

# WORKSHOP AGENDA

Mechanic Falls Planning Board  
May 18, 2020  
6:30pm



Zoom Meeting: <https://zoom.us/j/2092120488>  
Join By Phone: (312) 626-6799 (Meeting ID: 209-212-0488)

## Notice of Meeting Procedural Changes:

- The public may join via Zoom link or telephone. Their Mics will be muted, except during the public comment section of the meeting. To comment at this time meeting attendees can “raise their hand” via the Zoom app and they will be called on. After all hands are called on Admin will unmute lines to see if telephone attendees have comments. When making a comment please start with your Full Name and Address before making any comments.
- All votes of the Planning Board will be conducted and recorded as a Roll Call vote.
- Modifications to regular meeting procedures will expire 30 days after Gov Mills terminates the current State of emergency.

### I. Call Meeting to Order

Time: \_\_\_\_\_

### II. Pledge of Allegiance

### III. Roll Call

Members Absent: \_\_\_\_\_

### IV. General Reports

4.1	Minutes of April 20 & 21, 2020	Motion to Approve
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### V. Public Hearing

Notes:

5.1	Next Grid Site Rt.11	
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### VI. Old Business

Notes:

5.1	Next Grid Site Plan	
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### VII. New Business

Notes:

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### VIII. Ordinances

Notes:

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### IX. Adjourn

Time: \_\_\_\_\_ Next Meeting: (June 15th, 6:30pm – Second Floor Conference)

# **Mechanic Falls Planning Board Workshop**

## **Via Zoom**

### **April 20, 2020**

#### **MEMBERS PRESENT:**

Walter Goss-Vice Chair  
Paula Stotts  
Forrest Martin  
Lou Annance-absent

Jeremy Klar-absent  
Lou Goulet-Chair-absent  
Paula Bolduc

#### **STAFF PRESENT:**

Alan Plummer- CEO  
Zakk Maher- Town Manager  
Julie Ward- Town Clerk

- I. **Call Meeting to Order**
- II. **Pledge of Allegiance**
- III. **Roll Call**

Meeting was called to order by Walter Goss, Vice Chair at 6:38pm

#### **IV. General**

##### **4.1 Introduction: Alan Plummer CEO**

Town Manager Zakk Maher wanted to introduce our new Code Enforcement Officer. Alan Plummer introduced himself and gave a little history of his background.

Town Manager Zakk Maher also talked about clerks scanning in ordinances to system to get ready for Codification Process as well as looking into updated our Land use/ Zoning.

##### **4.2 Zoom Format/Questions**

Town Manager Zakk Maher touched base on how the Zoom meeting would work for Next Grid Solar review with AVCOG on 4/21.

#### **5.0 Adjourn**

adjourned at 7:03pm

# **Mechanic Falls Planning Meeting**

## **Via Zoom Meeting**

### **April 21, 2020**

#### **MEMBERS PRESENT:**

Walter Goss-Vice Chair  
Paula Stotts  
Forrest Martin  
Lou Annance-absent

Jeremy Klar-absent  
Lou Goulet-Chair-absent  
Paula Bolduc

#### **STAFF PRESENT:**

Alan Plummer-CEO  
Zakk Maher-Town Manager  
Julie Ward- Town Clerk

#### **OTHERS PRESENT:**

Shelly Norton-Avcog  
John Emery  
Nick Konstantoulakis

Kieth Bennett  
Rudy Kyllonen  
Gil Paquette

Daniel Serber

- I. Call Meeting to Order**
- II. Pledge of Allegiance**
- III. Roll Call**

Meeting was called to order at 6:41pm and we saluted the flag.

#### **IV. General Reports**

##### **4.1 Meeting Minutes**

Forrest Martin motioned to approved minutes for December 16, 2020 seconded by Paula Bolduc, all in favor so voted.

Walter Goss abstaining for the remainder of meeting due to conflict of interest.

Forrest Martin motioned for Paula Stotts to be interim chair, seconded by Paula Bolduc, Forrest Martin withdrew his motion.

Paula Scotts motioned for Paula Bolduc to be interim chair, seconded by Forrest Martin, all in favor so voted.

## V. Old Business

### 5.1 Next Grid Plan

Gil Paquette presenting the site plan for where the Solar Project would be. He worked with an Environmental Civil Engineer service to assist with design.

Within the plan there was a small piece of wetland with minimum impact. The PUC and DEP have been sent the assessment. The Storm Water application will be sent to the DEP with no major environmental impact. Gil Paquette stated the depth of DHP has not been designed yet. Its based on the ability to bend and the length. The Geo Tech would get on board and design it. His guess would be 20-30 ft range.

Paula Stotts asked about soil testing. Gil explained that wetland delineation and hydric soil test so far. Paula Stotts asked about wetland can not be filled with out DEP permission and Gil said under 4300sq of fill you are not required to have a permit. And 4300-15000 require a tier 1 permit which has been issued.

Shelly Norton from AVCOG stated there are 2 different zones which are Rural and Shoreland zoning. The design presented is to keep out of the shoreland and flood plain. Shelly proceeded to explain what each line item on the application was completed or incomplete given the planning board different options on how to handle the incomplete portions.

Paula Stotts stated that all permits were required with the application. Gil Paquette stated that he his requesting a deferment on certain permits because the PUC will need to approve first, Next grid does not want to get unnecessary permits if the plan does not get approved.

Daniel Serber explained stumping will be required in some of the area, and informed Shelly Norton he would send over an update.

Paula Stotts had some concerns with no clear answers with certain plans. Gill Paquette stated that he will have a grad plan, storm water plan, and a permit app from DOT done prior to any construction. Shelly Norton of AVCOG recommended issuing a conditional use permit, which would cover the concerns of not having all permits available now.

Shelly Norton from AVCOG recommended getting a rental agreement and or lease from both parties, a performance guarantee for project to be completed and removal when done utilizing properties involved. She also suggests Police and Fire be provided the application. The Town Ordinance states that must be a 6inc gap in fence for wildlife to be able to access the land, and the normal height for fence is 7ft. Recommendations should also be site inventory and assessment. A public hearing would be beneficial for development review and a conditional use permit be issued.

Town Manager Zakk Maher suggested they applicant compile a list of what is missing.

Gil Paquette stated they are not avoiding any requirements the Town has instead try to delay them. He stated that a similar project is happening in the City of Lewiston and they have been very open about the conditional use.

Interim Chair, Paula Bolduc suggest that the board could make a list as board to see what needs to still be presented. Gil Paquette offered to compile the list and submit an updated application. CEO Alan Plummer felt comfortable with that decision. This information will be ready for the Public Hearing.

Paula Stotts motioned to have a public hearing on May 18<sup>th</sup> for a conditional use permit, seconded by Forrest Martin, all in favor so voted.

## **VI. New Business**

None

### **7.0 Ordinance**

None

### **8.0 Executive Session**

None

### **9.0 Adjourn**

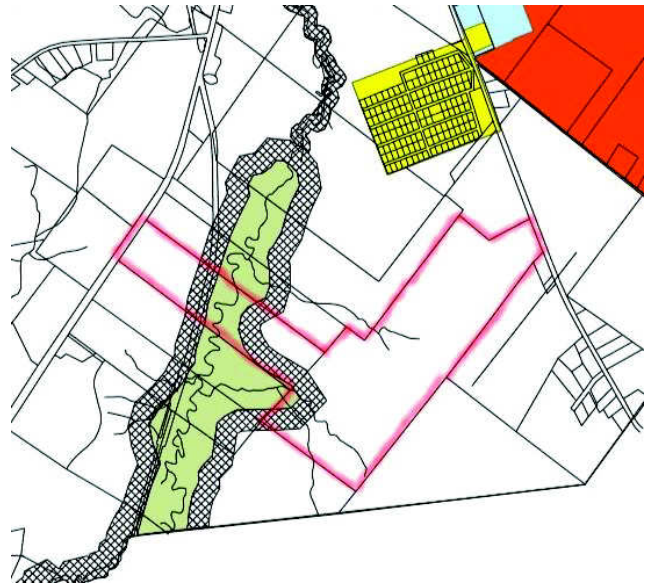
Paula Bolduc motioned to adjourn, seconded by Forrest Martin, all in favor, so voted Meeting adjourned at 8:48pm

# Solar Project – S. Main Street

## Project # 2020-012

Mechanic Falls Planning Staff Review  
Shelley Norton, AVCOG  
April 14, 2020  
*Revised 5/12/2020*

Parcel(s): Map 008, Lots 002 & 008  
Zoning: Rural and Shoreland Zone Overlay



The below information and checklist was completed using information submitted by the applicant, as well as discussion and email with the project engineer Gil Paquette of VHB on 4/14/2020, statements made at the Planning Board meeting 4/21/2020, and response to staff comments provided by VHB on 5/6/2020.

### Description:

The applicant, NextGrid Renewable Energy, is applying on behalf of the owners Jennifer Lavoie (parcel 002) and Walter Goss (parcel 008) for site plan approval for the development of a solar electric power production facility located in the rural zone and shoreland zoning overlay zone. The project consists of two separate areas of solar arrays, which are separated by a wetland system and stream, and access roads to the array areas.

The solar array is being reviewed under the “Natural Resources Based Industries” use, as this involves the harnessing of the sun’s solar power, the definition of which states it includes “extraction and processing of water, wood and lumber, minerals and soils, and the associated retail functions for those natural resource-based industries.” This use is allowed in both the rural and shoreland overlay zones and requires site plan review and then conditional use permit review from the Planning Board.

This use appears to be in harmony with the purpose of the rural district which is to “continue to preserve the rural character of the Town by encouraging low-density residential, commercial forestry and agricultural uses that are compatible with the rural qualities.” Since no development activities are proposed within the shoreland zoning overlay, the review criteria for this district does not apply.

The project is located with frontage on Route 11 (S. Main Street) south of the downtown, and with frontage on Elm Street. Parcel 008 where Goss Berry Farm is located and which fronts Elm Street is being used as a vehicular access for the eastern cluster of solar arrays. There is existing dirt road on site which could be used and widened and extended to reach the project site, or the access may be a separately constructed road. At the time of writing this review, this is still in negotiation with Mr. Goss but the engineer has provided an alternative road layout showing the new road option. The roads will be gravel and will be widened and/or built to 20-foot wide. If the existing road is used it would be extended an additional 1,550+/- linear feet. If the gravel road is built new it would require approximately 4,500+/- linear feet and require additional tree clearing.

The west cluster is being accessed from Route 11 entirely on parcel 002, and a new gravel access road approximately 850+/- linear feet will be built into the site. The west cluster is approximately 7 acres in size and the east cluster is approximately 3 acres in size. A total of 11.87 acres of vegetation will be cleared and the project area is 19.96 acres. Electric lines will be run into the project site off of Route 11, and will run underground through the solar array area and between the two clusters of arrays via a utility trench bored under the existing wetland. No other utilities are proposed. A total of 14,031 solar panels approximately eight feet in height (when mounted) will be placed on the project.

Notifications have been sent to the neighboring property owners.

See attached checklist for more detailed status of the materials and information required to be submitted by the town's Zoning and Land Use Ordinance.

The project area includes open fields, mature trees, wetland vegetation, a stream, and roads that pass through an agricultural field. Parcel 002 (vacant) is rectangular in shape and bisected by a railroad bed. To the west of the railroad bed is relatively level land adjacent to Route 11, to the east of the railroad bed is a low area with river, wetlands, and floodplains and then a higher area further east. The two areas of higher ground are proposed for the solar development with no development where the stream or wetland are located, and approximately 1/3 of an acre of the eastern solar array will be in the floodplain. The development is in the rural zone, while the portion of the site zoned shoreland zoning overlay is not being developed.

**Access:**

The access road proposed to come off of Route 11 *may require a permit from MDOT for connection.* The applicant has not applied to DOT for a permit yet; the receipt of a permit should be part of the conditions of approval prior to the start of construction. The applicant runs the risk that the project will need to be redesigned if comments received from MDOT require the relocation of the proposed drive. *The connection also requires a driveway entrance permit from the Town's Road Commissioner;* if the board does not require this permit prior to approval, then it should be part of the conditions of approval prior to the start of construction.

