated direct out of pocket costs it has incurred, or will incur, in connection with the professional analysis of this MOU and any actions necessary to undertake the substance hereof, including legal costs and environmental and engineering review of the Properties (the "Town Expense Prepayment"); and (ii) an additional one-time payment of \$6,250.00 to the Town as a reimbursement of direct out of pocket costs it has incurred in connection with the MOU or its negotiations to enter into Final Leases, payable within seven (7) days of the effective date of the Final Leases (the "Town Expense Reimbursement"), it being expressly understood by the Parties that Walden shall have no obligation to make the Town Expense Reimbursement or any portion thereof to the Town if the Parties are unable, despite good faith efforts, to enter into Final Leases for the Properties in accordance with the terms and conditions of this MOU.

7. **No Partnership or Joint Venture.** The Parties hereto do not intend to create a partnership or joint venture by virtue of this MOU. No Party shall owe any fiduciary duty to any other Party by virtue of this MOU.

8. **Equitable Relief.** It is agreed that money damages would not be a sufficient remedy for any breach of this MOU by a Party or by its representatives. Accordingly, each Party shall be entitled to seek specific performance, injunctive relief, or any other forms of equitable relief as a remedy for any breach of this MOU by the other Party or the other Party's representatives; provided, however, that such remedy(ies) shall not be deemed to be the exclusive remedy(ies) for a breach of this MOU, but shall be in addition to all other remedies available at law or equity. NEITHER PARTY SHALL BE LIABLE FOR DAMAGES THAT THE BREACHING PARTY COULD NOT REASONABLY HAVE FORESEEN UPON ENTRY INTO THIS MOU. THE FOREGOING PROVISION SHALL NOT PROHIBIT WALDEN OR THE TOWN FROM SEEKING GENERAL CONTRACT AND/OR CONSEQUENTIAL DAMAGES OR EQUITABLE RELIEF FOR A BREACH OF THIS MOU.

9. **Governing Law.** This MOU shall be governed by and construed in accordance with the substantive laws of the State of Maine, without reference to its conflicts of laws principles.

10. **Confidentiality.** The Parties agree that the terms of this MOU shall be kept in strict confidence and shall not be disclosed in any form to any third parties without the prior written consent of the disclosing Party, which consent may be conditioned or withheld in each Party's sole discretion. During negotiations, the terms and conditions of any proposed lease, Final Lease, or other business arrangement between Walden and the Town shall also be treated as confidential information and not disclosed to the public or any other third party (except those professionals or contractors either party engages to assist in reviewing or implementing the terms of this

**EXHIBIT A**

Key Lease Terms

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the date first written above.

**1- Lease Term and Rents.** Each Final Lease will consist of three distinct periods:

- **Development Period.** The Development Period commences on the Effective Date of the Final Lease and continues through the Commercial Operations Date ("COD") of the Project (being the date upon which the Solar Facility has been interconnected to a transmission system and is capable of generating and transmitting electrical energy continuously and reliably to such transmission system in connection with commercial sales (excluding, however, electric energy delivered to such transmission system in connection with testing, start-up or commissioning)). During this period Walden is conducting environmental and engineering studies, performing both on an offsite due diligence and pursuing all permits, interconnection agreements and off-take agreements necessary to construct and operate the Project. All development costs will be paid by Walden. A nominal lease rent payment shall be made to the Town during this period while Walden is expending considerable at-risk capital. The Development Period shall be for an initial period of three (3) years with up to two (2) one-year Development Period Extensions. Walden shall pay \$2,500 for the first three-year period (payable in advance within 7 days of the Effective Date of the Final Lease); and \$750 for each one-year extension, payable in advance within 7 days of any such extension.

- **Operations Period.** The Operations Period shall consist of an initial term of 30 years, commencing on the COD and shall include up to two five (5) year Operations Period Extensions. During the Operations Period, the amount of rent is the sum of the Minimum Annual Gravel Pit Rent and the Minimum Annual Landfill Rent (subject to the annual percentage increases set forth in the bullets below for any base term or the First Extension or Second Extension). Operations Period Lease Rates are as follows:

For the Gravel Pit Site

- o Years 1-30: The greater of twenty thousand dollars (\$20,000) ("Minimum Annual Gravel Pit Rent") or \$650 per acre (said acreage to be calculated from the "as built" surveys of the Projects using the perimeter fence or other outermost improvement on the land) per year, either amount escalating at a rate of 2.0% per year;
- o Years 31-35 (First Extension): an increase of 10% from the last annual per acre rate and then escalating at 2.0% per year;
- o Years 36-40 (Second Extension): an increase of 10% from the last annual per acre rate and then escalating at 2.0% per year;
- o All Operations Period lease payments shall be made quarterly in advance.

For the Landfill Site

- o Years 1-30: The greater of ten thousand dollars (\$10,000) ("Minimum Annual Landfill Rent") or \$650 per acre (said acreage to be calculated from the "as built" surveys of the Projects using the perimeter fence or other outermost improvement on the land) per year, either amount escalating at a rate of 2.0% per year;
- o Years 31-35 (First Extension): an increase of 10% from the last annual per acre rate and then escalating at 2.0% per year;
- o Years 36-40 (Second Extension): an increase of 10% from the last annual per acre rate and then escalating at 2.0% per year;
- o All Operations Period lease payments shall be made quarterly in advance.

TOWN OF WELLS, MAINE

BY: Jonathan L. Carter  
Its: Town Manager  
DATE 3/21/19

WALDEN RENEWABLES  
DEVELOPMENT

BY: \_\_\_\_\_  
Its: \_\_\_\_\_  
DATE \_\_\_\_\_

For example, if the Project on the Gravel Pit Site occupies 50 acres of land as shown on the final "as-built" survey of the Project, the annual lease payment in year one will be \$32,500.00 and total lease payments over the first 30 years will be \$1,318,462.00.

- **Decommissioning Period.** The Decommissioning Period shall commence at the end of the useful life of the Solar Facility and shall last for a period of one year. During the Decommissioning Period, Walden will be required, at its sole cost, to complete all decommissioning obligations, which include removal of all property and equipment on leased premises, including any buried equipment to a depth of 24" and restore the site to its original condition, reasonable wear and tear excepted, all in accordance with a decommissioning plan developed by a professional engineer licensed in Maine and Maine law.

Additionally, Walden shall be required to provide decommissioning funding assurance in the form of a decommissioning bond or irrevocable letter of credit which shall be in place in the following amounts and at the following times:

- 5 years after COD – 25% of estimated decommissioning cost
- 10 years after COD – 75% of estimated decommissioning cost
- 15+ years after COD – 100% of estimated decommissioning cost, to be updated every three years based on new estimate

**III – Other Key Lease Terms.** In addition to the term, payments and rights / obligations outlined above, the Final Lease shall contain other key terms that protect the Parties and clearly define each Party's respective responsibilities:

- Indemnification in Final Leases.

A. The following indemnification language shall be included in any Final Lease for the Landfill Site, subject to such commercially reasonable additions and modifications in the Final Lease as the Parties shall mutually agree.

**Knowledge.** To the extent used in relation to any representation, warranty, covenant, or any other understanding presented by or derived from the Landlord, "Knowledge" means the actual (not constructive) knowledge of the Town Manager of the Town of Wells (and not of any other employee, officer, or agent of the Landlord), without any special investigation or review, and without any inference of actual knowledge to be drawn from information which might otherwise be public knowledge.

**General Indemnity.** Each Party shall indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments (collectively, "Losses"), incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (i) the negligence or willful misconduct of the indemnifying Party, its agents or employees or others under the indemnifying Party's control or (ii) an Uncovered Default of the indemnifying Party. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified party; and provided further, that notwithstanding anything herein to the contrary, nothing in this Lease shall be construed as a waiver of Landlord's right to assert any and all defenses in response to claims made against Landlord, its officers, agents, or employees pursuant to the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) or any other privileges or immunities as may be provided by law.

**Environmental Indemnity.** Tenant shall not violate, and shall indemnify Landlord against, any claims, costs, damages, fees, or penalties arising from a violation by Tenant or Tenant's agents or contractors of any federal, state, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence on or under the Leased Property of any substance, material, or waste that is now or hereafter classified as hazardous or toxic, or that is regulated under current or future federal, state, or local laws or regulations ("Hazardous Materials"). Landlord represents and warrants that, to the best of Landlord's knowledge, but without special investigation of any kind, Landlord's Property is in material compliance with all Environmental Laws. "Environmental Laws" means any and all federal, state, local, and foreign environmental, health and/or safety-related laws, ordinances, codes, rules, regulations (as interpreted by judicial and administrative decisions) relating to protection of the environment, health and safety, and natural resources. Environmental Laws includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sec. 6901 et seq., the Environmental Protection Title of the General Statutes of Maine ("Environmental Code"), and the common law. No liability shall arise in Tenant from the mere discovery of facts or conditions existing or pertaining to Landlord's Property.

The parties agree that Tenant shall not be liable for any conditions on Landlord's Property (a) arising from or related to acts or omissions occurring prior to the Effective Date of the Lease; or (b) occurring after the Effective Date of the Lease that arise from or are related to Landlord's negligence or willful misconduct. Tenant shall use commercially reasonable efforts to ensure that critical infrastructure of the Landfill are not disturbed in connection with Tenant's activities on the Leased Property, provided such efforts shall neither cause a violation, nor cause a set of circumstances which, given the passage of time, would cause a violation, of any Environmental Laws.

The Parties understand and agree that solely by virtue of Tenant's acceptance of this Lease and the demise of the Leased Property, its entry upon the Landfill in accordance with the provisions of this Lease, its use of the Leased Property in accordance with the provisions of this Lease for the Permitted Use, or its performance of any other lawful act permitted to be undertaken hereunder, neither Tenant nor any of its respective members, partners, officials, agents, contractors, employees, lenders, directors, officers, successors or assigns shall be deemed by Landlord to have, in any way, become an "Operator" of the Landfill (as such term is defined in 06-096 CMR 400), or shall be deemed by Landlord to have assumed any liability or obligation for the operation, closure, maintenance, monitoring or repair of the Landfill, or with respect to materials of any type or description (including Hazardous Materials, landfill gas and other pollutants) deposited, stored or received on or within the Landfill by any person, contractor or subcontractor prior to the Effective Date and, to the extent not resulting from any act or omission of Tenant, during the Term.

Notwithstanding anything in this Section to the contrary, nothing in this Lease shall be construed as a waiver of Landlord's right to assert any and all defenses in response to claims made against Landlord, its officers, agents, or employees pursuant to the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) or any other privileges or immunities as may be provided by law.

B. The following indemnification language shall be included in any Final Lease for the Gravel Pit Site, subject to such commercially reasonable additions and modifications in the Final Lease as the Parties shall mutually agree:

**General Indemnity.** Each Party shall indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including

Project. For example, if Walden has installed 10 MW AC of solar generation (at either or both sites) and the calculated annual taxes due are less than \$50,000 (10 MW x \$5,000 per MW AC), then Walden shall pay the taxes when due and within thirty (30) days of the final annual tax bill payment. Walden shall pay the positive difference between \$50,000.00 and the actual annual tax amounts for the tax year. If the Parties negotiate a tax increment financing district agreement, credit enhancement agreement, or similar agreement, Walden agrees that such agreements will ensure the Town receives a net payment per year of no less than \$5,000 per MW AC. The parties agree that tax assessments for any battery installation or any other personal property at either site will be assessed separately at the time of installation.