**Administration:**

The rental agreement with the property owner(s) should be provided to the town as part of this application. There also needs to be clarification as to who the owners are, the application only lists the

owner for parcel 002, but the project involves improvements and access over parcel 008. The agreement/ easement for parcel 008 should be provided to the town. *It is recommended as a condition of approval that a copy of the access agreement and easements for the access from Elm Street shall be provided prior to the start of construction.*

In accordance with Article III, Section 5.G and with Section 10, a performance guarantee should be required for this project to ensure its successful completion once begun, and if this is not the case, to provide the town with funds to ensure public safety and to either complete the project or to remove the partial improvements. The applicant has provided an estimate of 5.1 million dollars to construct the project. *The applicant has proposed that a financial assurance for the construction costs be provided to the town in the form of a performance bond, letter of credit, surety bond, escrow agreement or other standard financial instrument be provided as a condition of approval.*

It is recommended that a similar guarantee also be provided for the decommissioning (removal) of this project either once it has reached its useful life expectancy or in the case of abandonment or being left idle for a period of time. The responsible party should be identified (project owner or property owner) and a detailed cost estimate of removal costs should be provided which will help determine the amount of the guarantee. *The applicant has suggested that financial assurance for the decommissioning costs in the form of a performance bond, letter of credit, escrow agreement or some other standard financial instrument be provided as a condition of approval.*

**Buffer/Visibility:**

Article IV, Section 4, subsection B, requires buffering for any non-residential use abutting a different use without “natural vegetation or a landscaped buffer strip at least fifty (50) feet wide is provided to screen structures and uses visually, unless waived by the Planning Board.” On lot #002, the applicant is proposing a 300-foot setback off of Route 11, a variable setback to the south ranging from 25 – 50 feet and more, and 10-foot setback on the north. Existing vegetation is being retained along route 11 and on the south where possible. Where existing vegetation does not exist or the setback is less than 50 feet to an adjacent residential property, it is recommended that a visual buffer be provided. The access road off of Route 11 has two hammerhead turnaounds, the one deeper into the site is located such that it encroaches into the 50-foot buffer. *It is suggested that the board discuss with the applicant whether it is possible to flip that into the site so that the buffer is maintained all along the property line with Timber Lane residences.*

**Natural Resources:**

Two areas of wetland filling totaling approximately 0.304 acres is proposed in the west array area (nearer Route 11). The applicant has provided the town with permits for wetland filling from Maine DEP (NRPA) and from the US Army Corps of Engineers. The project is not located in an aquifer management area or other special areas.

The flood zone in this area has a base flood elevation of 282, and about a third of an acre of the project’s eastern solar array is located at the edge of this in the 280-282 elevation range. The applicant has been notified that they will either need to revise the design or apply for a floodplain permit from the Planning Board. The project disturbances taking place in the floodplain is limited to the installation of fencing, clearing and grading, the foundation footer for the solar panels, the panels and wiring, and a portion of a



concrete pad where equipment will be placed. Unless the project is redesigned to stay out of this area, then a floodplain development permit will be required from the Planning Board.

The project will involve clearing just over 11 acres of trees. Stump removal and grading will take place for the access roads and where reducing the pitch of the land is necessary for the solar array. Flatter areas will just be cleared with stumps left and no grading required. A plan showing grading has not been submitted with this project. Construction drawings are required by the town ordinance, if the board is comfortable with approving this project without the final grading, erosion control, stormwater information and an Operations & Maintenance Plan that does not reflect the final stormwater design, then it should be a condition of approval that final drawings and Operations & Maintenance Plan be submitted to the Planning Board for review, prior to the start of construction.

A Maine DEP permit is required for the disturbance and impervious surfaces created by the new access roads, and will need to be provided to the town prior to the start of construction.

To allow for wildlife passage, the applicant has stated that the project perimeter fence will have a six-inch gap between the fence fabric and ground elevation. This is a safe and beneficial practice for wildlife. If the board desired, it could also require the use of a ‘Solid Lock Game Fence.’ This fencing has larger openings at the bottom to progressively smaller openings at the top of the fence. This type of fencing meets the National Electric Code for human safety. The placement of five-inch diameter or larger wooden escape poles in two or more corners of the perimeter fence could be used as an alternative means for wildlife to escape the enclosed area.

**Permits/Approvals\*:**

<b>Required</b>	<b>Received</b>
Wetland Filling - US Army Corps of Engineers	Yes
Wetland Filling NRPA - MDEP	Yes
Stormwater/Disturbance - MDEP	No
Driveway entrance - MDOT	No
Driveway entrance - Town Road Commissioner	No
Building & Electrical – Town Inspectors	No
Site Plan Review – Planning Board	No
Conditional Use Permit – Planning Board	No
Floodplain Permit – Planning Board	No

\*This is believed to be a complete list of permits or approvals required, however, if the town discovers that other permits or approvals are required then those would also apply.

**Safety/Security:**

The project areas with the arrays is entirely encased with a seven-foot high chain link fence. The engineer has stated that the project is designed to adhere to the National Electric Safety Code in terms of access to the site. The Fire Department will have access to the project gate keys through knox boxes.

The Fire Department was consulted as part of this project review and they requested knock boxes on site. It is recommended that these be provided at both entrances to the project site.

The applicant has stated that a sign will be placed at the gate and point of interconnection providing emergency contact and emergency shut-off information. *It is recommended as a condition of approval that information on how to safely shut down the system shall be provided to the town's emergency services responders.*

**Stormwater:**

The plans show basic temporary erosion and sediment control on the perimeter of the site and specify that the contractor will determine what is necessary on site and supply location and design to the engineer. The town ordinance requires for a major development that the direction of proposed flow, the location of stormwater management structures and calculations for sizing of same be provided and the Planning Board should be provided an opportunity to review these designs. An inspection schedule during construction and a maintenance schedule post-construction should be developed and provided to the town. *Construction drawings are required by the town ordinance, if the board is comfortable with approving this project without the final grading, erosion control, stormwater information and an Operations & Maintenance Plan that does not reflect the final stormwater design, then it should be a condition of approval that final drawings and Operations & Maintenance Plan be submitted to the Planning Board for review, prior to the start of construction.*

**Application Action:**

Site Inventory and Environmental Assessment- The application includes sufficient detail to address the ordinance requirement for a Site Inventory and Environmental Assessment submittal for this major development. If the board finds any additional issues and constraints that need to be addressed in the application, then it must notify the applicant.

Development Review –The board will need to determine if the current application is completed and, if not, what additional materials should be submitted (these review comments and checklist can be used for this purpose with input from the code enforcement officer and board). The board should review the submitted application and materials, the review comments from the town's code officer or contract planner, and the review criteria for the project. The board will need to prepare Findings of Fact and Conclusions of Law and to vote on these as well as any conditions of an approval.

Conditional Use Permit Review – According to the ordinance, this use requires a conditional use permit review after development review. The board or code officer must determine if the application is complete within 30 days of a public hearing, or if no hearing then within 60 days of determination of completeness. In accordance with Article III, Section 4.B, permits must be approved if the proposed use or structure is found to be in conformance with the ordinance, but permits may be made subject to reasonable conditions to insure conformity with the ordinance, and the permittee must comply with conditions imposed by the board.

**Development Review Conditions for Approval:**

The below list of conditions of approval is suggested for consideration. The board should add any

conditions it wishes to impose or anything it feels is sufficiently addressed.

1. The project is carried out as approved and as set forth in the application, site plan and verbal testimony.
2. If any of the supporting data or representations for which this approval is based changes in any way or is found to be incorrect and/or inaccurate, the applicant shall request in writing from the Planning Board a decision of what impacts those changes will have on the approval. The applicant will then be required to submit those changes for review and approval and any mitigation required as a result of those changes may be required at the expense of the applicant.
3. Changes and additions to the construction drawings and any changes to other submitted documents these changes and additions necessitate shall be submitted to the Planning Board for review.
4. A copy of the access agreement and easements for the access from Elm Street shall be provided prior to the start of construction.
5. All new and improved access roads as part of this project are private and shall not become town roads.
6. Final grading, erosion control, stormwater design and information and an updated Operations & Maintenance Plan that reflects this design shall be submitted to the Planning Board for review prior to the start of construction.
7. Final construction drawings bearing the name, registration numbers and seal of the land surveyor of the survey and the engineer of the designs shall be provided to the town prior to the start of construction.
8. No stormwater will adversely affect the neighboring properties.
9. Fertilizer, herbicide and pesticide use shall be minimized to protect the water quality of the on-site stream and wetland.
10. A copy of the site plan and emergency shutdown procedures shall be provided to the town's emergency service responders prior to the start of construction.
11. A Knox box shall be installed at each solar array entrance.
12. All required permits and approvals from other agencies, revisions to permits received subsequent to this approval, and any town permits shall be provided prior to the start of construction.
13. The applicant shall provide to the town financial assurance in the form of a performance bond, letter of credit, surety bond, escrow agreement or other standard financial instrument for the completion of improvements, in an amount agreed upon by the Code Enforcement Officer, prior to the start of construction.
14. A decommissioning plan with cost estimate shall be provided to the town prior to the start of construction. Financial assurance for the decommissioning costs in the form of a performance bond, letter of credit, escrow agreement or some other standard financial instrument in an amount agreed upon by the Code Enforcement Officer shall be provided prior to the start of construction. If the owner or operator of the solar energy system fails to remove the installation within 365 days of abandonment or the date it proposed decommissioning, the town retains the right to use all available means to cause the abandoned, hazardous, or decommissioned project to be removed.

# Town of Mechanic Falls

## Zoning and Land Use Review Checklist

Date: 4/10/2020 Revised 5/11/2020

Approvals Required: Site Plan Review & Conditional Use Permit

Project Name: Solar Project S. Main Street

Project Number: 2020-012

Project Classified as Major or Minor Development: Major (*impervious surface threshold*)

[Answer below with Y(yes), N(no), N/A (not applicable), or W (waiver requested).]

### **Application Requirements:**

- Y 1. Submit application in writing by the property owner, or agent, to the CEO
- Y 2. Application fee
- Y 3. Has the town mailed the notice to abutting property owners and property owners within 500 feet?
- Y 4. Review escrow (if required)
- N/A 5. Additional studies (if required)
- Y 6. Public hearing –*scheduled for May 18, 2020.*
- N 7. Has proof of financial capacity to complete the project and any required bond or other financial instrument been provided? – *It is recommended that the board require this; the applicant has suggested it be a condition of approval prior to the start of construction.*
- N 8. Tax map and lot number of the parcel(s) – *Need to correct the application: One of the lots being developed (008) is not listed on the application.*

### **A Site Inventory and Environmental Assessment:**

- Y 9. Name(s), Address(es), Phone Number(s) of owner(s) and applicant
- Y 10. Name(s), Address(es), Phone Number(s) of all consultants working on the project.

- Y 11. Accurate scaled plan of the parcel (see requirements Article 3, Section 6, B.3)
- Y 12. USGS context map
- Y 13. Mapped wetland and critical natural areas
- Y 14. Narrative of existing conditions on site and surrounding areas and the proposed use

**Formal Development Review Application:**

- Y 15. Ten (10) copies of the completed and signed application
- Y 16. Ten (10) sets of maps or drawings
- Y 17. Scaled drawings
- Y 18. Name, Address(es), Phone Number(s) of record owner(s) and applicant
- Y 19. Name of the proposed development
- Y 20. Name(s), Address(es) of all property owner(s) within five hundred (500) feet
- Y 21. Location map
- Y 22. Boundaries of all contiguous property under the control of the owner or applicant
- N 23. Right, title, or interest in property – *Deed and rental agreement were provided for lot 002. Agreement/ easements with owner of lot 008 (road access to project site) has not been provided, as that is still under negotiation. Providing this for lot 008 has been suggested as a condition of approval.*
- N 24. The name, registration numbers and seal of the land surveyor, architect, engineer, etc. *Typically final drawings are submitted to the board for signature. The applicant has suggested that the final drawings bearing the seal of the design professionals be provided to the town prior to construction. It is recommended that these be provided to the board for its review and signature rather than to the Code Enforcement Officer. A condition of approval should be created addressing this issue once the board has discussed it.*

Existing Conditions:

- N 25. Bearing and distances of all property lines. *The applicant has suggested that this be provided on a survey that would be provided to the town prior to construction as in #24 above.*
- N/A 26. Location and size of any existing sewer and water mains, culverts and drains
- Y 27. Location, names, present widths of existing streets, and rights-of-way

- N/A 28. Location, dimensions and ground floor elevations of all existing buildings.
- Y 29. Location, dimensions of existing driveways, streets, parking and loading areas and walkways
- Y 30. Location of intersecting roads or driveways within two hundred (200) feet
- Y 31. Location of open drainage courses, wetlands, stands of trees, etc. with description of such features to be retained
- N/A 32. Location, front view and dimensions of existing signs
- N/A 33. Location and dimensions of any existing easements and copies of existing covenants or deed restrictions – *Ex. right-of-way on lot 008 is outside of the road development area.*

Proposed Conditions:

- N 34. Location of all building setbacks, yards, and buffers – *Additional buffer or vegetation may be required, see attached review comments for ordinance language.*
- N/A 35. Location, dimension, and ground floor elevations of all proposed buildings – *none proposed*
- Y 36. Location and dimensions of proposed driveways, parking and loading areas, and walkways
- N/A 37. Location and dimensions of all provisions for water supply and wastewater disposal – *none proposed*
- N 38. Direction and route of proposed surface water drainage - *Areas to be regraded should be identified, designed and submitted to the town.*
- N 39. Location, front view, and dimensions of proposed signs – *The applicant is proposing to provide information on signs to be placed at the gate prior to the start of construction.*
- N/A 40. Location and type of exterior lighting – *none proposed.*
- N 41. Proposed landscaping and buffering – *See comments above (#34) regarding required buffer areas, are any shrubs/trees proposed to increase buffers with adjacent residential uses? The applicant's response letter mentioned a landscaping plan but I don't see one.*
- N 42. Any applicable State applications or permits – *MDEP permit and Army Corps of Engineers permits for wetland filling have been provided to the town. Any changes to these permits due to changes in project design should be provided to the town. The applicant will be required to get a MDEP project permit and MDOT driveway entrance permit for the access on Route 11.*

Y 43. Schedule of construction, including anticipated beginning and completion dates.