- **Landfill.** With respect to the Landfill Site, the Parties shall enter into a commercially reasonable Landfill Operating Agreement or like agreement, to be executed simultaneously with the Final Lease for the Landfill Site, setting forth each Party's respective rights and obligations with respect to the operation, closure, maintenance, monitoring or repair of the Landfill during the term of the Lease.
- **Gravel Pit.** With respect to the Gravel Pit Site, the parties agree that Walden shall have the right to excavate, move, grade, stockpile and utilize any aggregate (or other soils, sands, loams and similar substrates) present on the site in any manner necessary to construct, maintain, operate or decommission the Solar Facility. Walden expressly acknowledges and agrees, however, that the aggregate shall remain the property of the Town and Walden shall not remove any such aggregate from the Gravel Pit Site. Further, to the extent that Walden unearths or relocate aggregate at the Gravel Pit Site, but does not use said aggregate as part of its site work, the Town shall be permitted to remove such aggregate from the Gravel Pit Site provided that such removal shall not unreasonably interfere with the construction, maintenance, operation or decommissioning of the Solar Facility on the Gravel Pit Site.
- **Maine Tort Claims Catch-All.** The following language shall appear as a catchall in the Lease: "Notwithstanding anything contained anywhere in this Lease to the contrary, nothing in any provision of this lease or any exhibit hereto shall be construed as a waiver of Landlord's right to assert any and all defenses in response to claims made against Landlord, its officers, agents, or employees pursuant to the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) or any other privileges or immunities as may be provided by law."

reasonable attorneys' fees), causes of action, suits or judgments (collectively, "Losses"), incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death or bodily injury to any Person, but only to the extent caused by (i) the negligence or willful misconduct of the indemnifying Party, its agents or employees or others under the indemnifying Party's control or (ii) an Uncovered Default of the indemnifying Party. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified party; and provided further, that notwithstanding anything herein to the contrary, nothing in this Lease shall be construed as a waiver of Landlord's right to assert any and all defenses in response to claims made against Landlord, its officers, agents, or employees pursuant to the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) or any other privileges or immunities as may be provided by law.

**Environmental Indemnity.** Landlord shall indemnify, defend and hold harmless the Tenant and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on the Leased Property that is caused by Landlord or any of its employees, invitees, agents, contractors or subcontractors after the Effective Date of the Lease. Tenant shall indemnify, defend and hold harmless the Landlord and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on the Leased Property that is caused by Tenant or any of its employees, invitees, agents, contractors or subcontractors after the Effective Date. Notwithstanding the foregoing, the indemnity provided under this Section by a Party shall not extend to Losses to the extent caused by the other Party or the indemnified parties of the other Party; and provided further, that notwithstanding anything herein to the contrary, nothing in this Lease shall be construed as a waiver of Landlord's right to assert any and all defenses in response to claims made against Landlord, its officers, agents, or employees pursuant to the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) or any other privileges or immunities as may be provided by law.

- **Transfer or Assignment.** Walden shall be restricted from transfer or assignment of the Final Lease to an unaffiliated entity without the prior consent of the Town (such consent not to be unreasonably withheld, conditioned or delayed), ensuring that the Town always knows it has a credible counterparty. Transfer or assignment of the Final Lease to an affiliated entity shall governed by substantially the same terms and conditions set forth in Section 11 of the MOU.

- **Insurance.** Walden will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000.00 for injury to or death of one or more persons in any one occurrence, with an annual aggregate limit of no less than \$2,000,000.00, and Walden shall maintain adequate casualty insurance for damage or destruction to its improvements situated on the Leased Property.

- **Taxes.** The Final Lease shall specify that all incremental increases in property tax that arise out of Walden's use of the Properties (including, without limitation, a change of tax classification of the leased premises from tax-exempt to another tax classification) shall be paid by Walden. If Walden shall wish to seek a tax increment financing agreement or other understanding with the Town at any time during the term of the Final Lease regarding taxation with respect to the Solar Facility and/or to achieve other objectives, the Town shall negotiate such agreement or other understanding with Walden in good faith. The Parties further acknowledge that all laws of the State of Maine now in effect or hereafter enacted with respect to taxation of property shall be applicable. In the event that the property taxes due result in annual aggregate tax payments to the Town of an amount less than \$5,000 per MW AC (where "MW AC" shall mean the total rated alternating current nameplate capacity of the Solar Facility), Walden agrees that it shall make up the difference between the amount due (if any, even if otherwise exempted or excluded by future legislation) and \$5,000 per MW AC via a voluntary payment for the life of the

## APPENDIX 4

### An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Define and Adopt Requirements for Farm Stands and Food Stands

**NOTE:** Proposed additions to existing Code sections are underlined.  
Proposed deletions of existing Code sections are ~~crossed-out~~.  
Other sections of the Ordinance are unchanged.

The Town of Wells hereby ordains and enacts “An Ordinance to Amend Chapter 145 (Land Use)  
of the Code of the Town of Wells to Define and Adopt Requirements for  
Farm Stands and Food Stands” to read as follows:

**Part 1:** Section 145-10, entitled “Definitions” is hereby amended as follows:

#### FARM STAND

A free standing structure not more than 100 square feet in footprint area and not more than 10 feet in building height used for the sale of agricultural or livestock/poultry products grown or raised on the property where the structure is located.

#### FOOD STAND

A free standing structure not more than 50 square feet in footprint area and not more than 10 feet in building height used by a minor person (under the age of 16) for the sale of items such as lemonade, cookies, etc.

**Part 2:** Section 145, Article VI, entitled “Farm Stands and Food Stands” is hereby adopted as follows:  
§145-47.3. Farm Stands and Food Stands

- A. A single Farm Stand which is accessory to an existing residential use, may be placed within required setbacks from a right of way as set forth in Article V and is not subject to the requirements of Article X or §145-51.
- B. A Food Stand may be placed within required setbacks from a right of way as set forth in Article V and is not subject to the requirements of Article X or §145-51.

**Part 3:** Effective Date.

This Ordinance shall take effect upon adoption by the Town Meeting.

## APPENDIX 5

### **An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Define Accessory Living Space**

**NOTE: Proposed additions to existing Code sections are underlined.  
Proposed deletions of existing Code sections are ~~crossed-out~~.  
Other sections of the Ordinance are unchanged.**

**The Town of Wells hereby ordains and enacts “An Ordinance to Amend Chapter 145 (Land Use)  
of the Code of the Town of Wells to Define Accessory Living Space” to read as follows:**

**Part 1:** Section 145-10, entitled “Definitions” is hereby amended as follows:

#### ACCESSORY LIVING SPACE

A structure which is a detached, one or two story building, accessory to a dwelling unit, consisting of one or more rooms designed for entertainment and/or sleeping with no kitchen facilities.

**Part 2:** Effective Date.

This Ordinance shall take effect upon adoption by the Town Meeting.

## APPENDIX 6

**An Ordinance to Amend Chapter 145 (Land Use)  
of the Code of the Town of Wells to Allow Accessory Retail Use  
in the Light Industrial District**

**NOTE:** Proposed additions to existing Code sections are underlined.  
Proposed deletions of existing Code sections are ~~crossed-out~~.  
Other sections of the Ordinance are unchanged.

**The Town of Wells hereby ordains and enacts “An Ordinance to Amend Chapter 145 (Land Use)  
of the Code of the Town of Wells to Allow Accessory Retail Use  
in the Light Industrial District” to read as follows:**

**Part 1:** Section 145-10, entitled “Definitions” is hereby amended as follows:

**BUSINESS, RETAIL – INCIDENTAL**

On-site retail activity that is incidental and subordinate to the permitted use (e.g. a hairdresser selling hair product to a client, retail area for goods manufactured on the premises, a contractor selling a fence or equipment).

**Part 2:** Section 145-28, entitled “Light Industrial District” is hereby amended as follows:

D. Accessory uses. Accessory uses are permitted when they are clearly incidental to the permitted use; subordinate, individually and in the aggregate, to the permitted use; and located on the same lot as the permitted use being served. ~~Home businesses, as regulated in § 145-51, are permitted as accessory uses.~~ Limited Incidental Business Retail (600 square feet or 20% of the total gross floor area, whichever is less) is permitted with site plan approval and as defined in §145-10.

**Part 3:** Effective Date.

This Ordinance shall take effect upon adoption by the Town Meeting.

## APPENDIX 7

### An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Amend Definitions to Clarify Kitchen Facility

**NOTE:** Proposed additions to existing Code sections are underlined.  
Proposed deletions of existing Code sections are ~~crossed-out~~.  
Other sections of the Ordinance are unchanged.

The Town of Wells hereby ordains and enacts “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Amend Definitions to Clarify Kitchen Facility” to read as follows:

**Part 1:** Section 145-10, entitled “Definitions” is hereby amended as follows:

#### DWELLING UNIT

One or more rooms designed and equipped for occupancy by only one family, or by a single individual, containing living, ~~cooking~~, sleeping, bathing, ~~and~~ sanitary facilities and one indoor kitchen facility (excepting an additional kitchen permitted in an Accessory Dwelling Unit.)

#### KITCHEN FACILITIES

A space used for cooking or the preparation of food, which ~~may~~ contains any of the following: kitchen equipment including any heating devices to cook food such as but not limited to a portable or fixed stove; a dishwasher machine; ~~or~~ a refrigerator; a kitchen sink; cabinets and counters. A bar/counter with a bar sink, small refrigerator or microwave for an area used for entertainment is not considered a kitchen facility. A refrigerator or wash/utility sink located in a space not for cooking or food preparation, with no other kitchen equipment is not considered a kitchen facility.

**Part 2:** Effective Date.

This Ordinance shall take effect upon adoption by the Town Meeting.

## APPENDIX 8

**An Ordinance to Amend Chapter 145 (Land Use)  
of the Code of the Town of Wells to Exempt Most Public Utility Facility Uses  
From Certain Dimensional Requirements**

**NOTE:** Proposed additions to existing Code sections are underlined.  
Proposed deletions of existing Code sections are ~~crossed-out~~.  
Other sections of the Ordinance are unchanged.

**The Town of Wells hereby ordains and enacts “An Ordinance to Amend Chapter 145 (Land Use)  
of the Code of the Town of Wells to Exempt Most Public Utility Facility Uses  
From Certain Dimensional Requirements” to read as follows:**

**Part 1:** Section 145, Article VI, entitled “General Regulations” is hereby amended as follows:

B. All lots (except lots being merged with an abutting parcel or otherwise exempt by the ordinance) and structures shall comply with dimensional requirements specified for the district in which they are located, except those considered nonconforming. Where a single lot of record contains more than one principal structure, the lot may not be divided in a way which would create a parcel or parcels which do not conform to the requirements of this chapter for lot size, setbacks or street frontage.[Amended 4-19-1997]

P. A public utility facility use (except a treatment plant or a solar electricity generation facility) shall not be subject to lot dimensional requirements, structure setbacks or lot coverage requirements as set forth in Article V.

**Part 2:** Effective Date.

This Ordinance shall take effect upon adoption by the Town Meeting.

## APPENDIX 9

### An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Define Net Habitable Floor Area

NOTE: Proposed additions to existing Code sections are underlined.  
Proposed deletions of existing Code sections are ~~crossed-out~~.  
Other sections of the Ordinance are unchanged.

The Town of Wells hereby ordains and enacts “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Define Net Habitable Floor Area” to read as follows:

**Part 1:** Section 145-10, entitled “Definitions” is hereby amended as follows:

#### NET HABITABLE FLOOR AREA

The area of an accessory dwelling unit as measured from the interior wall faces which define the unit boundaries (interior walls are included). Areas of exterior egress and exterior decks shall not be included. Porches which have a roof shall be included.

**Part 2:** Effective Date.

This Ordinance shall take effect upon adoption by the Town Meeting.

## APPENDIX 10

### **An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Amend Public Utility Facility to Include Uses Such as Solar Arrays**

**NOTE:** Proposed additions to existing Code sections are underlined.  
Proposed deletions of existing Code sections are ~~crossed out~~.  
Other sections of the Ordinance are unchanged.

**The Town of Wells hereby ordains and enacts “An Ordinance to Amend Chapter 145 (Land Use)  
of the Code of the Town of Wells to Amend Public Utility Facility to Include Uses Such as  
Solar Arrays” to read as follows:**

**Part 1:** Section 145-10, entitled “Definitions” is hereby amended as follows:

#### **PUBLIC UTILITY FACILITY**

~~A Building(s) or structure(s) necessary for the furnishing of publicly regulated utility services primarily within the Town of Wells, excluding subsurface or aerial transmission lines. The principal use of any such facility or structures shall be for such things as, but not limited to, switching stations, relay stations, solar electricity generation facility, treatment facilities and pumping stations.~~

**Part 2:** Effective Date.

This Ordinance shall take effect upon adoption by the Town Meeting.

## APPENDIX 11

### An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells to Amend Building Separation Requirements for Multifamily Developments

**NOTE:** Proposed additions to existing Code sections are underlined.  
Proposed deletions of existing Code sections are ~~crossed-out~~.  
Other sections of the Ordinance are unchanged.

The Town of Wells hereby ordains and enacts “An Ordinance to Amend Chapter 145 (Land Use)  
of the Code of the Town of Wells to Amend Building Separation Requirements for  
Multifamily Developments” to read as follows:

**Part 1:** Section 145-48, entitled “Multifamily Developments” is hereby amended as follows:

A. Multifamily developments are allowed subject to the following performance standards in addition to the requirements of the districts in which the developments are located:

- (1) A landscaped buffer at least 25 feet in width along all lot boundaries shall be required. The buffer strip shall not contain parking areas or structures, but may contain a perpendicular access driveway(s) or road(s) to connect with existing streets.
- (2) No more than six dwelling units may be in any building.
- (3) ~~Buildings~~ Multifamily or Two-Family dwelling structures shall be separated by at least 30 feet.
- (4) One-Family dwelling structures shall be separated by at least 20 feet.

**Part 2:** Effective Date.

This Ordinance shall take effect upon adoption by the Town Meeting.

## APPENDIX 12

**An Ordinance to Amend Chapter 145 (Land Use)  
of the Code of the Town of Wells to Amend the Definition of Home Business and to Clarify That  
the Use of a Home Business Must Be Conducted by the Occupant of the Dwelling**

**NOTE:** Proposed additions to existing Code sections are underlined.  
Proposed deletions of existing Code sections are ~~crossed-out~~.  
Other sections of the Ordinance are unchanged.

**The Town of Wells hereby ordains and enacts “An Ordinance to Amend Chapter 145 (Land Use)  
of the Code of the Town of Wells to Amend the Definition of Home Business and to Clarify That  
the Use of a Home Business Must Be Conducted by the Occupant of the Dwelling  
” to read as follows:**

**Part 1:** Section 145-10, entitled “Definitions” is hereby amended as follows:

**BUSINESS, HOME**

Any activity conducted by the occupant of a dwelling unit for financial gain which is carried on in said dwelling unit or structure accessory to said dwelling unit.

**Part 2:** Section 145-51, entitled “Home Business” is hereby amended as follows:

A home business is permitted as an accessory use by the occupant of a dwelling unit if it complies with the following standards:

**Part 3:** Effective Date.

This Ordinance shall take effect upon adoption by the Town Meeting.

## APPENDIX 13

### An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells, to Define Adult Business Establishment and Permit Adult Business Establishments within the Light Industrial District

**NOTE:** Proposed additions to existing Code sections are underlined.  
Proposed deletions of existing Code sections are ~~crossed out~~.  
Other sections of the Ordinance are unchanged.

The Town of Wells hereby ordains and enacts “An Ordinance to Amend Chapter 145 (Land Use) of the Code of the Town of Wells, , to Define Adult Business Establishment and Permit Adult Business Establishments within the Light Industrial District” to read as follows:

**Part 1:** Section 145-10, entitled “Definitions” is hereby amended as follows:

#### **BUSINESS, RETAIL**

A business engaged in the sale, rental or lease of goods to the ultimate consumer for his or her use or consumption and not for resale. So-called wholesale clubs at which members pay a yearly fee but are primarily ultimate consumers are considered retail uses. The maximum size of retail businesses in the General Business District shall not exceed 40,000 square feet. A retail business does not include the growing, production, testing, sale or processing of marijuana-; and does not include an Adult Business Establishment.

#### **ADULT BUSINESS ESTABLISHMENT**

Any retail business, including but not limited to any bookstore, newsstand, novelty store, night club, bar, restaurant, cabaret, amusement arcade or theater which keeps for public patronage or permits or allows the operation of selling, renting, leasing, exhibiting, displaying or otherwise dealing in materials or devices of any kind which depict or describe or involve specified sexual activities.

#### **SPECIFIED SEXUAL ACTIVITIES**

Human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse, fellatio or sodomy; and fondling or other erotic touching of human genitals, pubic regions, buttocks or female breast.

**Part 2:** Section 145-28, entitled “Light Industrial District” is hereby amended as follows:

**C.** Permitted uses requiring the approval of a site plan. The following uses are permitted upon obtaining site plan approval and any required permits from the Code Enforcement Officer:

- (1) Adult Business Establishment.
  - (2) ~~(1)~~ Agriculture, including wholesale greenhouses.
  - (3) ~~(2)~~ Business, contractor.
  - (4) ~~(3)~~ Business, office.
  - (5) ~~(4)~~ Business, service.
  - (6) ~~(5)~~ Business, wholesale.
  - (7) ~~(6)~~ Manufacturing.
  - (8) ~~(7)~~ Medical marijuana cultivation and production facility.
- [Added 6-13-2017<sup>[1]</sup>]

[1] *Editor's Note: This ordinance also redesignated former Subsection C(7) through (22) as Subsection C(8) through (23), respectively.*

(9) ~~(8)~~ Motor vehicle rental.

(10) ~~(9)~~ Municipal facility.

(11) ~~(10)~~ Parking lot, commercial.

(12) ~~(11)~~ Public transportation shelter.

[Added 11-6-2007<sup>[2]</sup>]

[2] *Editor's Note: This ordinance also redesignated former Subsection C(10) through (20) as Subsection C(11) through (21), respectively.*

(13) ~~(12)~~ Public utility facility.

(14) ~~(13)~~ Recreation, medium intensity commercial.

[Added 6-11-2013<sup>[3]</sup>]

[3] *Editor's Note: This ordinance also redesignated former Subsection C(12) through (21) as Subsection C(13) through (22), respectively.*

(15) ~~(14)~~ Research and development facility.

(16) ~~(15)~~ Recycling facility.

(17) ~~(16)~~ Restaurant, standard.

(18) ~~(17)~~ Restaurant, fast-food.

(19) ~~(18)~~ School, vocational-technical.

(20) ~~(19)~~ Transmission tower, radio.

(21) ~~(20)~~ Transportation facility.

(22) ~~(21)~~ Truck terminal.

(23) ~~(22)~~ Warehousing.

(24) ~~(23)~~ Self-storage facility.

[Added 5-20-2003]

**Part 3:** Retroactive Application of Ordinance Amendments.

Notwithstanding the provisions of 1 M.R.S.A. § 302 and regardless of the date on which these amendments are approved by the Board of Selectmen, these amendment shall govern any and all applications for permits and approvals required under Chapter 145 (Land Use) of the Code of the Town of Wells that were received, or, that were pending before any official, officer, committee or board at any time on or after April 8, 2019.

**Part 4:** Effective Date.

This Ordinance shall take effect upon adoption by the Town Meeting.

**TABLE 1  
FY 2020 MUNICIPAL REVENUE PROJECTIONS**

<u>DESCRIPTION</u>	<u>FY 19 PROPOSED BUDGET</u>	<u>FY 20 PROPOSED BUDGET</u>	<u>CHANGE</u>
Town Clerk Fees-Lodging	29,000.00	29,000.00	0.00
Town Clerk Fees-Other-(Marriage lic, etc)	25,000.00	28,000.00	3,000.00
Town Clerk Fees-H&F Agent	2,400.00	2,400.00	0.00
Liquor Licenses	1,900.00	1,900.00	0.00
Boat Excise Taxes	11,000.00	11,000.00	0.00
Background Checks	700.00	1,000.00	300.00
Legal Ads	3,300.00	3,900.00	600.00
Town Clerk Agent Fee	1,900.00	2,000.00	100.00
<b>Total Town Clerk</b>	<b>75,200.00</b>	<b>79,200.00</b>	<b>4,000.00</b>
Auto Excise Tax	2,350,000.00	2,650,000.00	300,000.00
Interest & Penalties	79,950.00	78,000.00	-1,950.00
Auto Registrations	36,000.00	37,500.00	1,500.00
Interest Earned	35,000.00	44,000.00	9,000.00
Cable TV Fees	170,600.00	186,000.00	15,400.00
Chick A Dee Fund	335.00	335.00	0.00
Admin Misc	3,000.00	3,000.00	0.00
State- Mun Rev Sharing	200,000.00	210,000.00	10,000.00
Snowmobile	1,500.00	1,500.00	0.00
Tree Growth	35,000.00	38,000.00	3,000.00
Homestead	230,000.00	350,000.00	120,000.00
Veteran Reimbursement	11,000.00	11,000.00	0.00
BETE reimbursement	38,000.00	60,000.00	22,000.00
General Assistance	2,500.00	3,000.00	500.00
Rachel Carson	7,100.00	7,500.00	400.00
State Park	1,200.00	1,200.00	0.00
<b>Sub Total- Gen Office</b>	<b>3,201,185.00</b>	<b>3,681,035.00</b>	<b>479,850.00</b>
Appeals Board	1,000.00	1,000.00	0.00
Plumbing permits	34,000.00	34,000.00	0.00
Building permits	175,000.00	175,000.00	0.00
Street Openings	1,000.00	1,000.00	0.00
Code Enforcement Fines	8,000.00	8,000.00	0.00
Base Fee	40,000.00	40,000.00	0.00
Re- Inspections	1,000.00	1,000.00	0.00
ZBA Legal	1,000.00	1,000.00	0.00
ZBA Postage	500.00	500.00	0.00
Flood	5,000.00	5,000.00	0.00

Plumb Surcharge	3,500.00	3,500.00	0.00
Miscellaneous	1,000.00	1,000.00	0.00
Lodging Enforcement	500.00	500.00	0.00
Sign Permits	1,000.00	1,000.00	0.00
<b>Sub Total Code</b>	<b>272,500.00</b>	<b>272,500.00</b>	<b>0.00</b>
Miscellaneous	500.00	500.00	0.00
Planner Time	500.00	500.00	0.00
Planning Board	17,000.00	16,000.00	-1,000.00
Staff Review Fees	2,500.00	2,500.00	0.00
Plan/CEO Application Fee	500.00	500.00	0.00
<b>Sub Total Planning</b>	<b>21,000.00</b>	<b>20,000.00</b>	<b>-1,000.00</b>
Gun Permits	750.00	500.00	-250.00
Accident Reports	1,500.00	1,600.00	100.00
Police Fines	5,000.00	15,000.00	10,000.00
Police Alarms	1,000.00	1,000.00	0.00
Miscellaneous	1,000.00	1,000.00	0.00
Dispatch - OGT	0.00	0.00	0.00
Salary Reimbursement	45,000.00	70,000.00	25,000.00
<b>Sub Total Police</b>	<b>54,250.00</b>	<b>89,100.00</b>	<b>34,850.00</b>
<b>Dispatch</b>	<b>95,000.00</b>	<b>100,000.00</b>	<b>5,000.00</b>
Miscellaneous	7,000.00	7,400.00	400.00
Tires	1,500.00	2,000.00	500.00
Cardboard & Mixed Paper	7,500.00	0.00	-7,500.00
Trash Bags	190,000.00	190,000.00	0.00
Metal & White Goods	15,000.00	15,000.00	0.00
Brush & Wood	6,000.00	6,500.00	500.00
Furniture	500.00	500.00	0.00
Demolition	105,000.00	120,000.00	15,000.00
Shingles	4,500.00	4,500.00	0.00
Rental Income	6,000.00	6,000.00	0.00
<b>Sub Total Transfer Station</b>	<b>343,000.00</b>	<b>351,900.00</b>	<b>8,900.00</b>
Restaurant Lease	77,091.00	78,930.00	1,839.00
Marina Lease	5,608.00	5,777.00	169.00
Public Hoist	200.00	200.00	0.00
Bait Locker	2,800.00	2,400.00	-400.00
Pumpout Fees	50.00	50.00	0.00
<b>Sub Total Harbor</b>	<b>85,749.00</b>	<b>87,357.00</b>	<b>1,608.00</b>