**Additional Requirements for Major Developments:**

N 44. Waiver of performance standards – *none requested by applicant. The applicant does note that they are still negotiating with the landowner of Lot 008 and the final design may result in a waiver of the 50-foot setback requirement. Applicant to clarify what this means.*

N 45. Existing and proposed topography of the site at two (2) foot contour intervals – *proposed contours are not provided.*

N 46. Storm water drainage and erosion control program showing:

- Existing and proposed method of handling storm-water run-offs
- Direction of flow of the run-off
- Location, elevation, and size of all catch basins, drywells, drainage ditches, swales, retention basins, and storm sewers
- Engineering calculations used to determine drainage requirements
- Methods of controlling erosion and sedimentation

*The permanent stormwater controls are not designed/sized or shown on the submitted plans.*

N/A 47. Groundwater impact analysis – *not required because this is not in the Aquifer Management District or involving a common water supply.*

Y 48. Utility plan

N 49. Planting schedule with variety and size of plants. *Applicant to confirm if planting is proposed.*

N/A 50. Waste generation and disposal arrangements – *no waste generation is anticipated after construction.*

N/A 51. Traffic impact analysis – *proposal has no occupancy.*

N 52. Street, utility, and stormwater construction drawings by professional engineer – *stormwater construction drawings not provided, see condition of approval.*

N/A 53. Common or public ways and open space

N/A 54. Covenants and deed restrictions

N/A 55. Dedication or conveyance to the town of land or interest reviewed by town attorney – *none proposed.*

- Y 56. Evidence of adequate provision or maintenance of the development– *Applicant has provided an Operations and Maintenance Plan.*
- N 57. Cost estimates of proposed development and evidence of financial capacity to complete it - *The applicant has stated the project will cost 5.1 million dollars to complete. The applicant has suggested that the provision of financial capacity be a condition of approval that financial assurance for construction costs be provided to the town prior to the start of construction.*
- N/A 58. Description of how proposal relates to the Site Inventory and Environmental Assessment – *the town Code Enforcement Officer has reviewed the submittal and determined that the site inventory and environmental assessment requirements have been met and additional information is not necessary.*

**Approval Criteria:**

*Is sufficient information provided to be able to determine the following:*

- Y 59. Undue adverse effect on the scenic or natural beauty
- Y 60. Conformance with the Comprehensive Plan and other municipal ordinances
- Y 61. Unreasonable soil erosion or reduction to the land’s capacity to hold water
- Y 62. Financial burden the Town - *it is recommended that to prevent unreasonable financial burden on the town, that the project would have provisions made for the funding of the removal and decommissioning of the project at such time that it has either met its life expectancy or is no longer in regular use. The costs associated with removal and disposal will need to be estimated and an agreement as to the type of financial guarantee made.*
- N 63. Adequate financial and technical capacity – *see comments #57 above*
- Y 64. If the project is in a flood-prone area
- Y 65. Mapping of freshwater wetlands
- Y 66. Quality or quantity of ground water
- Y 67. Burden on municipality’s ability to dispose of solid waste
- Y 68. Burden on existing water supply
- Y 69. Compatible to the character of the neighborhood: noise, privacy, safe and healthful conditions, etc.
- Y 70. Will not result in undue water or air pollution



- Y 71. Mapping of existing river, stream, or brook as in Title 38, Section 480-B, Subsection 9
- Y 72. Sewage Disposal
- N 73. Adequate storm water management - *see comments #46 above*
- Y 74. Sufficient water available
- Y 75. Will not cause highway or public road congestion or unsafe conditions
- Y 76. Adequate water supply for firefighting purposes. *The Fire Department did not raise this as a concern, fire fighting would be limited with no water source.*
- Y 77. Performance Guarantee (if required) – *see comments #57 above, potential condition of approval.*

**Performance Requirements and Standards:**

- Y 78. If this is in the Shoreland Overlay District or Resource Protection Overlay District all standards in Article 4, Section 4 have been met.  
*- it is recommended that the ordinance required “no cut zone” of seventy-five feet from the upland edge of the large wetland complex on site be shown on this set of development plans (Zoning & Land Use Ordinance reference, Article IV, Section 4.C.2)*

# Town of Mechanic Falls, Maine

Prepared 5/12/2020 by Shelley Norton, AVCOG

## **DRAFT Findings of Fact & Conclusions of Law for:**

### ***Solar Project S. Main Street Site Plan Review & Conditional Use Permit***

#### **Findings of Fact:**

The applicant, NextGrid Renewable Energy, on behalf of owners Jennifer Lavoie and Walter Goss, proposes to develop a vacant vegetated parcel and land on Route 11 (S. Main Street) for a solar production facility with approximately 14,031 ground-mounted solar panels, for total project area of 19.96 acres. An adjacent parcel of land which provides a second access off of Elm Street is part of a berry farm. The project includes gravel roads through the berry farm property, to access the rear solar array which is cut-off from the front array by a stream and wetland. In addition to the gravel roads and solar arrays, the project involves concrete pads with equipment, and a perimeter chain link fence. Electric utility will be run and horizontal directional drilled under the wetland to connect the two solar array areas; no other utilities are proposed.

The project site where the solar array will be located is Map 008, Lot 002 on the Town of Mechanic Falls Parcel Maps, with approximately 586 feet of frontage on Route 11. Because this lot is divided by a stream and wetland, the solar array is divided into two areas on either side of the stream. In order to access the easternmost area of solar panels, access from Map 008, Lot 008 is being provided; this parcel has 463 feet of frontage on East Elm Street. The lots are within the Mechanic Falls Rural zoning district and has a portion of Shoreland Zone Overlay as well. Natural Resources Based Industries is an allowed use in the rural district, and no development is proposed in the Shoreland Zone Overlay. This project has been classified as a major development, and this use requires site plan review and conditional use permit review by the Planning Board.

Lot #002 is bisected with a stream, floodplain, and wetlands, this is where the Shoreland Zone Overlay is located. On either side are areas of higher ground and these two locations are where the solar array will be located. Lot #008 has an existing berry farm and dirt roads on the land. In order to access Lot #002, the project will involve an access road over Lot #008. It will either be accomplished by the construction of a new access road approximately 4,500 linear feet long, or by the use of the existing roads, their widening, and the addition of approximately 1,550 linear feet of new gravel road. The project overall will involve the clearing of approximately 11 acres (more if a new road is built), the wetland filling of 0.304 acres, and the creation of between 2,400 – 5,350 linear feet of new gravel access road. Where regrading is not necessary in order to place the panels, stumps will be left in place. The land will be revegetated with meadow grass species.

Access to half of the solar array, will be via Route 11, a State Road, and to the second half of the site access is via Elm Street, a paved town maintained road.

The applicant submitted a Site Plan Review application and drawings on February 10, 2020 and revised drawings on April 14, 2020. Additional information was provided on May 5, 2020 in a response to questions and an Operations and Maintenance Plan. *The Planning Board conducted a public hearing on May 18, 2020, and voted to find the application complete. The Planning Board voted to approve the site plan application with conditions on May 18, 2020 and voted to approve the conditional use permit with the same conditions on May 18, 2020.*

**Conclusions of Law:**

1. Aesthetic, Cultural and Natural Values

The proposed project is located with frontage on Route 11 (S. Main Street) and has been setback three-hundred feet from the road so as to reduce the view from the road. A seven-foot high chain-link fence is proposed to secure the project; the fence will be green in color along Route 11 to further obscure the view of the project site.

There are no known historic sites, or significant wildlife habitats or rare and irreplaceable natural areas or public rights known on this property.

The Planning Board finds that this standard will be met.

2. Conformity with Local Ordinances and Plans

This project is being reviewed under the “Natural Resources Based Industries” use, as this involves the harnessing of the sun’s solar power, the definition of which states it includes “extraction and processing of water, wood and lumber, minerals and soils, and the associated retail functions for those natural resource-based industries.” This use appears to be in harmony with the purpose of the rural district which is to “continue to preserve the rural character of the Town by encouraging low-density residential, commercial forestry and agricultural uses that are compatible with the rural qualities.” Since no development activities are proposed within the shoreland zoning overlay, the review criteria for this district does not apply.

The Planning Board finds that this standard will be met.

3. Erosion

The project will involve clearing just over 11 acres of trees. Stump removal and grading will take place for the access roads and where reducing the pitch of the land is necessary for the solar array. Flatter areas will just be cleared with stumps left and no grading required. The applicant has shown silt fence as a barrier to prevent siltation of adjacent property and the existing wetlands and stream on site. Disturbed areas will be seeded with perennial grass seed mix and mulched. Erosion control blanket will be placed below the drip-edge of each solar panel. The applicant has not submitted a grading plan with this application and has requested that grading be provided and a more detailed erosion control plan prior to construction (see approval note and conditions related to this).

A grading plan is required by the ordinance.

As a condition of approval:

**Final erosion control, grading, and stormwater management design shall be submitted to the Planning Board for review prior to the start of construction.**

The Planning Board finds that this standard will be met.

4. Financial Burden on Town

The applicant proposes no waste removal, water or sewer and will not increase demand for roads, schools or typical town services. The occasional emergency services response may be necessary but without access to water on site, limited response will be possible.

The removal of the project and securing of the site would be a huge financial burden on the town in the case of a partially built project that is abandoned or a completed project that is abandoned, therefore a performance guarantee in conformance with the Zoning and Land Use Ordinance, Article III, Section 10 is required.

As a condition of approval:

**The applicant shall provide to the town financial assurance for the construction costs in the form of a performance bond, letter of credit, surety bond, escrow agreement or other standard financial instrument for the completion of improvements, in an amount agreed upon by the Code Enforcement Officer, prior to the issuance of a building permit.**

As a condition of approval:

**A decommissioning plan with cost estimate shall be provided to the town prior to the start of construction. Financial assurance for the decommissioning costs in the form of a performance bond, letter of credit, escrow agreement or some other standard financial instrument in an amount agreed upon by the Code Enforcement Officer shall be provided prior to the start of construction. If the owner or operator of the solar energy system fails to remove the installation within 365 days of abandonment or the date it proposed decommissioning, the town retains the right to use all available means to cause the abandoned, hazardous, or decommissioned project to be removed.**

Additionally, the new gravel access roads have not been designed as public roads and are not intended for dedication to the town. In order to avoid the future burden these roads would be to the town, all improved and new drives built as part of this project should remain private access roads to the project site.

As a condition of approval:

**All new and improved access drives as part of this project are private and shall not become town roads.**

The Planning Board finds that this standard will be met.

5. Financial and Technical Ability

a. Financial Capacity

In June of 2019, Madison Energy Investments, LLC and NextGrid Inc. entered into an exclusive long-term relationship whereby Madison Energy Investments, LLC agreed to purchase all of NextGrid Inc's renewable energy projects throughout the country. Madison Energy Investments, LLC currently operates a \$250M fund, backed by Stonepeak Infrastructure Partners, to construct and own solar energy and storage projects in the US. The applicant has provided that agreement to the town.

The Planning Board finds that this standard will be met.

b. Technical Ability

Madison Energy Investments works in developing, owning and operating energy generation projects in the commercial and industrial and small utility-scale sectors with over 30 years of experience in its team. They have partnered with NexGrid which was founded in 2017 as a renewable power company that develops and operates distributed solar energy storage projects in the United States. They have projects in ten states and have completed 104 projects, with 240 megawatts.

The applicant has hired VHB of South Portland, Maine for the project site design engineering and environmental permitting, and Solar Design Associates of Harvard, Massachusetts to design the photovoltaic system, and will be working with an experienced solar installation contractor.

The Planning Board finds that this standard will be met.

6. Flood Areas

The project is situated adjacent to the flood zone which encompasses the stream and wetlands on site. The flood zone has a base flood elevation of 282 in this area. The array areas have been designed to largely avoid the flood zone, but the eastern group of arrays does begin at contour 280, resulting in approximately 0.35 acres of the project located in the flood zone. The solar panels and associated equipment are designed to withstand standing water for a period of time, so there is not impact to the project of this location. (waiting for confirmation from the applicant on this.)

A floodplain permit is required from the Planning Board for this project, unless the applicant redesigns the eastern array layout. Waiting to hear from the applicant whether they are applying for a permit or not.

As a condition of approval:

***All required permits and approvals from other agencies, revisions to permits received subsequent to this approval, and any town permits shall be provided prior to the start of construction.***

The Planning Board finds that this standard will be met.

7. Freshwater Wetlands

VHB has mapped the wetlands on site and has avoided impacts to a great extent to these wetlands. Two areas of wetland filling totaling approximately 0.304 acres is proposed in the west array area (nearer Route 11). The applicant has provided the town with permits for wetland filling from Maine DEP (NRPA) and from the US Army Corps of Engineers.

The Planning Board finds that this standard will be met.

8. Groundwater

This project does not require a water source and is not located in the town's aquifer management area, therefore, there it is not anticipated to have any effect on the quality or quantity of groundwater.

The Planning Board finds that this standard will be met.

9. Municipal Solid Waste Disposal

This project is expected to generate minimal waste during operations, the primary waste will be during construction and during eventual decommissioning at the end of the life expectancy. The standard ingredients in the solar panels that will be used are sand and silicon. Panels that contain harmful Cadmium will not be used. As such, the panels can be disposed of as general waste but the company is committed to recycling, and typically any panels that break during construction it will be taken to a recycling company that works with panels, typically Complete Recycling Solutions, LLC in Fall River, MA. Similarly, during decommissioning they will take the panels to a specific panel recycling facility.

The applicant will contract with a local waste management company who will use onsite dumpsters to haul away any general construction waste generated by the project.