<b>Library</b>	<b>9,300.00</b>	<b>9,500.00</b>	<b>200.00</b>
<b>Debt Service</b>	<b>0.00</b>	<b>50,000.00</b>	<b>50,000.00</b>
<b>Transportation Center</b>	<b>600.00</b>	<b>600.00</b>	<b>0.00</b>
<b>Totals</b>	<b>4,157,784.00</b>	<b>4,741,192.00</b>	<b>583,408.00</b>

**TABLE 2**

**FY 2020 PASS THROUGH ACCOUNTS**

<b><u>PURPOSE</u></b>	<b><u>RECEIPT</u></b>	<b><u>AMOUNT</u></b>
State IF&W	Town Clerk	71,000.00
Vital Records	Town Clerk	2,000.00
Dogs	Town Clerk	7,000.00
Applicant Costs/ Legal Ads & Postage	ZBA/ Planning	2,500.00
State Auto Registrations	General Office	770,000.00
<b>Total</b>		<b>852,500.00</b>

<b><u>PURPOSE</u></b>	<b><u>PAYMENT TO</u></b>	<b><u>AMOUNT</u></b>
State IF&W	Town Clerk	71,000.00
Vital Records	Town Clerk	2,000.00
Dogs	Town Clerk	7,000.00
Applicant Costs/ Legal Ads & Postage	ZBA/ Planning	2,500.00
State Auto Registrations	General Office	770,000.00
<b>Total</b>		<b>852,500.00</b>

**TABLE 3****FY 2020 PROPOSED SALARIES**

<b><u>POSITION TITLE</u></b>	<b><u>FY 19 PROPOSED</u></b>	<b><u>FY 19 CURRENT</u></b>	<b><u>FY 20 PROPOSED</u></b>
<b>TOWN MANAGER</b>			
TOWN MANAGER	118,857.00	122,204.00	125,526.00
ADMINISTRATIVE ASSISTANT	47,363.00	49,503.00	49,700.00
RECORDING SECRETARY	8,344.00	8,577.00	8,577.00
OVERTIME	1,250.00	1,250.00	1,100.00
TOTAL TOWN MANAGER	175,814.00	181,534.00	184,903.00
<b>ADMINISTRATION</b>			
FINANCE DIRECTOR	75,267.00	77,891.00	78,200.00
ACCOUNTANT	50,864.00	50,864.00	53,176.00
OFFICE MANAGER - A/P & PAYROLL SPECIALIST	49,271.00	49,271.00	52,072.00
ASST. TAX COLLECTOR - BMV AGENT	39,588.00	39,588.00	40,935.00
ASST. TAX COLLECTOR	35,559.00	35,559.00	36,958.00
ASST. TAX COLLECTOR	35,490.00	35,490.00	37,392.00
OVERTIME	1,500.00	1,500.00	2,000.00
REMAINING DEPUTY TREASURER SALARY	0.00	0.00	0.00
TOTAL ADMINISTRATION	287,539.00	290,163.00	300,733.00
<b>TOWN CLERK</b>			
DEPUTY TOWN CLERK/OFFICE MANAGER	45,498.00	45,498.00	48,606.00
DEPUTY TOWN CLERK/VOTER REGISTRAR	45,080.00	45,080.00	46,929.00
DEPUTY TOWN CLERK	38,586.00	38,586.00	39,888.00
ELECTION WORKERS	14,000.00	14,000.00	18,000.00
OVERTIME	2,000.00	2,000.00	2,000.00
TOTAL TOWN CLERK	145,164.00	145,164.00	155,423.00
<b>HUMAN RESOURCES</b>			
HUMAN RESOURCES DIRECTOR	69,233.00	72,539.00	72,539.00
VOLUNTEER COORDINATOR	16,339.00	20,283.00	20,283.00
TOTAL HUMAN RESOURCES	85,572.00	92,822.00	92,822.00
<b>ASSESSOR</b>			
ASSESSOR	65,000.00	67,275.00	67,793.00
ASSISTANT ASSESSOR	49,653.00	49,653.00	49,528.00
ASSESSOR'S CLERK	41,301.00	41,301.00	42,716.00
ASSESSOR'S CLERK - PART TIME	23,063.00	23,063.00	23,749.00
TOTAL ASSESSOR'S OFFICE	179,017.00	181,292.00	183,786.00

**PLANNING/TOWN ENGINEER**

PLANNER/TOWN ENGINEER	79,209.00	81,971.00	82,295.00
PLANNING ASSISTANT	49,653.00	49,653.00	51,448.00
TOTAL PLANNING/TOWN ENGINEER	128,862.00	131,624.00	133,743.00

**CODE ENFORCEMENT**

CODE ENFORCEMENT OFFICER	74,119.00	78,713.00	77,007.00
ASSISTANT CEO	49,339.00	49,339.00	51,016.00
ASSISTANT CEO	50,202.00	50,202.00	52,652.00
ASSISTANT CEO	44,359.00	42,849.00	46,301.00
SECRETARY	42,032.00	42,032.00	44,545.00
SECRETARY	39,749.00	39,749.00	41,815.00
OVERTIME	1,500.00	1,500.00	1,500.00
TOTAL CODE ENFORCEMENT	301,300.00	304,384.00	314,836.00

**POLICE**

POLICE CHIEF	101,974.00	105,543.00	106,355.00
POLICE LIEUTENANT	85,323.00	88,309.00	88,988.00
POLICE LIEUTENANT	77,520.00	80,233.00	80,850.00
SECRETARY	50,294.00	50,294.00	53,888.00
SECRETARY/CLERK	41,870.00	41,870.00	42,402.00
SUBTOTAL - ADMINISTRATION	356,981.00	366,249.00	372,483.00
POLICE OFFICER	59,894.00	59,894.00	62,848.00
POLICE OFFICER	59,114.00	59,114.00	61,952.00
POLICE OFFICER	59,739.00	59,739.00	64,586.00
POLICE OFFICER	61,602.00	61,602.00	62,862.00
POLICE OFFICER	57,590.00	57,590.00	64,528.00
POLICE OFFICER	58,673.00	58,673.00	61,781.00
POLICE OFFICER	60,693.00	60,693.00	63,778.00
POLICE OFFICER	57,935.00	57,935.00	61,552.00
POLICE OFFICER	57,755.00	57,755.00	62,275.00
POLICE OFFICER	56,173.00	56,173.00	61,391.00
POLICE OFFICER	56,086.00	56,086.00	59,948.00
POLICE OFFICER	55,812.00	55,812.00	61,381.00
POLICE OFFICER	56,672.00	56,672.00	57,697.00
POLICE OFFICER	47,505.00	47,505.00	57,209.00
POLICE OFFICER - CORPORAL	63,045.00	63,045.00	74,473.00
POLICE OFFICER - CORPORAL	61,628.00	61,628.00	64,586.00
POLICE OFFICER - SERGEANT	71,827.00	71,827.00	75,275.00
POLICE OFFICER - SERGEANT	69,065.00	69,065.00	72,380.00
POLICE OFFICER - SERGEANT	69,074.00	69,074.00	73,041.00
POLICE OFFICER - SERGEANT	69,877.00	69,877.00	74,475.00
POLICE OFFICER - SERGEANT	59,012.00	59,012.00	70,757.00
SUBTOTAL - OFFICER/SERGEANTS/CORPORAL	1,268,771.00	1,268,771.00	1,368,775.00

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RESERVE - SEASONAL	144,200.00	144,200.00	149,250.00
HOLIDAYS	110,321.00	110,321.00	110,321.00
OVERTIME	139,050.00	139,050.00	143,920.00
TOTAL POLICE	2,019,323.00	2,028,591.00	2,144,749.00

**ANIMAL CONTROL**

ANIMAL CONTROL OFFICER	48,297.00	48,297.00	45,473.00
ANIMAL CONTROL - CALL OUT	3,100.00	3,100.00	3,100.00
TOTAL ANIMAL CONTROL	51,397.00	51,397.00	48,573.00

**DISPATCH**

DISPATCHER	55,332.00	55,332.00	58,481.00
DISPATCHER	54,740.00	54,740.00	54,771.00
DISPATCHER	54,740.00	54,740.00	56,952.00
DISPATCHER	54,740.00	54,740.00	56,952.00
DISPATCHER	49,097.00	49,097.00	48,418.00
DISPATCHER*	44,575.00	44,575.00	47,456.00
HOLIDAYS	21,000.00	21,000.00	15,000.00
SUB TOTALS - DISPATCHERS	334,224.00	334,224.00	338,030.00
PART-TIME	36,900.00	36,900.00	40,000.00
OVERTIME	46,700.00	46,700.00	53,135.00
TOTAL DISPATCH	417,824.00	417,824.00	431,165.00

**FIRE**

FIRE CHIEF	85,394.00	88,371.00	88,721.00
SECRETARY	49,339.00	49,339.00	51,017.00
SUB TOTAL ADMINISTRATION	134,733.00	137,710.00	139,738.00
FIREFIGHTER/CAPTAIN	72,113.00	72,113.00	74,204.00
FIREFIGHTER/CAPTAIN	72,374.00	72,374.00	72,985.00
FIREFIGHTER/CAPTAIN	70,904.00	70,904.00	72,985.00
FIREFIGHTER	61,260.00	61,260.00	62,465.00
FIREFIGHTER	60,481.00	60,481.00	51,352.00
FIREFIGHTER	61,520.00	61,520.00	62,725.00
FIREFIGHTER	61,410.00	61,410.00	63,505.00
FIREFIGHTER	61,830.00	61,830.00	63,245.00
FIREFIGHTER	61,780.00	61,780.00	63,235.00
SUB TOTAL REGULAR SALARIES	583,672.00	583,672.00	586,701.00
RESERVE/SEASONAL	22,224.00	22,224.00	22,224.00
OVERTIME	174,777.00	174,777.00	204,569.00
FIRE CALL	87,622.00	87,622.00	87,622.00
TOTAL FIRE	1,003,028.00	1,006,005.00	1,040,854.00

**EMERGENCY MANAGEMENT**

PART-TIME	5,000.00	5,000.00	5,000.00
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**HIGHWAY**