The Planning Board finds that this standard will be met.

10. Municipal Water Supply

This project does not require a water source and will not burden the municipal water supply.

The Planning Board finds that this standard will be met.

11. Neighborhood Compatibility

This use appears to be in harmony with the purpose of the rural district which is to

“continue to preserve the rural character of the Town by encouraging low-density residential, commercial forestry and agricultural uses that are compatible with the rural qualities.” The neighboring properties are typically vacant vegetated meadow and woodland, residential parcels, and the occasional farm or commercial use. This project provides continuity with nearby fields by employing a 300-foot setback from Route 11 and does not change the typical bulk and building height of the neighborhood as the panels when mounted are about 8 feet high.

The project has been designed to provide a buffer with neighboring residences on Timber Lane, and where existing vegetation does not exist, to provide a single row of evergreen trees ranging from 5-8 feet in height at the time of planting. The project is not anticipated to generate significant noise levels or be lit.

The Planning Board finds that this standard will be met.

12. Pollution

This project does not have any subsurface wastewater treatment needs and is not anticipated to generate any pollution other than the removal and replacement of parts and components as needed for any malfunctioning or aged equipment.

The Planning Board finds that this standard will be met.

13. River, Stream or Brook

The stream onsite has been located on the plans by VHB. No construction is being done in the vicinity of the stream or within the Shoreland Zone Overlay.

The Planning Board finds that this standard will be met.

14. Sewage Disposal

This project does not have any subsurface wastewater treatment needs.

The Planning Board finds that this standard will be met.

15. Storm Water

This project will involve some regrading of the land and the removal of a significant amount of trees (11 acres) which will increase the speed of water runoff significantly. The solar panels are not considered impervious as they do not have a footprint. The added gravel roads is considered impervious and so there will be an increase in both the velocity from the conversion of the forested area into meadow and volume from the impervious road surfaces. The applicant has not provided a final grading and stormwater design. This impervious surface and resulting stormwater design will need MDEP permitting which has yet to be reviewed. See notes the end of this section regarding the unique nature of this approval.

As conditions of approval:

**Final erosion control, grading, and stormwater management design shall be submitted to the Planning Board for review prior to the start of construction.**

**No stormwater will adversely affect the neighboring properties.**

**All required permits and approvals from other agencies, revisions to permits received subsequent to this approval, and any town permits shall be provided prior to the start of construction.**

16. Sufficient Water

This project does not have any water usage needs.

The Planning Board finds that this standard will be met.

17. Traffic

This project has no occupancy as it is a solar production field. Personnel will be on site for periodic maintenance, but traffic generation will be negligible, therefore it will not cause unreasonable public road congestion.

The access onto Route 11 will likely require MDOT driveway entrance permit as well as Mechanic Falls town driveway entrance permit. If a second Elm Street entrance is pursued on the final plans for this project then an entrance permit would be required for that as well.

As conditions of approval:

**All required permits and approvals from other agencies, revisions to permits received subsequent to this approval, and any town permits shall be provided prior to the start of construction.**

**Final road layout and a copy of the access agreement and easements for the access from Elm Street shall be provided prior to the start of construction.**

The Planning Board finds that this standard will be met.

18. Fire Protection

This project has limited fire protection needs and due to the lack of onsite water limited response would be possible for this facility.

The two areas with the solar array is entirely encased with a seven-foot high chain link fence and locked gates. The project is designed to adhere to the National Electric Safety Code in terms of access to the site. The Fire Department will have access to the project gates through knox boxes.

As conditions of approval:



***A Knox box shall be installed at each solar array entrance.***

***A copy of the site plan and emergency shutdown procedures shall be provided to the town's emergency service responders prior to the start of construction.***

The Planning Board finds that this standard will be met.

Due to the unique competitive nature of the state program regulated by the Public Utilities Commission, the nature of which does not guarantee the project will be selected by the state, the Planning Board has provided some unusual provisions for the applicant to provide certain submittals and design information closer to construction, as outlined in the conclusion of law above and the conditions below.

Therefore, the Planning Board hereby approves with the following conditions, the application of NextGrid, Inc. for the development of a solar production facility as described in the findings above.

1. The project is carried out as approved and as set forth in the application, site plan and verbal testimony.
2. If any of the supporting data or representations for which this approval is based changes in any way or is found to be incorrect and/or inaccurate, the applicant shall request in writing from the Planning Board a decision of what impacts those changes will have on the approval. The applicant will then be required to submit those changes for review and approval and any mitigation required as a result of those changes may be required at the expense of the applicant.
3. Final erosion control, grading, and stormwater management design shall be submitted to the Planning Board for review prior to the start of construction.
4. No stormwater will adversely affect the neighboring properties.
5. All new and improved access roads as part of this project are private and shall not become town roads.
6. The applicant shall provide to the town financial assurance for the construction costs in the form of a performance bond, letter of credit, surety bond, escrow agreement or other standard financial instrument for the completion of improvements, in an amount agreed upon by the Code Enforcement Officer, prior to the start of construction.
7. A decommissioning plan with cost estimate shall be provided to the town prior to the start of construction. Financial assurance for the decommissioning costs in the form of a performance bond, letter of credit, escrow agreement or some other standard financial instrument in an amount agreed upon by the Code Enforcement Officer shall be provided prior to the start of construction. If the owner or operator of the solar energy system fails to remove the installation within 365 days of abandonment or the date it proposed decommissioning, the town retains the right to use all available means to cause the abandoned, hazardous, or decommissioned project to be removed.
8. Final road layout and a copy of the access agreement and easements for the access from Elm Street shall be provided prior to the start of construction.
9. Final construction drawings bearing the name, registration numbers and seal of the land

surveyor of the survey and the engineer of the designs shall be provided to the town prior to the start of construction.

10. A copy of the site plan and emergency shutdown procedures shall be provided to the town's emergency service responders prior to the start of construction.
11. A Knox box shall be installed at each solar array entrance.
12. All required permits and approvals from other agencies, revisions to permits received subsequent to this approval, and any town permits shall be provided prior to the start of construction.

Dated in Mechanic Falls, Maine this 18<sup>th</sup> day of May, 2020.

Mechanic Falls Planning Board

BY: \_\_\_\_\_

Name, Position

DRAFT



May 5, 2020

Ref: 55304.00

Attn: Alan Plummer  
The Town of Mechanic Falls, Maine  
108 Lewiston Street,  
Mechanic Falls, ME 04256

Re: **Application for Site Plan Review  
South Main Street Solar Project**

Dear Mr. Plummer:

On behalf of NextGrid, Inc. (NextGrid), Vanasse, Hangen, Brustlin, Inc. (VHB) is pleased to submit a revised Site Plan Review application and supplemental materials for the South Main Street Solar Project (the Project). We appreciate the input provided in the Mechanic Falls Planning Staff Review on our initial submission and for ease of review have provided our responses to these comments with this letter.

NextGrid is proposing to install and operate a 5.114 MWdc solar array (Project) off South Maine Street in Mechanic Falls, that will interconnect into the Central Maine Power distribution circuit. The Project would result in long-term stable priced renewable power which would benefit local municipalities and their taxpayers.

NextGrid is participating in a Maine Public Utilities Commission (PUC) competitive bid process for clean energy, which has an expected award date of August 31, 2020. However, an applicant must have all of their non-ministerial permits in hand by June 11, 2020. NextGrid is therefore asking that certain design requirements be delayed until further into the PUC's review process, when the financial surety of the Project will be better established.

Thank you for your timely review of the enclosed materials. Please do not hesitate to contact me at GPaquette@VHB.com or (207) 889-3102, if you have any questions regarding the Project. We look forward to meeting with the Planning Board to discuss the Project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gil Paquette", is written over a light blue horizontal line.

Gil Paquette  
Director, Energy/Environmental Services

**Engineers | Scientists | Planners | Designers**

500 Southborough Dr.  
Suite 105B  
South Portland, Maine 04106  
**P** 207.889.3150  
**F** 207.253.5596



**RESPONSE TO COMMENTS IN  
THE MECHANIC FALLS PLANNING STAFF REVIEW**

NextGrid, Inc. (NextGrid or Applicant) is providing the following additional information requested as part of the Planning Staff Review report for the South Main Street Solar Project (the Project).

**Administration**

**The rental agreement with the property owner(s) should be provided to the town as part of this application.**

A redacted version of NextGrid's lease agreement has been provided in Attachment 7.

**There also needs to be clarification as to who the owners are, the application only lists the owner for parcel 002, but the project involves improvements and access over parcel 008. Are easements proposed?**

An easement with the owner of Lot 008 is being negotiated. The Applicant will provide this agreement when available but no later than when submitting a Building Permit for the Project.

**In accordance with Article III, Section 5.G and with Section 10, a performance guarantee should be required for this project to ensure its successful completion once begun, and if this is not the case, to provide the town with funds to ensure public safety and to either complete the project or to remove the partial improvements.**

In June of 2019, Madison Energy Investments, LLC and NextGrid Inc. entered into an exclusive long-term relationship whereby Madison Energy Investments, LLC agreed to purchase all of NextGrid Inc's renewable energy projects throughout the country. Madison Energy Investments, LLC currently operates a \$250M fund, backed by Stonepeak Infrastructure Partners, to construct and own solar energy and storage projects in the US.

To address the recommendation related to construction costs, the Applicant suggests that the following language or some variation thereof be included as a condition of approval: Prior to construction, the Applicant will provide financial assurance for the construction costs in the form of a performance bond, letter of credit, surety bond, escrow agreement or some other standard financial instrument in an amount agreed upon by the Code Enforcement Officer.

**A cost estimate for the construction will need to be provided, the application was left incomplete in this section.**

The estimated cost of the Project is \$5.1 million and the application has been updated.

**It is recommended that a similar guarantee also be provided for the decommissioning (removal) of this project either once it has reached its useful life expectancy or in the case of abandonment or being left idle for a period of time. The responsible party should be identified (project owner or property owner) and a detailed cost estimate of removal costs should be provided which will help determine the amount of the guarantee.**

To address this recommendation related to decommissioning costs, the Applicant suggests that the following language or some variation thereof be included as a condition of approval: Prior to construction, the Applicant will provide financial assurance for the decommissioning costs in the form of a performance bond, letter of credit, escrow agreement or some other standard financial instrument in an amount agreed upon by the Code Enforcement Officer.

#### **Safety / Security**

**The project areas with the arrays is entirely encased with a seven-foot high chain link fence. Provisions for fire/emergency response have not been provided in this application.**

The Project will adhere to the National Electric Safety Code (NESC) in terms of access to the site. The Fire Department will have access to Project gate keys through knock boxes. A 16-foot buffer will be maintained between arrays and the perimeter fencing to accommodate vehicles, primarily pickup trucks or other passenger vehicles, in the event of an emergency.

**It is recommended that a sign be placed on site at the main entrance to identify the owner and provide a 24-hour emergency contact phone number, that all means of shutting down the system be clearly marked, and that there be a way for the town to access the locked site. A full-size set of the final approved drawings, the electrical schematic, and information on how to safely enter and shut down the system shall be provided to the town's emergency services responders.**

The Project will adhere to the National Electric Code in terms of signage, including access warning signs on fencing and electrical equipment. A sign will be placed at the gate and point of interconnection providing an emergency contact and required emergency shut-off information. As discussed above, a knock box will allow for access by emergency responders.

To address concerns related to emergency responders, the Applicant suggests that the following language or some variation thereof be included as a condition of approval: Prior to construction, the Applicant will provide the Town Police Department and Fire & Rescue Department with a full-size set of the final approved drawings, the electrical schematic, and information on how to safely enter and shut down the system.

**It is recommended that the town's Police Department and the Fire & Rescue Department (and others providing coverage) be provided with the application materials (full-size drawings) and be asked for**

**their comments prior to approval of this project.**

The Applicant has initiated consultation with the Town's Police Department and Fire & Rescue Department. Any comments received will be incorporated into the site plans submitted with the Building Permit.

#### **Stormwater**

**While the plans show basic temporary erosion and sediment control on the perimeter of the site, they specify that the contractor will determine what is necessary on site and supply location and design to the engineer. The town should be provided an opportunity to review these designs.**

The drawings provided in the application are intended to be permit-level design. Once the Project is approved and its status in the PUC bid process is better understood, the Applicant will submit Issued-for-Construction (IFC) drawings as part of its application for a building permit. It is possible that the construction contractor chosen for the Project may provide construction or design modifications to enhance efficiency or safety of the Project.

To address concerns related to stormwater and erosion control, the Applicant suggests that the following language or some variation thereof be included as a condition of approval: Prior to receiving a Building Permit, the stormwater and erosion control program of the Project will be reviewed and approved by the Code Enforcement Officer and designated Planning staff. This program documentation shall include but not be limited to: a) existing and proposed method of handling storm-water run-offs; b) direction of flow of the run-off, c) location, elevation, and size of all catch basins, drywells, drainage ditches, swales, retention basins, and storm sewers; d) engineering calculations used to determine drainage requirements; methods of controlling erosion and sedimentation; and e) post-construction grading.

**In addition, no permanent erosion control measures are designed/specified on the plans, these will be necessary for the added impervious road surfaces and these should be supplied to the town for review. An inspection schedule during construction and a maintenance schedule post-construction should be developed and provided to the town.**

Please see previous response.

#### **Buffer/Visibility**

**Article IV, Section 4, subsection B, requires buffering for any non-residential use abutting a different use without "natural vegetation or a landscaped buffer strip at least fifty (50) feet wide is provided to screen structures and uses visually, unless waived by the Planning Board." On lot #002, the applicant is proposing a 300-foot setback off of Route 11, a variable setback to the south ranging from 25 – 50 feet and more, and 10-foot setback on the north. Existing vegetation is being retained along route 11 and on the south where possible. Where existing vegetation does not exist or the setback is less than 50 feet to an adjacent residential property, it is recommended that a visual buffer be provided.**

The Applicant has provided a landscaping design with the Site Plans that provides for visual buffering.

#### **Habitat/Wildlife**

**To allow for wildlife passage, it is recommended that fences be elevated by a minimum of 5 inches.**

**To maximize wildlife’s ability to permeate fencing, the use of a ‘Solid Lock Game Fence’ could be required. This fencing has larger openings at the bottom to progressively smaller openings at the top of the fence. This type of fencing meets the National Electric Code for human safety. The placement of five-inch diameter or later diameter wooden escape poles in two or more corners of the perimeter fence could be used as an alternative means for wildlife to escape the enclosed area.**

The use of elevated fencing is standard for the Applicant’s solar projects.

### **Zoning and Land Use Review Checklist**

- 7. Has proof of financial capacity to complete the project and any required bond or other financial instrument been provided? – *It is recommended that the board require performance bond, letter of credit, or escrow agreement to ensure the completion of the project as well as the decommissioning (removal of the project) when it has either been abandoned or been left inactive for a period of time.***

In June of 2019, Madison Energy Investments, LLC and NextGrid Inc. entered into an exclusive long-term relationship whereby Madison Energy Investments, LLC agreed to purchase all of NextGrid Inc's renewable energy projects throughout the country. Madison Energy Investments, LLC currently operates a \$250M fund, backed by Stonepeak Infrastructure Partners, to construct and own solar energy and storage projects in the US.

To address the recommendation related to construction costs, the Applicant suggests that the following language or some variation thereof be included as a condition of approval: Prior to construction, the Applicant will provide financial assurance for the construction costs in the form of a performance bond, letter of credit, surety bond, escrow agreement or some other standard financial instrument in an amount agreed upon by the Code Enforcement Officer.

To address the recommendation related to decommissioning costs, the Applicant suggests that the following language or some variation thereof be included as a condition of approval: Prior to construction, the Applicant will provide financial assurance for the decommissioning costs in the form of a performance bond, letter of credit, escrow agreement or some other standard financial instrument in an amount agreed upon by the Code Enforcement Officer.

- 8. Tax map and lot number of the parcel(s) – *Need to correct the application: lot number provided on application is incorrect (it is 002 not 003) and one of the lots being developed (008) is not listed on the application.***

The application has been corrected.

- 9. Name(s), Address(es), Phone Number(s) of owner(s) and applicant – *provide owner’s phone number.***

The application has been updated.

- 10. Name(s), Address(es), Phone Number(s) of all consultants working on the project –*correct consultant phone number which appears to be a fax number***

The application has been revised.

- 23. Right, title, or interest in property – *deed was provided for lot 002, but rental agreement of applicant should be provided as well as agreement with owner of lot 008 for road access across his land.***

A redacted lease agreement with the property owner for Lot 002 has been provided as Attachment 7.

An easement with the owner of Lot 008 is being negotiated. The Applicant will provide this agreement when available but no later than when submitting a Building Permit for the Project.

- 24. The name, registration numbers and seal of the land surveyor, architect, engineer, etc.**

The drawings provided in the application are intended to be permit-level design. Once the Project is approved and its status in the PUC bid process is better understood, the Applicant will submit Issued-for-Construction (IFC) drawings as part of its application for a building permit. It is possible that the construction contractor chosen for the Project may provide construction or design modifications to enhance efficiency or safety of the Project.

To address this situation, the Applicant suggests that the following language or some variation thereof be included as a condition of approval: Prior to receiving a Building Permit, the site plans that have been stamped by a Maine-certified professional engineer and survey boundary maps stamped by a registered land surveyor will be submitted to the Code Enforcement Officer.

- 25. Bearing and distances of all property lines**

Please see response to #24.

- 28. Location, dimensions and ground floor elevations of all existing buildings – *applicant to clarify if there are any buildings and if they are going to be removed, town tax record shows a building of some kind***

There are no buildings or other structures within the Project development area.

- 34. Location of all building setbacks, yards, and buffers – *Additional buffer or vegetation may be required, see review comments for ordinance language.***



The Applicant has provided a landscaping design with the Site Plans that provides for visual buffering.

**38. Direction and route of proposed surface water drainage- *While it is likely this will not change much since much of the project area won't be regraded, areas where there will be change should be designed and submitted to the town.***

As discussed in the response to # 24, the Applicant intends to submit Issued-for-Construction (IFC) drawings as part of its application for a building permit. It is possible that the construction contractor chosen for the Project may provide construction or design modifications to enhance efficiency or safety of the Project that would influence such design features as the final grading, stormwater water management, and erosion control programs.

To address concerns related to drainage and stormwater (see later information requests), the Applicant suggests that the following language or some variation thereof be included as a condition of approval: Prior to receiving a Building Permit, the stormwater and erosion control program of the Project will be reviewed and approved by the Code Enforcement Officer and designated Planning staff. This program documentation shall include but not be limited to: a) existing and proposed method of handling storm-water run-offs; b) direction of flow of the run-off, c) location, elevation, and size of all catch basins, drywells, drainage ditches, swales, retention basins, and storm sewers; d) engineering calculations used to determine drainage requirements; methods of controlling erosion and sedimentation; and e) post-construction grading.

**39. Location, front view, and dimensions of proposed signs – *please provide information on warning and safety signs and signs showing owner name and contact information for emergency services.***

The Project will adhere to the National Electric Code in terms of signs, including access warning signs on fencing and electrical equipment. A sign will be placed at the gate and point of interconnection providing an emergency contract and required emergency shut-off information.

To address concerns related to signage, the Applicant suggests that the following language or some variation thereof be included as a condition of approval: Prior to receiving an Electrical Permit, the Applicant will demonstrate that signage for the Project is consistent with the National Electric Code.

**41. Proposed landscaping and buffering – *See comments above (#34) regarding required buffer areas, are any shrubs/trees proposed to increase buffers with adjacent residential uses?***

Please see response to #34.

**42. Any applicable State applications or permits – *MDEP permit and Army Corps of Engineers permits for wetland filling and MDEP project permit will be required.***

These applications were provided under separate cover. Any revisions to these permits will be provided as part of an application for a Building Permit.

**44. Waiver of performance standards – *none requested by applicant.***

We are negotiating with the landowner of Lot 008 to revise the access road that leads to the eastern portion of the array. A final design has yet to be agreed upon. The final design may result in a waiver of the 50-foot setback requirement. Otherwise no waivers are requested.

**45. Existing and proposed topography of the site at two (2) foot contour intervals – *proposed contours are not provided.***

Please see response to #38.

- 46. Storm water drainage and erosion control program showing:**
- a. Existing and proposed method of handling storm-water run-offs**
  - b. Direction of flow of the run-off**
  - c. Location, elevation, and size of all catch basins, drywells, drainage ditches, swales, retention basins, and storm sewers**
  - d. Engineering calculations used to determine drainage requirements**
  - e. Methods of controlling erosion and sedimentation**
- permanent stormwater controls are not designed/sized and shown on plans.*

Please see response to #38.

**49. Planting schedule with variety and size of plants**

The Applicant has provided a landscaping design with the Site Plans that provides information related to plantings.

**52. Street, utility, and stormwater construction drawings by professional engineer – *stormwater construction drawings not provided***

Please see response to #38.

**56. Evidence of adequate provision for maintenance of the development– *Project should identify what maintenance is required, provide a schedule, and identify who is responsible for maintenance items.***

An Operations and Maintenance Plan is provided as Attachment 8. There will be scheduled landscaping and cleaning maintenance twice a year. NextGrid has a remote monitoring facility and any unexpected loss in power would result in an electrician or a maintenance team of two accessing the site depending on the nature of the alert.

**57. Cost estimates of proposed development and evidence of financial capacity to complete it -**

*listing of costs on town's application form are blank, please provide a completed cost estimate with dollar amounts and evidence of financial capacity to complete project.*

The expected construction costs for the Project are \$5.1 million. The application has been updated.

Please see response to #7 for Applicant's suggested approach to provide financial assurance with regards to construction costs.

**58. Description of how proposal relates to the Site Inventory and Environmental Assessment – the Planning Board could waive this requirement if it does not think it would be beneficial to the project or to the board's review process and decision making.**

The Applicant requests that this requirement be waived given the completeness of the application.

**63. Adequate financial and technical capacity – see comments #57 above**

Please see response to #7.

**73. Adequate storm water management - see comments #46 above**

Please see response to #38.

**76. Adequate water supply for firefighting purposes**

The Applicant has initiated consultation with the Fire Department and no issues have been identified.

**77. Performance Guarantee**

Please see response to #7.

**TOWN OF MECHANIC FALLS  
APPLICATION FOR SITE PLAN REVIEW**

Minor

Major

Project Name: Solar Project – S. Main Street Mechanic Falls

Fee \$75

Fee \$125

**Applicant Information:**

1. Name of Applicant: NextGrid Renewable Energy

Address: PO Box 7775#73069, San Francisco, CA, 94120

Phone: (415)-612-2969

Email Address: daniel@nextgrid.com

2. Property Owner: Jennifer Lavoie

Address: PO Box 141, Mechanical Falls, ME 04256

Phone: 207-576-0192

3. Applicant's Agent: VHB (Gil Paquette)

Address: 500 Southborough Drive, Suite 105B, South Portland, ME 04106

Phone: (207)-310-1996

4. Name and address of person to whom all correspondence regarding this application should be sent:

Agent listed above (GPaquette@VHB.com)

\_\_\_\_\_

\_\_\_\_\_

5. What legal interest does the application have in the property to be developed, (i.e. ownership, option, purchase and sales, contract, other)? Please attach evidence of interest.

Rent \_\_\_\_\_

6. What interest does the applicant have in any abutting property, or any land within 500 feet of the proposed development?

None

7. List below the names and mailing addresses of abutting property owners, including those across a road or street, from the proposed project. (Attach additional pages if necessary)

Name	Address	Lot & Map No.
<u>See Abutting Landowners Attachment</u>		

8. Attach evidence of notification (Copies of letters sent Certified Mail with Return Receipt Requested) to property owners within 500 feet of abutting property lines.

**Property/Project Information:**

9. Nature of project. Please describe the nature of the proposed project including total floor area, type of materials/products to be handled, hours of operation, and other information to familiarize the Board with your application. (Attach additional pages if necessary)

The proposed project is to build and operate a 5.114 MWdc solar array under the Affordability of Clean Energy for Homeowners and Businesses under Efficiency Maine Trust. The project would result in a long-term stably priced renewable power resource which would benefit local municipal electric departments and their taxpayers. Please reference the attached Site Plans for project details and specifications.

10. Location of Property: (Attach a copy of the Mechanic Falls Tax Map showing property location)

Town of Mechanic Falls	Map	<u>008</u>
	Lot	<u>002</u>
Registry of Deeds	Book	<u>4501</u>
	Page	<u>242</u>

11. Provide a perimeter survey of the parcel made and certified by a registered land surveyor relating to the reference points, show true North point, corners of parcel, date of survey and total acreage. Areas within 200 feet of proposed development site shall be included. See Attached Site Plans

12. Amount of acreage currently developed: Approximately 2 Acres

13. Current use of property: Majority undeveloped forested land.  
\_\_\_\_\_  
\_\_\_\_\_

14. Is any portion of the property within 250 feet of the high-water mark of any pond, river, stream or wetland?  YES  NO

15. Is any portion of the property shown within a Special Flood Hazard Area (SFHA) on the Flood Insurance Rate Maps (FIRM) for the Town of Mechanic Falls?  YES  NO

\*\* If yes, attach a copy of FIRM panel with project location marked. See Attached Flood Maps.  
The Project is located outside of the Flood Hazard Area.

16. Is the proposed project located on a mapped sand and gravel aquifer?  YES  NO

17. State the estimate cost of each item listed below as it applies to the project as proposed in the application. Include estimates of costs of activities to minimize or prevent adverse effects on the surrounding environment during construction and/or operation of the project.

Legal	<u>                    </u>	Water Supply	<u>    0    </u>
Sewage Disposal	<u>    0    </u>	Landscaping	<u>                    </u>
Roads/Parking	<u>    0    </u>	Erosion	<u>                    </u>
Storm Water	<u>                    </u>	Other	<u>                    </u>
Structures	<u>    0    </u>	TOTAL	<u>    \$5.1 million    </u>

\*\* Attach a statement describing how you plan to finance the project. NOTE: the Planning Board may require the filing of a Performance Bond, the execution of a conditional agreement with the municipality by the applicant.

18. Gross floor area or area to be developed:     N/A    

19. Percentage of lot to be covered by structures and parking:     N/A

20. Method of Infrastructure:

Water Supply   N/A   Sewage Disposal   N/A  

\*\* If public water and/or sewer are to be used, submit a statement from the PUD as to the adequacy of public water and/or sewer lines.