ROAD COMMISSIONER	79,500.00	79,500.00	79,500.00
CREW CHIEF	52,137.00	52,137.00	53,384.00
MECHANIC	67,230.00	67,230.00	71,662.00
EQUIPMENT OPERATOR 1	47,867.00	47,867.00	49,487.00
EQUIPMENT OPERATOR 2	47,439.00	47,439.00	48,543.00
EQUIPMENT OPERATOR 3	47,439.00	47,439.00	48,543.00
EQUIPMENT OPERATOR 4	44,003.00	44,003.00	47,495.00
EQUIPMENT OPERATOR 5	40,496.00	40,496.00	41,773.00
EQUIPMENT OPERATOR 6	40,367.00	40,367.00	41,983.00
EQUIPMENT OPERATOR 7	39,752.00	39,752.00	40,306.00
EQUIPMENT OPERATOR 8	38,775.00	38,775.00	40,102.00
SUBTOTAL REGULAR WAGES	545,005.00	545,005.00	562,778.00
RESERVE/SEASONAL	14,000.00	14,000.00	17,233.00
OVERTIME	45,000.00	45,000.00	50,000.00
GRAVESITE BEAUTIFICATION	19,900.00	19,900.00	16,500.00
TOTAL HIGHWAY	623,905.00	623,905.00	646,511.00

**TRANSFER STATION**

COORDINATOR	48,509.00	48,509.00	49,966.00
TRANSFER STATION 1	44,995.00	44,995.00	47,188.00
TRANSFER STATION 2	44,831.00	44,831.00	43,222.00
PART TIME	12,000.00	12,000.00	12,351.00
OVERTIME	4,000.00	4,000.00	10,000.00
TOTAL TRANSFER STATION*	154,335.00	154,335.00	162,727.00

**HARBOR**

HARBOR MASTER	59,920.00	62,627.00	62,877.00
DEPUTY HARBOR MASTER PART TIME	15,000.00	15,524.00	15,524.00
TOTAL HARBOR	74,920.00	78,151.00	78,401.00

**RECREATION**

RECREATION DIRECTOR	74,260.00	76,758.00	77,018.00
ASSISTANT REC. DIRECTOR	52,255.00	54,084.00	54,291.00
SECRETARY	36,332.00	37,974.00	38,124.00
SEASONAL	7,000.00	7,000.00	7,000.00
PROGRAM/ACTIVITIES COORDINATOR	16,566.00	17,264.00	17,384.00
MAINTENANCE GROUNDSKEEPER	42,130.00	44,033.00	44,209.00
OVERTIME	3,000.00	3,000.00	3,000.00
TOTAL RECREATION	231,543.00	240,113.00	241,026.00

**LIBRARY**

LIBRARY DIRECTOR	61,692.00	64,490.00	64,737.00
ASST. DIRECTOR	47,663.00	49,825.00	50,016.00
CIRCULATION COORDINATOR	42,476.00	27,371.00	27,371.00
ADULT SERVICES LIBRARIAN	37,148.00	43,313.00	43,479.00
LIBRARY CATALOGER	38,582.00	44,539.00	44,710.00
LIBRARY ADMINISTRATIVE ASSISTANT	25,883.00	32,855.00	32,855.00
LIBRARY ASSISTANT	28,825.00	30,132.00	30,132.00
LIBRARY ASSISTANT	17,472.00	23,686.00	23,686.00
LIBRARY ASSISTANT	11,863.00	16,292.00	16,292.00
LIBRARY MAINTENANCE	21,183.00	22,860.00	22,860.00
SEASONAL	6,550.00	0.00	0.00
TOTAL LIBRARY	339,337.00	355,363.00	356,138.00

<b>CABLE TV STUDIO WORKERS</b>	5,800.00	5,800.00	5,905.00
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**GENERAL GOVERNMENT**

SELECTMEN	5,000.00	5,000.00	5,000.00
FACILITIES MANAGER	42,489.00	42,489.00	47,118.00
FACILITIES MANAGER OVERTIME	2,000.00	2,000.00	2,000.00
TOTAL GENERAL GOVERNMENT	49,489.00	49,489.00	54,118.00

**TRANSPORTATION CENTER**

HOSTS	24,625.00	25,487.00	26,121.00
MAINTENANCE	10,660.00	11,666.00	13,822.00
TOTAL TRANSPORTATION CENTER	35,285.00	37,153.00	39,943.00

<b>WAGE AND SALARY ADJUSTMENT</b>			100,000.00
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<b>WAGE AND SALARY BAL AFTER ADJUSTMENTS</b>		89,741.00	
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<b>GRAND TOTAL</b>	6,314,454.00	6,469,850.00	6,721,356.00
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**TABLE 4  
FY 2020 OPERATING EXPENSES BUDGET SUMMARY**

<u>OPERATIONS</u>	<u>FY 19 APPROVED</u>	<u>FY 19 REVISED</u>	<u>FY 20 PROPOSED</u>	<u>CHANGE</u>		<u>NOT FUNDED BY TAXES</u>
				<u>PROPOSED TO REVISED</u>	<u>FUNDED BY TAXES</u>	
<b><i>BOARDS &amp; COMMITTEES</i></b>						
CONSERVATION BOARD	3,700.00	3,700.00	5,000.00	1,300.00	5,000.00	
TOTAL BOARDS	3,700.00	3,700.00	5,000.00	1,300.00	5,000.00	0.00
<b><i>BEACH AND HARBOR</i></b>						
HARBOR MASTER	33,798.00	33,798.00	32,598.00	-1,200.00	32,598.00	
TOTAL BEACH AND HARBOR	33,798.00	33,798.00	32,598.00	-1,200.00	32,598.00	0.00
<b><i>DEBT SERVICE</i></b>						
BOND REPAYMENT	1,262,081.00	1,262,081.00	1,015,488.00	-246,593.00	865,488.00	150,000.00
<b><i>GENERAL GOVERNMENT</i></b>						
TOWN CLERK	35,550.00	35,550.00	38,450.00	2,900.00	38,450.00	
ADMINISTRATION	80,572.00	80,572.00	81,792.00	1,220.00	81,792.00	
ASSESSOR	27,200.00	27,200.00	27,100.00	-100.00	27,100.00	
TOWN MANAGER	140,086.00	140,086.00	161,313.00	21,227.00	161,313.00	
GENERAL GOVERNMENT	397,372.00	397,372.00	411,000.00	13,628.00	411,000.00	
CABLE TV STUDIO	18,000.00	18,000.00	20,895.00	2,895.00	20,895.00	
PLANNING	18,900.00	23,900.00	19,852.00	-4,048.00	19,852.00	
CODE ENFORCEMENT	29,000.00	29,000.00	29,350.00	350.00	29,350.00	
IT INFRASTRUCTURE	287,311.00	287,311.00	308,200.00	20,889.00	308,200.00	
INFORMATION CTR	45,218.00	45,218.00	46,435.00	1,217.00	46,435.00	
BENEFITS & INSURANCE	2,082,148.00	2,082,148.00	2,128,095.00	45,947.00	2,128,095.00	
PROPERTY & LIABILITY	480,804.00	480,804.00	584,428.00	103,624.00	584,428.00	
HUMAN RESOURCES	37,460.00	37,460.00	60,310.00	22,850.00	60,310.00	
TRANSPORTATION CENTER	32,308.00	32,308.00	34,165.00	1,857.00	34,165.00	
TOTAL GEN GOVERNMENT	3,711,929.00	3,716,929.00	3,951,385.00	234,456.00	3,951,385.00	0.00
<b><i>PUBLIC SAFETY</i></b>						
POLICE	494,100.00	589,704.00	568,850.00	-20,854.00	568,850.00	
FIRE	284,600.00	313,203.00	310,100.00	-3,103.00	310,100.00	
DISPATCH	126,780.00	126,780.00	136,630.00	9,850.00	136,630.00	
EMA	66,400.00	75,719.00	80,200.00	4,481.00	80,200.00	
ANIMAL CONTROL	16,150.00	16,150.00	16,150.00	0.00	16,150.00	
WEMS	215,000.00	238,000.00	315,000.00	77,000.00	315,000.00	
TOTAL PUBLIC SAFETY	1,203,030.00	1,359,556.00	1,426,930.00	67,374.00	1,426,930.00	0.00

***PUBLIC WORKS***

PUBLIC WORKS	549,200.00	549,200.00	688,800.00	139,600.00	688,800.00	
PUBLIC WORKS BUILDINGS*	39,400.00	39,400.00	0.00	-39,400.00	0.00	
TRANSFER STATION	333,900.00	333,900.00	372,600.00	38,700.00	372,600.00	
<b>TOTAL PUBLIC WORKS</b>	<b>922,500.00</b>	<b>922,500.00</b>	<b>1,061,400.00</b>	<b>138,900.00</b>	<b>1,061,400.00</b>	<b>0.00</b>

***EDUCATION & LEISURE***

RECREATION	54,900.00	54,900.00	54,800.00	-100.00	54,800.00	
LIBRARY	109,480.00	110,467.00	118,223.00	7,756.00	118,223.00	
WELLS ACTIVITY CENTER	21,876.00	21,876.00	21,785.00	-91.00	21,785.00	
<b>TOTAL EDUCATION &amp; LEISURE</b>	<b>186,256.00</b>	<b>187,243.00</b>	<b>194,808.00</b>	<b>7,565.00</b>	<b>194,808.00</b>	<b>0.00</b>

***SOCIAL SERVICES***

GRANTS	116,219.00	116,219.00	93,750.00	-22,469.00	93,750.00	
<b>TOTAL SOCIAL SERVICES</b>	<b>116,219.00</b>	<b>116,219.00</b>	<b>93,750.00</b>	<b>-22,469.00</b>	<b>93,750.00</b>	<b>0.00</b>

<b>GRAND TOTAL</b>	<b>7,439,513.00</b>	<b>7,602,026.00</b>	<b>7,781,359.00</b>	<b>179,333.00</b>	<b>7,631,359.00</b>	<b>150,000.00</b>
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**Note \***

Funding for Public Works Buildings has been added to Public Works to consolidate accounts.

**TABLE 5  
CIP FUNDING PROGRAM**

	EXISTING FUND	Balance @ 3/29/19	CIP FY 20 Proposed	CIP FY 20 Approp.	Proposed From					
					Taxes	Undistributed			Use of	
						Budget	Reserves	Revenues	Enterprise Funds	
<b>Buildings and Building Improvements</b>										
<b>Sub Total- Building Improvements</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Conservation</b>										
Conservation - Land Acquisition + Maint.	0705	190,986.07	100,000.00	20,000.00	100,000.00					
<b>Sub Total- Conservation</b>			<b>100,000.00</b>	<b>20,000.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Vehicles</b>										
Code - Additional Vehicle	0827	62,048.70		27,000.00						
Fire - Tower Truck	0703	448,724.58	200,000.00			200,000.00				
Fire - Utility 9 Replacement	0703	448,724.58	25,000.00		25,000.00					
Highway - Equipment Reserve	0701	452,380.15	318,086.00	811,500.00		50,000.00	268,086.00			
Highway - Transfer Station Loan Repay	0701	452,380.15	77,500.00		77,500.00					
WEMS - Ambulance	0715	175.85	80,000.00		80,000.00					
<b>Sub Total- Vehicles</b>			<b>700,586.00</b>	<b>838,500.00</b>	<b>182,500.00</b>	<b>250,000.00</b>	<b>268,086.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Technology Plan</b>										
Fire - Workstation Replacement	0740	419,157.77	28,000.00	28,000.00	28,000.00					
IT - Tech Committee	0830	44,286.11	2,500.00		2,500.00					
Planning - GIS Collection	0830	44,286.11	14,000.00	14,000.00			14,000.00			
Town Manager - Central Server Room	0740	419,157.77	125,000.00	125,000.00	105,000.00		20,000.00			
<b>Sub Total- Technology Plan</b>			<b>169,500.00</b>	<b>167,000.00</b>	<b>135,500.00</b>	<b>0.00</b>	<b>34,000.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Infrastructure</b>										
Harbor - Floats	0013	52,880.75	20,000.00	20,000.00	20,000.00					
Highway - Infrastructure	0708	597,439.06	300,000.00	300,000.00	200,000.00	100,000.00				