Fire Protection	<u>  N/A  </u>
Electricity	<u>  N/A  </u>
Solid Waste Disposal	<u>  N/A  </u>
Surface Water Drainage	<u>  N/A  </u>

Adequate provision shall be made for surface drainage so that removal of surface waters will not adversely affect neighboring properties, downstream water quality, soil erosion, or the public storm drainage system. On-site absorption of run-off water shall be utilized to minimize the discharge from the site.

Provide a map or sketch showing the existing and proposed locations of all utility lines, sewer lines, water lines, fire hydrants, easement drainage ways, and public or private rights of way. See Attached Site Plans

21. Number of parking spaces required:   0   Number of parking spaces proposed:   0  

22. Describe the proposed erosion and sedimentation control methods to be employed during the construction and maintenance of the proposed project (an erosion and sedimentation control plan approved by the Androscoggin County Soil Conservation Service is required.

  A stormwater permit will be required from Maine DEP before the commencement of the Project. The Applicant will follow a site specific EPSC plan and will comply with all terms and conditions of the permit.  

**Other Information:**

23. List any waivers being requested:

(The Planning Board may nullify or waive any of the above application requirements or performance standards when the Planning Board determines that because of the special circumstances of the site such application requirements or standards would not be applicable or would be an unnecessary burden upon the applicant and not adversely affect the abutting owners and general health, safety and welfare of the town.)

N/A

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---

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24. Proposed construction schedule:

Construction is scheduled to begin on 9/7/2020 and end approximately 8 months later (5/7/2021).

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25. Does the project require approvals or licensing from State agencies or entities? (Such as the State Fire Marshall's Office, Department of Environmental Protection, Maine Department of Transportation, etc.)

YES

NO

If yes, attach copies of licenses or letters of approval.

26. Attach the following items to this application:

  X   A location map to show the relationship of the proposed development to the surrounding area.  
A topographic map showing contours at intervals of 5 feet elevation.

  X   A copy of any existing or proposed easements, restrictions and covenants.

  X   Existing soil condition as described by either a soils scientist, geologist, engineer, or S.C.S.  
Medium Intensity soil survey.

  N/A   If the site is NOT to be served by public sewer line, then an on-site soils investigation report by  
DHS Licensed Site Evaluator shall be provided.

To the best of my knowledge, all information submitted in the application is true and correct.

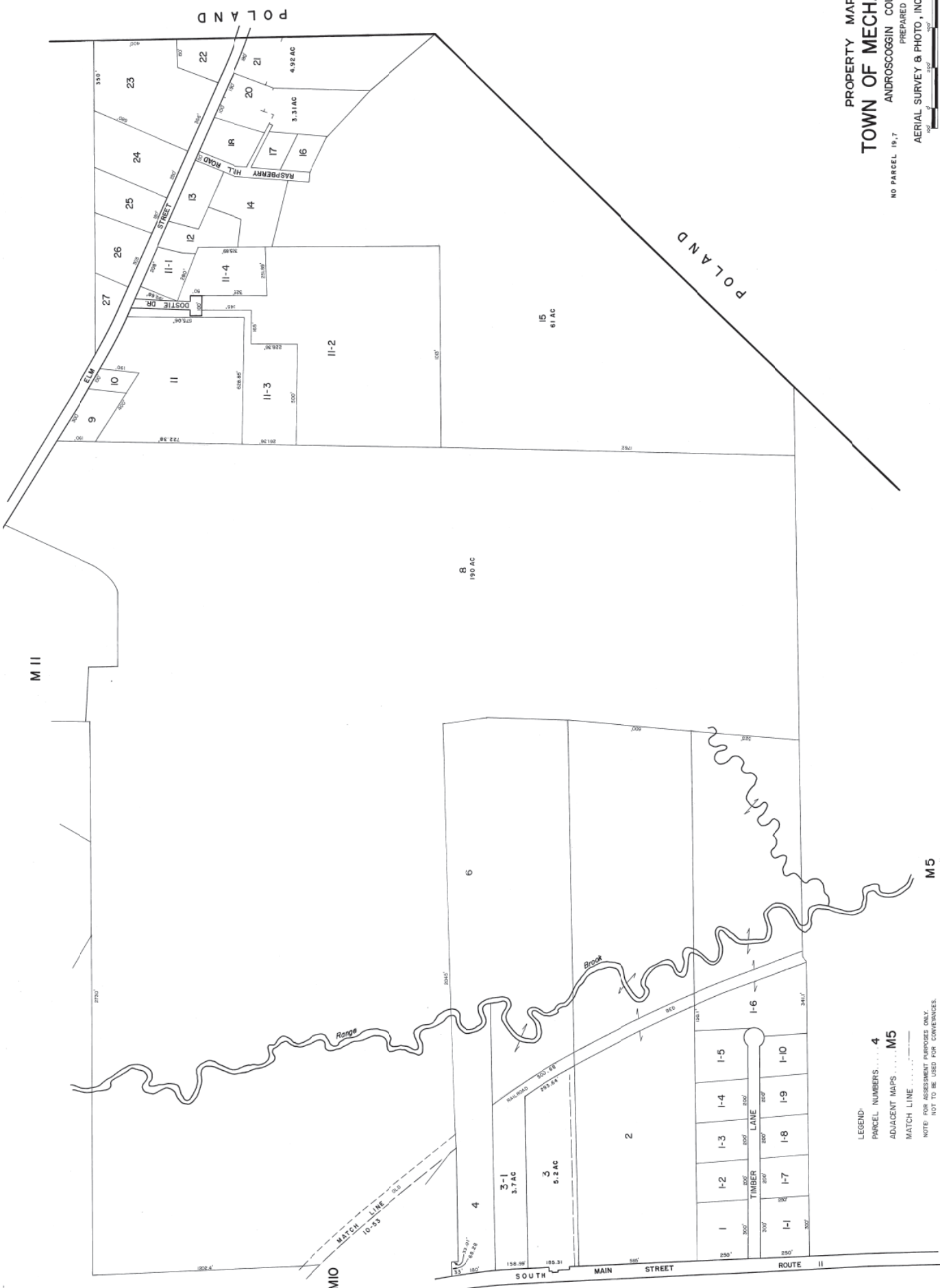
\_\_\_\_\_  
Signature of Applicant or Agent

\_\_\_\_\_  
Date



**Attachment 1**

**Tax Map**



PROPERTY MAP OVERLAY  
**TOWN OF MECHANIC FALLS**  
 ANDROSCOGGIN COUNTY, MAINE  
 PREPARED BY:  
 AERIAL SURVEY & PHOTO, INC., NORRIDGEWOCK, ME.  
 NO PARCEL 19,7



## **Attachment 2**

### **Abutting Landowners**

**Abutting Landowner Information**  
**Photovoltaic System - South Main Street, Mechanic Falls**  
 NextGrid Renewable Energy  
**Prepared by:** VHB (A. Slaney) January 10, 2020



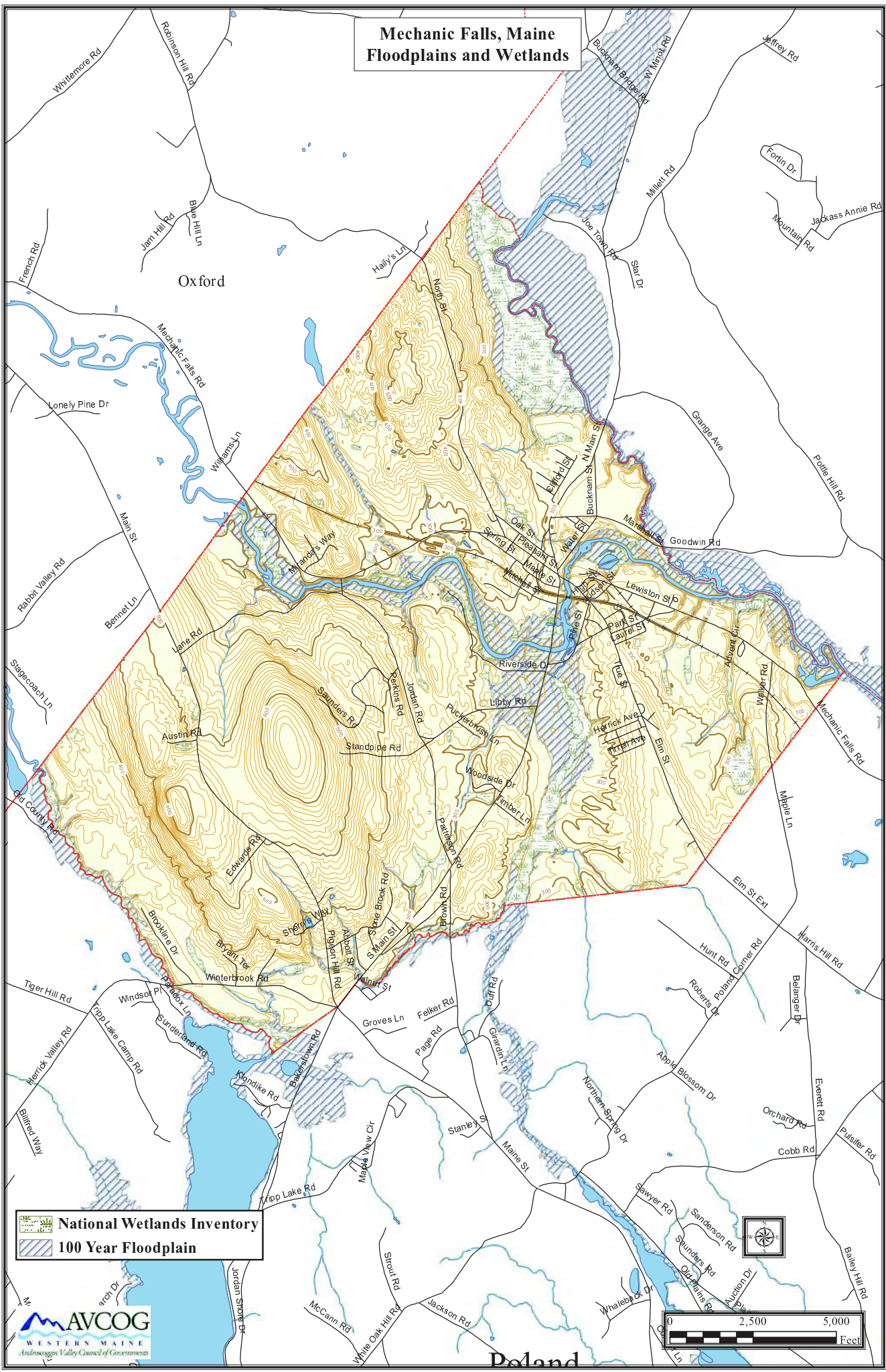
<u>Parcel Number</u>	<u>Property Address</u>	<u>Owner Name</u>	<u>Owner Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
008-003-000-000	250 SOUTH MAIN STREET	STEVEN DEWEVER	250 SOUTH MAIN STREET	MECHANIC FALLS	ME	04256
008-003-001-000	SOUTH MAIN STREET	JOYCE CRANE	PO BOX 335	MECHANIC FALLS	ME	04256
008-004-000-000	232 SOUTH MAIN STREET	OWEN GOMES	232 SOUTH MAIN STREET	MECHANIC FALLS	ME	04256
008-006-000-000	SOUTH MAIN STREET	WALTER GOSS	311 ELM STREET	MECHANIC FALLS	ME	04256
008-008-000-000	SOUTH MAIN STREET	WALTER GOSS	311 ELM STREET	MECHANIC FALLS	ME	04256
008-001-000-000	6 TIMBER LANE	JENNIFER LAVOIE	PO BOX 141	MECHANIC FALLS	ME	04256
008-001-001-000	7 TIMBER LANE	ANGELA DAICY	7 TIMBER LANE	MECHANIC FALLS	ME	04256
008-001-002-000	10 TIMBER LANE	SCOTT BELLMORE	10 TIMBER LANE	MECHANIC FALLS	ME	04256
008-001-003-000	26 TIMBER LANE	DAVID RODRIGUES	26 TIMBER LANE	MECHANIC FALLS	ME	04256
008-001-004-000	34 TIMBER LANE	KEITH BENNETT	34 TIMBER LANE	MECHANIC FALLS	ME	04256
008-001-005-000	33 SOUTH MAIN STEET	MAURICE BERUBE	33 SOUTH MAIN STEET	MECHANIC FALLS	ME	04256
008-001-006-000	47 TIMBER LANE	JAMES MARSTON, JR	47 TIMBER LANE	MECHANIC FALLS	ME	04256
008-001-007-000	15 TIMBER LANE	STACEY YORK	15 TIMBER LANE	MECHANIC FALLS	ME	04256
008-001-008-000	27 TIMBER LANE	ALBERT LEPAGE	27 TIMBER LANE	MECHANIC FALLS	ME	04256
008-001-009-000	25 TIMBER LANE	FREDRICK SKRIPOL	25 TIMBER LANE	MECHANIC FALLS	ME	04256
008-001-010-000	43 TIMBER LANE	THOMAS KUKLINSKI	43 TIMBER LANE	MECHANIC FALLS	ME	04256
007-035-000-000	26 WOODSIDE DRIVE	NATASHA MORRISSETTE	26 WOODSIDE DRIVE	MECHANIC FALLS	ME	04256
007-035-001-000	13 WOODSIDE DRIVE	BRIAN BREWER	13 WOODSIDE DRIVE	MECHANIC FALLS	ME	04256

\* Property abutter information data retrieved from the Town of Mechanic Falls website: <http://jeodonnell.com/cama/mechanic-falls/>. Accessed on 1/10/2020.

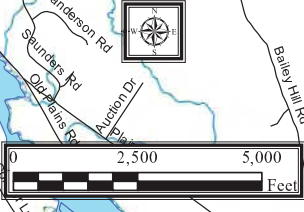
## **Attachment 3**

### **Wetland and Flood Maps**

# Mechanic Falls, Maine Floodplains and Wetlands



 National Wetlands Inventory  
 100 Year Floodplain



Poland

# National Flood Hazard Layer FIRMMette



44°5'45.29"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D

OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall

OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
OTHER FEATURES		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature

MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/9/2020 at 3:42:31 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

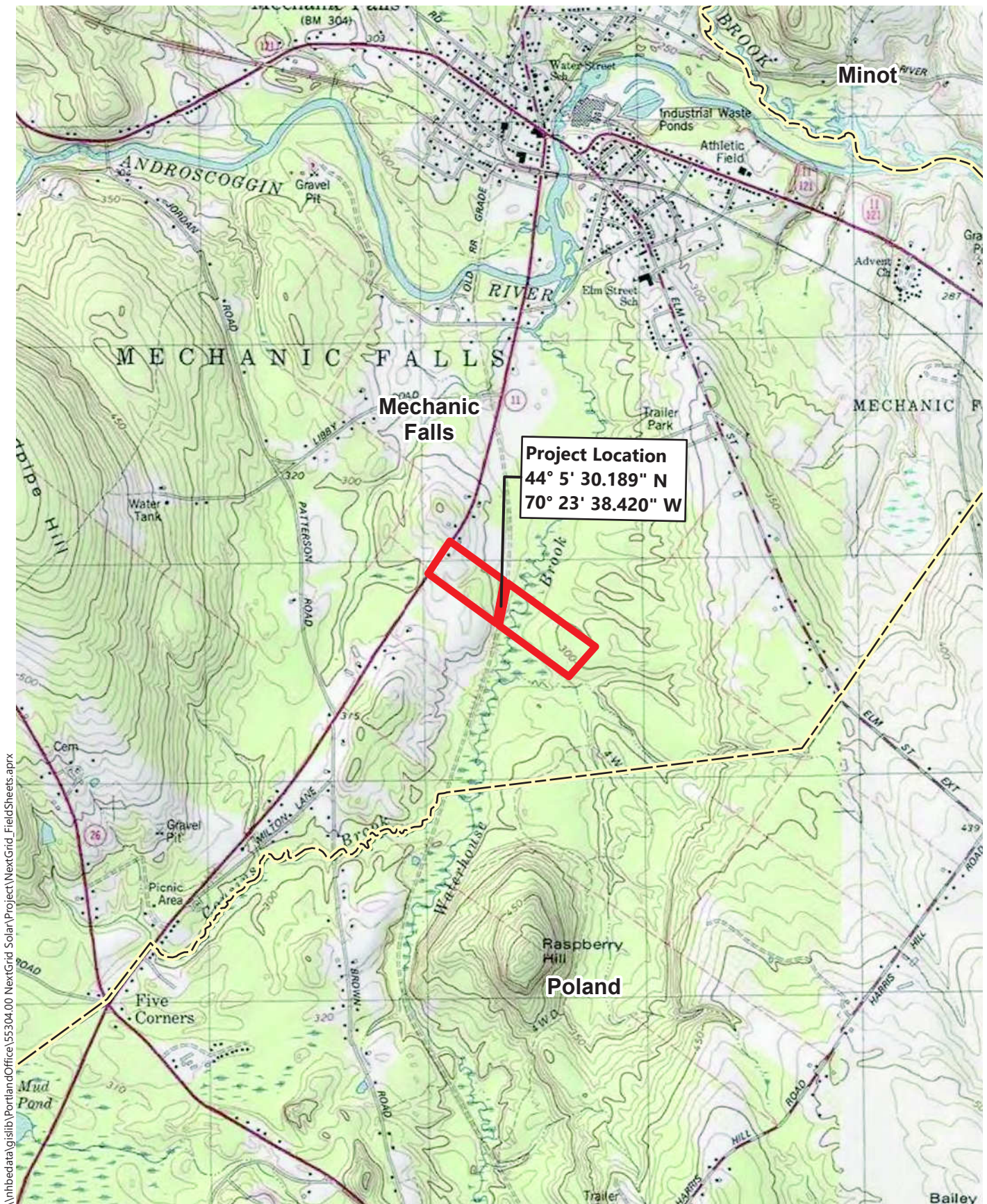
70°23'59.23"W

70°23'21.17"W

**Attachment 4**

**USGS Map**





\\vhbdata\gis\lib\PortlandOffice\55304.00 NextGrid Solar\Project\NextGrid\_FieldSheets.aprx



**Next Grid Solar Site  
Timber Lane**

Mechanic Falls, Maine

- Legend**
- Project Limits
  - Town Boundary

**USGS Locus Map**

Source: VHB, MEGIS, ArcGIS Online

**Attachment 5**

**Warranty Deed**

See  
p 1000  
p 157

Bk4501 Pg242 #17136  
09-05-2000 @ 03:54p

N O T  
A N A N  
O F F I C I A L W A R R A N T Y D E E D O F F I C I A L



MICHAEL SPAULDING and LYNN SPAULDING MEUSE of PO Box 189, Auburn, County of Androscoggin, and State of Maine, for consideration paid, grant to JENNIFER M. LAVOIE of PO Box 141, Mechanic Falls, County of Androscoggin, and State of Maine, with WARRANTY COVENANTS, the land, together with the buildings thereon, situated in the Town of Mechanic Falls, County of Androscoggin, and State of Maine, bounded and described as follows:


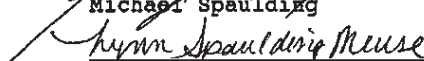
PARCEL ONE: BEING bounded on the northwest by the Froad Gunning from Mechanic Falls to Poland Corner; on the northeast by land formerly owned or occupied by John Thorpe; on the southeast by land formerly of Belle McCann; and on the southwest by land formerly of Mrs. Annie Nason; containing thirty-three (33) acres, more or less.

PARCEL TWO: BEING the Maine Central Railroad bed, now in disuse as such, and commencing on the line formerly of Samuel H. Hemphill, formerly owned by Joseph P. and Joseph D. Dunn, and land now or formerly of Elmer Spaulding, which was formerly owned by Daniel Bray; thence northerly over the sixty-six (66) foot wide strip of road bed to the line of land of Benjamin B. Strout or Alice M. Strout, formerly owned by Sullivan A. Bray.

BEING THE SAME PREMISES CONVEYED to Michael Spaulding and Lynn Spaulding Meuse by an Administrator's Deed by Jeremiah T. Healy, Administrator of the Estate of Robert E. Spaulding, to Robert Spaulding, Michael Spaulding and Lynn Spaulding Meuse dated May 18, 1989, recorded in Book 2412, Page 300 and by a Quit Claim Deed from Robert Spaulding to Michael Spaulding and Lynn Spaulding Meuse dated December 6, 1990, recorded in Book 2672, Page 23 and by a Confirmatory Quit Claim Deed from Robert Spaulding to Michael Spaulding and Lynn Spaulding Meuse dated September 30, 1998, recorded in Book 4081, Page 296.

WITNESS our hands and seals this 1st day of September, 2000.

  
\_\_\_\_\_  


  
Michael Spaulding  
  
Lynn Spaulding Meuse

STATE OF MAINE  
ANDROSCOGGIN, SS.

September 1, 2000

Then personally appeared the above named Michael Spaulding and Lynn Spaulding Meuse and acknowledged the foregoing instrument to be their free act and deed.

Before me,

  
ANDROSCOGGIN COUNTY Malcolm W. Philbrook, Jr.  
Attorney at Law

  
REGISTER OF DEEDS

MAINE REAL ESTATE  
TRANSFER TAX PAID

CROCKETT,  
PHILBROOK  
& CROUCH, P.A.  
ATTORNEYS AT LAW  
178 COURT STREET  
AUBURN, MAINE 04210

## **Attachment 6**

### **Soil Report**

Soil Map—Androscoggin and Sagadahoc Counties, Maine



Map Scale: 1:5,380 if printed on A landscape (11" x 8.5") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84



## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)




















### Soils







 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

### Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

### Water Features

 Streams and Canals

### Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Androscoggin and Sagadahoc Counties, Maine  
 Survey Area Data: Version 20, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 20, 2010—Aug 29, 2010

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AaB	Adams loamy sand, 0 to 8 percent slopes	9.2	24.4%
AaC	Adams loamy sand, 8 to 15 percent slopes	6.0	15.8%
AaD	Adams loamy sand, 15 to 30 percent slopes	1.3	3.4%
Lk	Charles silt loam, 0 to 2 percent slopes, occasionally flooded	6.1	16.1%
NgB	Ninigret fine sandy loam, 0 to 8 percent slopes	12.1	32.1%
So	Scarboro fine sandy loam	3.1	8.3%
<b>Totals for Area of Interest</b>		<b>37.8</b>	<b>100.0%</b>

**Attachment 7**

**Redacted Lease Agreement**



**COMMERCIAL TERMS - LAND LEASE AGREEMENT**

Effective Date	January 10, 2020	
Lease Commencement Date	Date Utility grants Permission to Operate	
Lessor	Jennifer Lavoie	
Lessee	NextGrid Inc	
Premises	South Main St. Mechanic Falls ME 04256, Rear Land Parcel Behind Railroad Bed  See Exhibit A, may be adjusted pursuant to Section 3(c).	
Rent	Initial Term: [REDACTED] per usable acre per year Extended Term: [REDACTED] er usable acre per year	
Total Expected Lease Value	Initial Term: [REDACTED] Non-Refundable Earnest Money [REDACTED] During Development Period. Extended Term: [REDACTED] Per 5 Year Extension	
Development Period	Eighteen (18) months after the Effective Date, as may be extended pursuant to Section 5(b) Non-Refundable [REDACTED] Earnest Money Paid.	
Initial Term <sup>1</sup>	Twenty (20) years commencing upon the earlier of (i) the date the System begins commercial operation; or (ii) the expiration of the Development Period, as may be extended by Section 6	
Extension Exercise Notice Deadline <sup>2</sup>	90 days	
Addresses for Notices	Lessee: NextGrid Inc PO Box 7775 #73069 San Francisco, CA 94120	Lessor: [Jennifer Lavoie _____] P.O. Box #141 Mechanic Falls, ME 04256  With a copy to: Above

**CONACT INFORMATION**

Contact Name	Jennifer Lavoie
Email	<a href="mailto:csgjennifer@gmail.com">csgjennifer@gmail.com</a>
Phone	207 576-0192
Utility Account Number	
Closest Utility Pole Number	CMP Co #25

<sup>1</sup> Note: It is essential that the lease term is at least as long as the associated PPA.

<sup>2</sup> Parties agree to write in once Extension Exercise Notice is delivered.

## LEASE AGREEMENT

This ROOFTOP LEASE AGREEMENT (this "**Lease**"), specifically including the Commercial Terms preceding this page, is made as of Effective Date (the "**Effective Date**"), by and between Lessor ("**Lessor**"), and Lessee ("**Lessee**"). Lessor and Lessee may be referred to hereinafter individually as a "**Party**," or collectively as the "**Parties**."

A. The real property owned by Lessor that is the subject of this Lease including access rights and Easements ("**Premises**") and the property on which the Premises is located, if larger, ("**Property**"), is more particularly described in the attached Exhibit A, as may be adjusted pursuant to Section 3(c) below.

B. Lessee desires to obtain the exclusive right to occupy the Premises and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain and operate the System to be located upon, on and within the Premises as well as all the rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree to the foregoing recitals and as follows: Lessor Reserves the Right to Harvest Wood and Soil and Mineral Rights During or Prior to the Development Period as Agreeable to Both Parties:

**1. Definitions.** Capitalized terms not otherwise defined in this Lease or on the Cover Sheet have the meanings assigned to them in Exhibit C.

**2. Development Period.** During the Development Period, and if applicable, the Initial Term, Lessor shall cooperate with (i) the performance of Tests, (ii) the obtaining by Lessee, at Lessee's expense, of all licenses and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities (collectively, "**Governmental Approvals**") and (iii) the securing by Lessee at Lessee's expense of all other leases, agreement, licenses and Permits or authorizations that relate to other Property or Premises. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises. In the event that a utility company requires an easement in connection with Lessee's use of the Premises, Lessor shall grant such necessary easement to the utility company, provided that such easement is in a commercially reasonable and recordable form. In connection with the foregoing, Lessee shall reimburse Lessor for all governmental fees and expenses for the Governmental Approvals, Increased Real Estate Taxes, Surveyor Fees, Liability Insurance Policies, Fees Incurred, Including Walter Goss's Abutter's Fee for Access Road or Easement to Transverse Abutter's Land to South Array Field, and Non-Refundable Earnest Money of \$7,500.00 within thirty (30) days after written demand therefor.