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Highway - Paving/Culverts& Bridges	0723	108,083.10	1,000,000.00	1,000,000.00		800,000.00		200,000.00	
Highway - Sidewalk Reserve Funding	0704	167,931.00	75,000.00	75,000.00	75,000.00				
Police - Radio Tower Purchase	0742	115,190.32	521,500.00	623,000.00		241,500.00	280,000.00		
<b>Sub Total- Infrastructure</b>			<b>1,916,500.00</b>	<b>2,018,000.00</b>	<b>295,000.00</b>	<b>1,141,500.00</b>	<b>280,000.00</b>	<b>200,000.00</b>	<b>0.00</b>
<b>Equipment</b>									
Fire - Copier	0734	93,340.39	9,200.00	9,200.00	9,200.00				
Fire - SCBA Breathing Apparatus Replacement	0734	39,340.39	30,000.00		30,000.00				
Fire - SCBA Bottles	0734	39,340.39	20,000.00	20,000.00	20,000.00				
Fire - Turnout Gear	0734	39,340.39	85,000.00	85,000.00	85,000.00				
Police/Fire - Snow Removal Equipment	New	0.00	60,000.00	60,000.00			60,000.00		
WEMS- Major Medical Devices	0735	55,804.15	20,000.00	42,000.00	20,000.00				
<b>Sub Total- Equipment</b>			<b>224,200.00</b>	<b>216,200.00</b>	<b>164,200.00</b>	<b>0.00</b>	<b>60,000.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Other</b>									
Assessing - Revaluation	0744	25,000.00	15,000.00		15,000.00				
Harbor - Future Dredge Funding	0805	60,000.00	30,000.00		30,000.00				
Highway - Crosswalk Lights	0739	100,923.07	6,000.00	12,000.00	6,000.00				
Town Manager - Comp Plan Update	0739	100,923.07	50,000.00	50,000.00			50,000.00		
Town Manager - Garage Solar Panel Buy-out	0745	30,000.00	10,000.00		10,000.00				
Town Manager - Way Finder Year 3	0739	100,923.07	25,000.00	25,000.00					25,000.00
<b>Sub Total - Other</b>			<b>136,000.00</b>	<b>87,000.00</b>	<b>61,000.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>25,000.00</b>
<b>Grand Total</b>									
			<b>3,246,786.00</b>	<b>3,346,700.00</b>	<b>938,200.00</b>	<b>1,391,500.00</b>	<b>692,086.00</b>	<b>200,000.00</b>	<b>25,000.00</b>
<b>FY 2019 Totals</b>									
			<b>2,430,500.00</b>	<b>2,059,500.00</b>	<b>1,077,745.00</b>	<b>983,005.00</b>	<b>100,750.00</b>	<b>200,000.00</b>	<b>69,000.00</b>
Difference									
			816,286.00	1,287,200.00	-139,545.00	408,495.00	591,336.00	0.00	-44,000.00

**TABLE 6  
FY 2020 ENTERPRISE FUNDS**

**FY 20 PROJECTION**

BEACH OPERATIONS ENTERPRISE

BEACH REVENUE	571,000.00	<b>Note A</b>
BEACH SALARIES	318,120.00	
BEACH OPERATIONS	279,469.00	
CIP FUND EXPENDITURES	25,000.00	
TRANSFER TO SPECIAL RESERVE	25,000.00	

RECREATION PROGRAM ENTERPRISE

PROGRAM REVENUE	540,500.00	<b>Note B</b>
PROGRAM SALARIES	215,006.00	
PROGRAM OPERATIONS	303,511.00	
CIP PROJECT EXPENDITURES	31,000.00	
SECURITY SYSTEM	19,000.00	
FENCING	12,000.00	
DESIGNATE ENTERPRISE FUNDS	141,800.00	
FOR FUTURE CIP PROJECTS		
PUBLIC BATHROOM RENOVATION	9,000.00	
VEHICLE/STORAGE GARAGE	12,500.00	
SECURITY SYSTEM	7,500.00	
REPLACE MOWER	5,000.00	
REPLACE TRACTOR	7,300.00	
TENNIS COURT OVERHAUL	50,000.00	
BURNT MILL PARKING LOT	30,000.00	
DUMP TRUCK	8,500.00	
REPLACE 2 15 PASSENGER VANS	12,000.00	

**Note A**

The Selectmen created the Beach Enterprise in FY 13. An Enterprise Fund is self-supporting, that is, Revenues cover all Operating Expenses. The Revenue for the Beach Operations Fund comes from the sale of beach passes and parking at the Municipal lots. The Expenses will be to maintain the beach, beach restrooms, lifeguard operations, the parking lots, and the cost of the pay and display meters. The Salaries for Restroom Cleaning, Parking Lot Attendants, Lifeguards and Piping Plovers are funded from the Beach Operations Enterprise.

**Note B**

The Selectmen under the authority of the Town Charter created a Recreation Program Enterprise Fund for FY 14. The Revenue for the Recreation Program Enterprise will be from enrollment in Recreation Programs. The Expenses will be to run the advertised Recreation Programs. The Salaries for the Recreation Program Seasonal Staff and Before/After Care Program are paid by the Recreation Program Enterprise Fund. The Recreation Enterprise also designates funds toward Future CIP Project.

**TABLE 7  
ENTERPRISE CAPITAL IMPROVEMENT PROGRAM**

	EXISTING	Balance	CIP FY 20	CIP FY 20	Proposed From				
					FUND	3/29/2019	Allocate	Spend	Taxes
			for	from				Revenues	Funds
			Expense	Fund		Budget			
<b><u>Buildings and Building Improvements</u></b>									
Recreation - Public Bathroom Reno	0505	493,306.95	9,000.00						9,000.00
Recreation - Vehicle/Storage Garage	0505	493,306.95	12,500.00						12,500.00
<b>Sub Total- Building Improvements</b>			<b>21,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>21,500.00</b>
<b><u>Conservation</u></b>									
<b>Sub Total- Conservation</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Vehicles</u></b>									
Recreation - 15 Passenger Van Replacement	0505	493,306.95	12,000.00						12,000.00
Recreation - Dump Truck Replacement	0505	493,306.95	8,500.00						8,500.00
<b>Sub Total- Vehicles</b>			<b>20,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,500.00</b>
<b><u>Technology Plan</u></b>									
<b>Sub Total- Technology Plan</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Infrastructure</u></b>									
Recreation - Tennis Court Overhaul	0505	493,306.95	50,000.00						50,000.00
Recreation - Burnt Mill Parking Lot	0505	493,306.95	30,000.00						30,000.00
Recreation - Fencing	0505	493,306.95		12,000.00					
<b>Sub Total- Infrastructure</b>			<b>80,000.00</b>	<b>12,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>80,000.00</b>

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							<b>Proposed From</b>		
	<b><u>EXISTING</u></b>	<b><u>Balance</u></b>	<b><u>CIP FY 20</u></b>	<b><u>CIP FY 20</u></b>		<b><u>Undistributed</u></b>			
	<b><u>FUND</u></b>	<b><u>3/29/2019</u></b>	<b><u>Allocate</u></b>	<b><u>Spend</u></b>	<b><u>Taxes</u></b>	<b><u>Budget</u></b>	<b><u>Reserves</u></b>	<b><u>Use of</u></b>	<b><u>Enterprise</u></b>
			<b><u>for</u></b>	<b><u>From Fund</u></b>				<b><u>Revenues</u></b>	<b><u>Funds</u></b>
			<b><u>Expense</u></b>						
<b><u>Equipment</u></b>									
Recreation - Security System @ Walter Marsh	0505	493,306.95	7,500.00	19,000.00					7,500.00
Recreation - Mower Replacement	0505	493,306.95	5,000.00						5,000.00
Recreation - Tractor Replacement	0505	493,306.95	7,300.00						7,300.00
<b>Sub Total- Equipment</b>			<b>19,800.00</b>	<b>19,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>19,800.00</b>
<b><u>Other</u></b>									
<b>Sub Total - Other</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Grand Total</b>			<b>141,800.00</b>	<b>31,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>141,800.00</b>
<b>FY 2019 Totals</b>			<b>7,500.00</b>	<b>88,500.00</b>					<b>7,500.00</b>
Difference			134,300.00	-57,500.00	0.00	0.00	0.00	0.00	134,300.00

**Background Notes for both Additions to funds (Proposed) and Expenditures (Appropriations) from funds.**

**Conservation Commission**

- 1) **Conservation – Land Acquisition and Maintenance (0705)** - The Conservation Commission annual request for funds to be added to this account for potential open space land purchases. Request asks that up to \$20,000.00 of the reserve fund balance be allocated for the maintenance of conservation lands. The fund balance in 0705 as of March 29, 2019 is \$190,986.07. The Proposed Amount requested is \$100,000.00 and the Expended Amount requested is \$20,000.00.

**Vehicles**

- 1) **Code Enforcement – Additional Vehicle (0827)** – The request is to purchase an all-wheel drive vehicle for the Code Enforcement Office. This would be a second vehicle for the office. The Code Office currently has a 2012 Juke that has over 80,000 miles and has started needing more service. The office also needs the second vehicle for additional inspections, consultations and reviews to be conducted in a timely manner. The fund balance of 0827 as of March 29, 2019 is \$62,048.70. The Expended Amount requested is \$27,000.00.
- 2) **Fire Department – Fire Truck Reserve (0703)** – The Fire Chief requests that future funding be put into the fund for the anticipated future replacement of the Ladder Tower Truck. The current Tower Truck is a 2000 and has an average life expectancy of ten to twenty years. The fund balance of 0703 as of March 29, 2019 is \$448,724.58. The Proposed Amount requested is \$200,000.00.
- 3) **Fire Department – Utility 9 Replacement (0703)** – The Fire Chief is requesting to set aside funding for the future replacement of the Utility 9. The fund balance of 0703 as of March 29, 2019 is \$448,724.58. The Proposed Amount requested is \$25,000.00.
- 4) **Highway – Equipment Reserve (0701)** – The Highway Department seeks to add funds to the Highway Equipment Reserve to be used toward vehicle and equipment purchases. The Highway Department also seeks authorization for the following purchases: a) replace a 1995 John Deer Loader with equivalent loader with forks; b) replace a 2004 Trackless Roadside Mower and Mower Head with equivalent machine and mower head; c) replace a 2004 GMC C8500 Wheeler and snow removal set-up with a smaller more versatile truck with a plow, wing and sander; d) replace a Ford Ranger with an F250; e) replace a walker mower; f) purchase a backhoe to replace the backhoe with forks that was given to the Transfer Station when it was reorganized; g) replace a 2012 GMC 2500 with an F350 and plow.  
The fund balance of 0701 as of March 29, 2019 is \$452,380.15. The Proposed Amount requested is \$318,086.00. The Expended Amount requested is \$811,500.
- 5) **Highway – Transfer Station Enterprise Loan Repayment to Equipment Reserve Fund (0701)** – Repayment of \$155,000 loan awarded by the Board of Selectmen to the Transfer Station to pay for Leaseholder Improvements. The loan used funding that was in the Highway Equipment Reserve for the purpose of future equipment and vehicles. With the Transfer Station Enterprise being closed at the end of the fiscal year the loan needs to be repaid. The request is to repay the loan over a two year period. The fund balance of 0701 as of March 29, 2019 is \$452,380.15. The Proposed Amount requested is \$77,500.00.
- 6) **WEMS Ambulance (0715)** - Proposed annual addition to this fund for future ambulance replacement. The fund balance of 0715 as of March 29, 2019 is \$175.85. The Proposed Amount requested is \$80,000.00.

**Technology Plan**

- 1) **Fire – Workstation Replacement (0740)** – The Fire Chief requests to replace the 10 aging workstations and monitors. The fund balance of 0740 is \$419,157.77. The Proposed Amount requested is \$28,000.00 and the Expended Amount requested is \$28,000.00.
- 2) **IT - Tech Committee (0830)** - The Technology Reserve account provides a self-funded computer equipment repair and replacement fund. It also funds enhancements and maintenance of the Town’s GIS program. The fund balance of 0830 as of March 29, 2019 is \$44,286.11. The Proposed and Expended Amount requested is \$2,500.00.
- 3) **Planning – GIS Collection (0830)** – This project will establish the ability of the town Planning Department to internally gather important Public Works Department and engineering features such as drainage pipe and catch basins in an accurate manner on a separate GIS layer which can be installed on the Town’s GIS program for use by staff in daily work. The fund balance of 0830 as of March 29, 2019 is \$44,286.11. The Proposed and Expended Amount requested is \$14,000.00.
- 4) **Town Manager – Central Server Room (0740)** – The Town Manager requests funds for the future move of the Town Hall server room to the future public safety facility. The current server room at Town Hall was not built for the amount of equipment in the room. The future server room will be a designated room and will be designed to hold the

servers for the Town. The money in the request is for the equipment that will be needed in the central server room. The fund balance of 0740 is \$419,157.77. The Proposed Amount and Expended Amount requested is \$125,000.00.

### **Infrastructure**

- 1) **Harbor Master – Floats (0013)** – The Harbor Master wishes to continue with a strategic maintenance and replacement program for harbor floats. The plan calls for yearly triage to assess what floats need replacing and what can be patched, refastened, or repaired. The fund balance of 0013 as of March 29, 2019 is \$52,880.75. The Proposed and Expended Amount requested is \$20,000.00.
- 2) **Highway - Infrastructure (0708)** – Request is to add funds and expend funds for large infrastructure related projects. Large projects remain and the list continues to grow. Those projects a) 9B MaineDOT/Town Overlay Combine Project; b) Furbish Road (Rte One down thru Marsh and pave shoulders; c) Harbor Rd FLAP Grant Local Match; d) traffic light install at Rte 9A and intersection improvement share at 109/9; e) Eldridge Rd drainage in Marsh to Seawall; e) Coles Hill Bridge; and f) three large road culverts identified by MaineDOT for repairs. The balance of fund 0708 as of March 29, 2019 is \$597,439.06. The Proposed and Expended Amount requested is \$300,000.00.
- 3) **Highway - Paving/Culverts and Bridges (0723)** - The Public Works Director has a long list of paving projects and additional surface coats to streets previously reconstructed. The fund balance of 0723 as of March 29, 2019 is \$108,083.10. These funds have also been identified to meet paving, culverts and bridge needs. The Proposed and Expended Amount requested is \$1,000,000.00.
- 4) **Highway – Sidewalk Reserve Funding (0704)** – Request is to add additional funds to the reserve to cover anticipated future projects. The future funding will be used to create safe pedestrian environments and upgrade crosswalks to be ADA compliant. The request also asks to release funds to complete anticipated future projects that become ready for sidewalk work in FY 2020. The fund balance of 0704 as of March 29, 2019 is \$167,931.00. The Proposed and Expended Amount requested is \$75,000.00.
- 5) **Police – Radio Tower Purchase (0742)** – Request is for the funding to complete the three tower project. The proposed tower locations are at Public Safety Facility, Public Works and College Drive. Included are the purchase of three towers, lease three UHF repeater systems, relocate three VHF repeaters, interface VHF and UHF repeaters at all sites, and lease UHF voter receivers for each site. The fund balance of 0742 as of March 29, 2019 is \$115,190.32. The Proposed Amount requested is \$521,500. The Expended Amount requested is \$623,000.00.

### **Equipment**

- 1) **Fire – Copier (0734)** – Request is for the purchase of a copier for the department. The fund balance of 0734 as of March 29, 2019 is \$93,340.39. The Proposed Amount and Expended Amount requested is \$9,200.00.
- 2) **Fire – SCBA Replacement 2026 (0734)** – Request is an addition to the fund for the incremental replacement funding for firefighter SCBA breathing apparatus. The apparatus are approaching 20 years of service. Future replacement in 2026 would require \$350,000. The fund balance of 0734 as of March 29, 2019 is \$39,340.39. The Proposed Amount requested is \$30,000.00.
- 3) **Fire – SCBA Bottles (0734)** – Request is for the future replacement of Self Contained Breathing Apparatus Bottles. The bottles have a mandatory 15 year remove from service. The fund balance of 0734 as of March 29, 2019 is \$39,340.39. The Proposed Amount and Expended Amount requested is \$20,000.00.
- 4) **Fire – Turnout Gear (0734)** – Request is to purchase 25 complete sets of firefighter protective gear (\$3,400 per set). Set includes coat, pant, helmet, boots, gloves and protective hood. The fund balance of 0734 as of March 29, 2019 is \$39,340.39. The Proposed Amount and Expended Amount requested is \$85,000.00.
- 5) **Police/Fire – Snow Removal Equipment (New)** – Request is to purchase a skid steer with a general purpose bucket, snow pusher and snow blower to be utilized for snow removal at the new public safety facility. A new fund called Police Vehicles or Equipment will be created. The fund balance as of March 29, 2019 is \$0.00. The Proposed and Expended Amount requested is \$60,000.00.
- 6) **WEMS – Major Medical Devices (0735)** – Proposed addition for future replacement purchase. Future purchases could include cardiac monitors/AED's, ambulance stretchers, mechanical CPR devices, video laryngoscopes, or IV pumps. The department plans to purchase three mechanical CPR devices in FY 2020. The fund was established in FY10 as EKG/Defib and is being renamed to Major Medical Devices in this budget year. The fund balance of 0735 as of March 29, 2019 is \$55,804.15. The Proposed Amount requested is \$20,000.00. The Expended Amount requested is \$42,000.00.

### **Other**

- 1) **Assessing – Revaluation (0744)** – The Town revaluation in 2013 cost around \$200,000.00. The Assessor requests to set aside funds over the next four years for a future revaluation. The fund balance of 0744 as of March 29, 2019 is \$25,000.00. The Proposed Amount requested is \$15,000.00.

- 2) **Harbor – Future Dredge Funding (0805)** – Request is to start saving funding for a future Federal dredge for the areas in the harbor that the Town is responsible for. Those areas include the boat ramp, mooring basin and the frontage on Eastern Shore. To save money the Town will try and piggyback with the Army Corp to save mobilization fees of the dredge equipment. The fund balance of 0805 as of March 29, 2019 is \$60,000.00. The Proposed Amount requested is \$30,000.00.
- 3) **Highway – Crosswalk Lights (0739)** – Continuation of a project to purchase and install radio controlled solar powered LED crosswalk lights as seen on Route 1 at the Post Office Crosswalk. The fund balance of 0739 as of March 29, 2019 is \$100,923.07. The Proposed Amount requested is \$6,000.00. The Expended Amount requested is \$12,000.00.
- 4) **Town Manager – Comp Plan Update (0739)** – Request is to commence an update to the out of date 2005 Comprehensive Plan that will give direction for the community for 10 years into the future. The proposed update will take several years with a consultant to get it approved using hearings, public forums and surveys to obtain feedback. The fund balance of 0739 is \$100,923.07. The Proposed and Expended Amount requested is \$50,000.00.
- 5) **Town Manager – Garage Solar Panel Buy-out (0745)** – This project is to establish a fund with annual contributions to allow the Town to early purchase solar systems as they become available from their Power Purchase Agreement. Presently the Town has one solar system on the old Town Garage that can be purchased for \$39,000.00 in FY 2022. The fund balance of 0745 as of March 29, 2019 is \$30,000.00. The Proposed Amount requested is \$10,000.00.
- 6) **Town Manager – Town-wide Way Finder (0739)** – The Wayfinder Project Committee has started work following project development budgeting over the last two years. A consultant is working currently with the Committee which will lead into a Wayfinder Product Signage Plan for Fabrication. The Fabrication phase will take the next 2-3 years to complete. A Fabricator Company will provide the signage or products that will be installed. The fund balance of 0739 as of March 29, 2019 is \$100,923.07. The Proposed Amount and Expended Amount requested is \$25,000.00.

**Background Notes for both Allocations for Future Expense and Expenditures in the Budget Year from funds in Enterprise Funds.**

**Building and Building Improvements**

- 1) **Recreation – Public Restroom Renovations (0505)** – The public bathrooms at the Walter Marsh Recreation Area were built in 1995 and are in need of renovations after 23 years of wear and tear. The fund balance of 0505 as of March 29, 2019 is \$493,306.95. The Amount to Allocate for Future Expense is \$9,000.00.
- 2) **Recreation – Vehicle/Storage Garage (0505)** – An additional storage garage is needed to store the Recreation vehicles and additional program supplies needed to run year round programs. The fund balance of 0505 as of March 29, 2019 is \$493,306.95. The Amount to Allocate for Future Expense is \$12,500.00.

**Vehicles**

- 7) **Recreation – 15 Passenger Van Replacement (0505)** – Request is to allocate funding in the Enterprise Fund for the future replacement of two 15 passenger vans. The fund balance of 0505 as of March 29, 2019 is \$493,306.95. The Amount to Allocate for Future Expense is \$12,000.00.
- 8) **Recreation – Dump Truck Replacement (0505)** – Request is to allocate funding in the Enterprise Fund for the future replacement of a dump truck. The fund balance of 0505 as of March 29, 2019 is \$493,306.95. The Amount to Allocate for Future Expense is \$8,500.00.

**Infrastructure**

- 6) **Recreation – Tennis Court Overhaul (0505)** – This request is to add funding for the future overhaul of the tennis courts. The fund balance of 0505 as of March 29, 2019 is \$493,306.95. The Amount to Allocate for Future Expense is \$50,000.00.
- 7) **Recreation – Burnt Mill Parking Lot (0505)** – This request is to add funds for a new parking lot at corner of Burnt Mill and Route 9A. The fund balance of 0505 as of March 29, 2019 is \$493,306.95. The Amount to Allocate for Future Expense is \$30,000.00.
- 8) **Recreation – Fencing (0505)** – Request is for new fencing and to repair old fencing at Walter Marsh Recreation Area needed for safety at the park. The fund balance of 0505 as of March 29, 2019 is \$493,306.95. The Fiscal Year Expenditure Amount requested is \$12,000.00.

**Equipment**

- 1) **Recreation – Security System (0505)** – The security system at the Recreation Park on Rte 9A needs to be upgraded and two new cameras need to be installed for surveillance of the playground and ball fields. The fund balance of 0505 as of March 29, 2019 is \$493,306.95. The Fiscal Year Expenditure Amount requested is \$19,000.00. The Amount to Allocate for the Expense is \$7,500.00. In a past budget \$11,500.00 was previously set aside for the project.
- 2) **Recreation – Mower Replacement (0505)** – The current mower will need to be replaced in the next 5 years. This request is to set aside funds for the future replacement. The fund balance of 0505 as of March 29, 2019 is \$493,306.96. The Amount to Allocate for Future Expense is \$5,000.00.
- 3) **Recreation – Tractor Replacement (0505)** – The current tractor will need to be replaced in the next 5 years. This request is to set aside funds for the future replacement. The fund balance of 0505 as of March 29, 2019 is \$493,306.96. The Amount to Allocate for Future Expense is \$7,300.00.

## TOWN MANAGER'S BUDGET MESSAGE

### BACKGROUND

The Town Meeting procedure is set forth in the Town Charter under Article VII, Section 7.08. Specifically, registered voters will be asked to cast their ballots on Tuesday, June 11, 2019 from 8 AM to 8 PM, at the WOCSD Junior High School Gymnasium on Route One or voters may request an absentee ballot from the Town Clerk's Office.

### PROPOSED BUDGET – Fiscal Year 2020 (July 1, 2019 through June 30, 2020)

The Board of Selectmen established a budget guideline for FY'20 to be as conservative, but responsible as possible to the taxpayers in the development of the Town budget. I believe the Town Departments have accomplished that objective without undermining the level of services and needed capital maintenance, such as paving and infrastructure improvements. After months of work and review, the Board of Selectmen, Budget Committee, Town Staff, Committees and Community Organizations effectively met that goal. The FY'20 Budget process that started in October and ended with the Budget hearing on April 2, 2019 was extremely productive and professionally accomplished by Department Heads, Budget Committee and the Board of Selectmen. The coordination and number crunching was led by our Finance Director, who did a tremendous job with this budget and with the Town Finances in general with her Staff.

- The Outcome of the Budget is summarized as follows:
  - Gross Salaries are for Union and Non-Union Employees including Seasonal Hires = 5.54% Increase. The increase is tied in part to the four Union contracts. The projected increase for non-union is between 2-4% which is placed in the compensation reserve fund as non-union compensation adjustments are tied to a merit review process which takes into account the market average for these positions. Also the School Resource additional position voted in at last year's Town Meeting is placed in the salary line having an impact. Lastly regarding Salary articles, there is again a separate article for the Town Clerk. The article is presented as the Town Clerk is an elected official and the Board of Selectmen believe the voters should vote that compensation. No other employee is elected by the voters other than this position.
  - Gross Operating Expenses increased from FY'19 by 4.60%. The increase is due primarily to increases in costs to fringe benefits, utilities, the new Public Safety Complex coming online and WEMS operational request.
  - Standard Warrant Articles Funding requests remain level funded which are exposures to the town surplus account if they are needed for the described liabilities and employee expenses.
  - Capital Improvement Plan = Funding Reserve Accounts, capital items and projects is up by 45.85% primarily due to Increases in Equipment and vehicle scheduled purchases by WEMS, Police and Public Works.
  - Revenues to offset budget are projected to increase by 19.08%
  - Gross Budget rose by 9.42% over the previous year while the Net Budget increased by only 0.41%.

- Resulting in a LD-1 that is under our State tax cap by \$ (550,589.00)  
This means we are in compliance with the LD1 level of appropriation that is calculated for Wells for FY'19.

TOWN OF WELLS					
PROPOSED BUDGET VS LD-1					
FY 20					
	<u>FY 20</u>	<u>FY 19</u>	<u>VAR</u>	<u>%</u>	
				<u>CHANGE</u>	
SALARIES	\$ 6,721,356.00	\$ 6,368,574.00	\$ 352,782.00	5.54%	
OPERATING EXPENSES	\$ 7,781,359.00	\$ 7,439,513.00	\$ 341,846.00	4.60%	
WARRANT ARTICLES	\$ 1,386,492.00	\$ 2,248,815.00	\$ (862,323.00)	-38.35%	
CIP	\$ 6,593,486.00	\$ 4,490,000.00	\$ 2,103,486.00	46.85%	
TOTAL FUNDED BY TAXES	\$ 22,482,693.00	\$ 20,546,902.00	\$ 1,935,791.00	9.42%	
LESS REVENUE	\$ 11,813,978.00	\$ 9,921,254.00	\$ 1,892,724.00	19.08%	
NET	\$ 10,668,715.00	\$ 10,625,648.00	\$ 43,067.00	0.41%	
LD-1	\$ 11,219,304.00	\$ 10,670,422.00	\$ 548,882.00	5.14%	
OVER /(UNDER) LD-1	\$ (550,589.00)	\$ (44,774.00)	\$ (505,815.00)		
<b><u>OTHER KEY DATA</u></b>					
	<u>FY 20</u>	<u>FY 19</u>	<u>VAR</u>	<u>%</u>	
<b><u>CIP</u></b>				<u>CHANGE</u>	
PROPOSED(ADDITIONS)	\$ 3,246,786.00	\$ 2,430,500.00	\$ 816,286.00	33.59%	
APPROPRIATED( SPENDING)	\$ 3,346,700.00	\$ 2,059,500.00	\$ 1,287,200.00	62.50%	
<b><u>SURPLUS/EXPOSED FROM SURPLUS/RESERVES USAGE</u></b>					
SURPLUS	\$ 1,541,500.00	\$ 1,784,262.00	\$ (242,762.00)	-13.61%	
EXPOSE FROM SURPLUS	\$ 415,000.00	\$ 486,308.00	\$ (71,308.00)	-14.66%	
RESERVES	\$ 4,038,786.00	\$ 2,371,400.00	\$ 1,667,386.00	70.31%	
TOTALS	\$ 5,995,286.00	\$ 4,641,970.00	\$ 1,353,316.00	29.15%	
<b><u>PROPOSED MUNICIPAL TAX RATE</u></b>	\$ 3.34	\$ 3.29	\$ 0.05		
<b><u>PROPOSED OVERALL TAX RATE</u></b>	\$ 10.45	\$ 10.32	\$ 0.13		

- Projected Municipal Budget Tax increase reflects an increase of 1.64% or \$.05.
- County Budget is not complete, but the draft budget basically reflects an estimated tax rate increase of 2.17%. Because the County doesn't pass their budget until after the Town Warrant is printed we must estimate their increase.
- WOCS D Tax increased by 1.28%.
- Tax Rate is projected using a .5% increase in valuation at: \$3,190,581,878.
- Projected Property Tax Increase of 1.27% = \$10.45 or \$.13 over FY'19.

The use of Reserve Funds will continue in FY'20 to fund the budget in areas that will be reviewed by the Budget Committee and Selectmen. The policy of maintaining a target of 60-90 days of surplus to cover operational expenses is still met with this budget.

**Bonded Indebtedness In FY'20**

**The following is a summary of outstanding bonds payable: General Long-Term Debt:**

All Installment Debt (Notes, Mortgages, Credit CaADDRESS & TO WHOM PAYABLEPHONE NUMBER			ORIGINAL AMOUNT	ORIGINAL DATE	CURRENT BALANCE	INTEREST RATE(%)	MATURITY DATE	Principal	Interest	Total Due
<b>TOTAL FIXED CHARGES FY'20</b>										
BNY Mello	525 William Place	38th Fl	\$3,000,000	10/1/2013		2.73	11/1/2019	\$300,000	\$30,000	\$330,000
Roads	Pittsburg, PA	15259					5/1/2020		\$25,500	\$25,500
US Bank	Boston		\$14,250,000	10/1/2019		2.63	11/11/2019		\$274,287.50	\$274,287.50
							5/1/2020	\$274,287.50		\$274,287.50
<b>TOTAL FIXED CHARGES FY '20</b>								<b>\$574,288</b>	<b>\$329,788</b>	<b>\$904,075</b>
<b>TOTAL FIXED CHARGES FY19</b>								<b>\$430,000</b>	<b>\$832,081</b>	<b>\$1,262,081</b>
<b>Difference</b>										<b>(\$358,006)</b>

\*Seawall Last Payment in FY'19; Road Bond last Payment in FY'25 and Public Safety 2038

**New FY'20 Financial Warrant Articles include the following:**

**Hiring a 40 Hour Daytime Firefighter:** The Fire Department, through the Fire Chief, has expressed concern with the increased number of daytime calls and back to back calls that end up causing response problems as a result of insufficient staffing. This is the time of day that the Call Firefighters are at their thinnest in ability to respond because of work obligations and being out of town. Presently, there are three Staff Firefighters on a shift and the new position would provide a fourth person on a daytime shift during a five-day, 40-hour week in addition to the Chief.

**Authorization to Sell Municipal Land:** The Town purchased the 15-acre parcel on Route 109 for the primary site of the new Fire Substation complex. During the process of siting the building, it was determined that the land's site development cost would be expensive. Accordingly, the Board of Selectmen suggested investigating a possible less costly site at the Public Works parcel on Route 9, North Berwick Road. At a Special Town Meeting in November 2018, voters approved relocating the Fire Substation site if the Board of Selectman found it to be more cost effective and beneficial to do so. After conducting a siting analysis, it was determined by the Selectmen that the Public Works parcel was more cost effective and beneficial than the Route 109 site in the long-term. As a result, the location of the Fire Substation was moved to the Public Works parcel, which is currently under construction. The original site located on Route 109 is no longer required for the project and can be sold.

**Lease of Town Property for Solar Facilities:** Walden Renewables, a solar utility grade development company, approached the Wells Energy Committee following the Town's attendance at a Northeast Solar Conference in 2018, the purpose of which was for land owners to meet with solar developers to discuss land prospects and interest in developing utility grade projects. The Town representatives met with a dozen companies showcasing the parcels listed above. Only Walden Renewables followed up and met with the full Wells Energy Committee following the fall 2018 conference. Walden Renewables constructs and operates renewable energy projects, including solar facilities throughout the Northeast. Walden Renewables seeks to lease two Town-owned sites for a period of thirty years (with two possible five-year extensions). If this Article is approved, Walden Renewables intends to install arrays of solar photovoltaic panels, (which convert sunlight into electricity) on both sites, along with related equipment and infrastructure, for the purpose of generating clean electricity and/or energy storage in the range of 10-megawatts.

The two sites are: (1) the Town's 9B "Landfill Site," adjacent to the Maine Turnpike, which is approximately 47 acres; and (2) the "Gravel Pit Site," which is approximately 50 buildable acres located off the Crediford Road. Neither site is currently being used by the Town. The 9B Landfill has been a Brownfield Site on which this type of low impact development is encouraged. The Old Gravel Pits have been closed for decades and abut the Great Heath. Solar array development is low impact and environmentally friendly.

The annual rent for the Landfill Site would be the greater of \$10,000 or \$650 per acre. The annual rent for the Gravel Pit site would be the greater of \$20,000 or \$650 per acre. The annual rent for both sites would escalate at a rate of 2% per year. Additional rent would be charged in the event that Walden Renewals exercises the five-year extensions. Other income will be from taxes with payment of \$5,000 per megawatt AC of the licensed operating capacity, which for a 10-megawatt project would be approximately \$50,000 per year.

- **Articles 17 - 25 Zoning Amendments:** The Board of Selectmen with the Planning Board have reviewed housekeeping type amendments to the zoning ordinance that should be reviewed and can be found in the Warrant book in the Appendices.
- **Article 26 Zoning Amendment - Adult Business Establishments:** This amendment came at the last possible moment to be on the ballot from a business wanting to open on Route One that provided sales of adult merchandise which was considered inappropriate for the retail area and any other location in Wells. However, the Town Attorney citing constitution law cases indicated that the Town could not block adult business establishments and so the zoning amendment establishes the definition of adult business establishments and allows them only in the Light Industrial area of Town.

The Town Meeting Warrant Booklet is extremely informative regarding the budget. A great deal of appreciation goes to the Town Manager's Administrative Assistant for publishing the document, with help from many who have worked on the FY'20 Budget. Following the Town Meeting Vote, a FY'20 Work Plan is prepared and presented to the Board of Selectmen for acceptance. It is then published to the Website, available at Town Hall and updated quarterly.

## **PUBLIC HEARINGS**

The Board of Selectmen will be holding a formal public hearing on the proposed FY'20 Budget on April 2, 2019 and Informational sessions at their meetings on May 7 & 21, and June 4, 2019 at 7PM. Information on the Budget will also be available at the Town Offices, the Wells Public Library and the Town's website ([www.wellstown.org](http://www.wellstown.org)). I would encourage you to participate in the public informational sessions and vote in the Town Elections and Town Meeting Referendum on June 11th.

Jon Carter  
Town Manager