**3. Leased Premises, Use and Related Rights.**

(a) Lessor hereby leases the Premises to Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate and maintain the System for the generation and distribution of electrical power. Lessor hereby also grants to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for any purposes reasonably connected with this Lease for a period co-terminus with the Lease, an easement which is irrevocable during the Lease Term for access, ingress, egress, utilities and related rights to the Premises and/or any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the "**Easements**"). The Easements are generally depicted on Exhibit A attached hereto and incorporated herein. In the event that Lessee or the utility company desires to make such Easements a public record, Lessor shall execute and have notarized a commercially reasonable recordable document to

memorialize the Easement, which Lessee may record in the office where real estate records are customarily filed in the jurisdiction of the Premises.

(b) Lessor hereby grants Lessee the right to use and occupy the Premises for installing and operating one or more solar photovoltaic electric generating systems, designed to produce electricity and deliver such electricity to the electric interconnection point, and all related appurtenances.

(c) Prior to the commencement of the Initial Term, Lessee shall identify all square feet determined as solar viable and elected by Lessee to be leased during the Initial Term and the definition of Premises shall be adjusted accordingly as of the commencement of the Initial Term.

(d) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators).

**4. Rent.** During the Lease Term, Lessee shall pay the Rent to Lessor for rental of the Premises ("**Rent**"), which shall be due quarterly, in advance, beginning on the Lease Commencement Date. Subject to Section 22(c), in the event this Lease is terminated by Lessee in accordance with this Lease prior to the Expiration Date, Lessor shall refund to Lessee the pre-paid but unearned annual Rent (pro-rated on a daily basis) within thirty (30) days after Lessee removes the System pursuant to the terms of Section 5. Lessor, its successors, assigns and/or designee, if any, shall submit to Lessee any documents required by Lessee in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

**5. Term and Termination; Removal.**

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be sooner terminated or extended. Notwithstanding anything to the contrary herein, the Expiration Date shall not occur prior to the expiration of any power purchase, energy sales, utility credit purchase or similar agreement entered into by Lessee to sell the products generated by the System.

(b) The Development Period shall commence on the Effective Date and terminate on the date that is twelve (12) months thereafter, provided such period may be extended by Lessee for an additional twelve (12) months upon written extension notice by Lessee to Lessor given within the Development Period (the "**Development Period**").

(a) Notwithstanding anything to the contrary herein, Lessee may terminate this Lease immediately upon thirty (30) days written notice to Lessor without penalty or further liability if: (i) Lessee determines that the System cannot be installed and operated according to the investment criteria of Lessee's debt or equity financing sources and the provisions of the applicable power purchase agreement and interconnection agreement, (ii) if Lessee receives unacceptable Test results, (iii) if Lessee does not obtain, maintain or otherwise forfeits or cancels any necessary license, permit or Governmental Approval, or (iv) in Lessee's sole and absolute discretion. If Lessee determines that the condition of the title to the Premises could delay, interfere with, impair or prevent Lessee's development, operation or financing of the System, Lessee shall notify Lessor of such condition and Lessor shall remove such condition prior to the expiration of the Development Period. If Lessor is unable to remove such condition within such period, Lessee shall have the option upon written notice to Lessor prior to the end of such period, to extend the Development Period for thirty (30) days to allow for Lessor to remove such condition.

(b) If this Lease expires or is terminated by Lessee in accordance with Section 5(c), Lessee shall complete the removal of the System and repair of any damage caused to the Premises by the installation

or removal of the System on or before the Removal and Restoration Date. Lessee shall complete the removal of all of its tangible property comprising the System from the Premises and restore the Premises to its original condition, normal wear and tear excepted and provided that Lessee shall not be required to restore the Premises to its original grade or remove subsurface equipment by the Removal and Restoration Date. The removal and restoration shall be at Lessee's sole expense. In connection with such removal and restoration, Lessor shall continue to provide Lessee and its Affiliates and subcontractors with access to the Premises until the Removal and Restoration Date.

(e) In the event Lessee fails to complete the removal of the System and restoration of the Premises by the Removal and Restoration Date, Lessor may provide notice to Lessee stating that Lessee has failed to remove the System (the "**Abandonment Notice**"). If Lessee fails to remove the System within sixty (60) days after receipt of the Abandonment Notice, Lessor shall have the right, at its option, in its sole discretion, to cause the removal the System by a qualified licensed contractor and complete restoration of the Premises, at Lessee's cost and expense.

**6. Extension Option.** Lessee shall have the option to extend the Initial Term for three (3) additional and successive five (5) year periods, (each an "**Extended Term**") beginning on the day following the expiration of the then-current Term (each an "**Additional Extension Term**"), by giving notice (the "**Extension Exercise Notice**") to Lessor not less than ninety (90) days prior to the Expiration Date, and without the requirement of any further action on the part of either Lessor or Lessee.

**7. System Construction; Lessor Acknowledgment.** Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits. Throughout the Lease Term, Lessee shall have the right to construct, operate, maintain, clean, repair, replace and dispose of part or all of the System as Lessee in its discretion determines to be necessary. Lessor acknowledges and understands that the System shall consist of a solar photovoltaic electric generating system, designed to produce electricity and deliver such electricity to the electric interconnection point, including without limitation all of the following: installation equipment; generation facilities, including inverters, fuses, transformers, wiring and output breakers; facilities necessary to connect to the electric interconnection point; protective and associated equipment; and other improvement reasonably necessary for the construction, operation, monitoring and maintenance of the system. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, maintenance and removal of the System.

**8. Access to Premises.**

(a) Commencing on the Effective Date and throughout the Lease Term, Lessee shall have the exclusive right to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations ("**Tests**"), and design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System on the Premises. Lessor shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the System and access for rigging and material handling, and including a temporary, reasonable area for construction laydown, as further described on Exhibit B or as reasonably designated by Lessor from time to time. Lessor and its authorized representatives shall at all times have access to and the right to observe the installation of the System, subject to compliance with Lessee's safety rules and Applicable Laws, and subject at all times to the sole and absolute discretion of Lessee's construction manager; provided, however, that Lessor shall not interfere with the installation of the System or enter onto, move, adjust, alter, tamper with or otherwise handle any Lessee equipment or any component of the System.

(b) Lessee and Lessee Parties shall at all times conduct themselves in a professional manner at the Premises and shall observe the reasonable requests of Lessor. Lessee shall use reasonable care in entering and exiting the Premises, and in its storage of equipment and materials at the Premises or Property.

(c) Lessor shall have the right to conduct a yearly acreage assessment for this Leased Land Agreement to ensure accurate Leasing of acreage is utilized by Lessee, and for monetary adjustments due to increased land usage for Lessor.

(d) Upon termination of the Lease, Lessee shall, at Lessee's sole cost and expense, promptly remove any and all liens, improvements, personal property, equipment, goods, and other property, and all trash, debris, and other refuse from the Premises that is the result of Tests, and shall have no other rights in and to the Premises or Property.

**9. Statutory and Regulatory Compliance.** Lessee, Lessee Parties, Lessor and the Lessor Parties shall each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

**10. Lessee's Ownership of System and Output.** The System is personal property, whether or not the same is deemed real or personal property under Applicable Law and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee shall be the legal and beneficial owner of the System at all times and Lessor shall have no right, title or interest in the System or any component thereof, notwithstanding that any such System may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises which could reasonably be construed as attaching to the System as a fixture of the Property or Premises, Lessor shall provide a disclaimer or release from such lien holder. Lessor, as the fee owner of the Property, consents to the filing by Lessee, on behalf of Lessor, of a disclaimer of the System as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property. Further, Lessor acknowledges and agrees that Lessee is the exclusive owner of all electricity and all utility credits generated by the System and owner of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by the System will be connected to the distribution grid or transmission grid and sold by Lessee to third parties. Electricity generated will not be available to Lessor or any other occupant at the Property. Without the express consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Environmental Attribute or Incentive relating to the System or the electricity generated by the System. The Parties acknowledge and agree that the System shall not be considered an electric public utility, an investor owned utility, a municipal utility, or a merchant power plant otherwise known as an exempt wholesale generator.

**11. Representation and Warranties of the Parties as to Authorization and Enforceability**

Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

**12. Representations, Warranties and Covenants of the Lessor**

(a) **Lessor's Title to Premises.** Lessor represents, warrants and covenants that Lessor has a lawful fee simple interest in title to the Property, including the Premises, and that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Property unless Lessor shall have given Lessee at least thirty (30) days' prior notice thereof, which notice shall identify the transferee, the area of the Property to be so transferred and the proposed date of transfer. Lessor agrees that this Lease and the Easements granted in this Lease shall run with the Property and survive any transfer of all or any portion of the Property. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the System, or any work related to such System, and shall not gain any interest in the System by virtue of the Lessor's transfer.

(b) **No Interference With and Protection of System.** Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. Lessor shall take all reasonable actions to limit access to the Premises to Lessee and Lessee Parties. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's negligence, misconduct or breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(c) **Non-Disturbance Agreements.** Lessor shall obtain a non-disturbance agreement ("**NDA**") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, which NDA shall: (i) acknowledge and consent to the Lessee's rights to the Premises and the System under this Lease; (ii) acknowledge that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties' performance or breach of this Lease; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Lease; (iv) waives any lien the third party may have in and to the System; and (v) agrees not to disturb Lessee's possession of the Premises.

(d) **Insolation.** Lessor acknowledges and agrees that access to sunlight ("**insolation**") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any interference with insolation on and at the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed any structure on or adjacent to the Premises or on any adjacent property owned by any Affiliate of Lessor that could adversely affect insolation levels, permit the growth of foliage that could adversely affect insolation levels, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Premises, Lessor shall promptly advise Lessee of such information and reasonably cooperate with Lessee in taking measures to preserve average levels of insolation at the Premises as they existed as of the Lease Commencement Date. Such measures may include, but not be limited to, obtaining a solar access easement. In the event any such obstruction occurs and is not promptly removed, Lessee shall have the right to terminate this Lease without penalty or further liability, upon notice to Lessor. Notwithstanding any other provision of this Lease, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 12(d), (ii) an award of damages might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to

equitable relief, including specific performance, to compel compliance with the provisions of this Section 12(d). Lessor further represents and warrants that, to the best of its knowledge, there are no developments pending or in progress on adjacent or nearby properties that could diminish the insolation to the Premises.

(e) Hazardous Substances. Lessor represents and warrants that there are no Hazardous Substances present on, in or under the Property or Premises in violation of any Applicable Law.

(f) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor. Lessor represents and warrants to Lessee that there are no site conditions at the Property or Premises which would:

(i) materially increase the cost of installing the System at the planned locations on the Premises or would materially increase the cost of maintaining the System at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the System; or (ii) adversely affect the ability of the System, as designed, to produce electricity once installed, absent conditions beyond Lessor's reasonable control.

(g) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

(h) Liens. Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the System or any interest therein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the System and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessee's attorneys' fees and court costs. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof.

(i) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "**Security Interest**") in the System to one or more Financing Parties and Lessor hereby consents to such Security Interest. In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Premises; (ii) there is no existing lease, mortgage, security interest or other interest in or lien upon the Property or Premises that could attach to the System as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; and (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Lease.

(j) Utilities. At Lessee's request, Lessor shall provide electric current and water to the perimeter of the Premises; provided, however, separate meters for such utilities shall be installed at Lessee's expense and Lessee shall be responsible for all utility expenses.

### 13. Representations, Warranties and Covenants of Lessee.

(k) **Regulatory Status.** Lessee represents and warrants that it is not an electric public utility, investor owned utility, a municipal utility, a merchant power plant or electrical corporation as defined under the laws of the State of .

(l) **Liens.** Except for any Financing Party's Security Interest in or ownership of Lessee's interest in this Lease, Lessee's personal property or the System, Lessee shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Premises or Property and agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Premises or Property, to the extent that such encumbrance or interest arises from or is related to Lessee's performance or non-performance of its obligations hereunder.

**14. Hazardous Substances.** Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any such Hazardous Substances, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Parties may suffer or incur due to any actions, that relate to or arise from such Party's activities on the Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substance not caused solely by Lessee, that have occurred or which may occur on the Property. Lessor agrees to indemnify, defend and hold Lessee harmless from Environmental Claims resulting from actions on the Property not caused by Lessee. This Section 14 shall survive the termination or expiration of this Lease.

**15. Maintenance.** Throughout the Lease Term, any Extension Term and through the Removal and Restoration Date, Lessee shall have the right: (i) to add to, remove or modify the System or any part thereof, and (ii) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Lease, including, but not limited to, the right to clean, repair, replace and dispose of all or a part of the System as Lessee in its sole discretion determines to be necessary, without prior notice to or consent of Lessor, and all at the sole cost and expense of Lessee. Lessee, at its expense, may use any and all appropriate means of restricting access to the System and Premises, including without limitation, the construction of a fence.

**16. Insurance.**

(a) Generally, Lessor and Lessee shall each maintain the insurance coverages set forth in Exhibit D in full force and effect throughout the Lease Term either through insurance policies, or self-insured programs reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained. Lessee shall reimburse Lessor for insurance coverage within a 30 day notice.

(b) **Waiver of Subrogation.** Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.



(c) **System Loss.** In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("**System Loss**"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue the Lease. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, (i) this Lease shall terminate automatically effective upon the date of such System Loss, (ii) Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss, and (iii) Lessor shall promptly return to Lessee any prepaid but unearned rent.

**17. Taxes.** Lessee shall pay any personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority which are related to Lessee's ownership of the System. Lessor shall pay, when due, all (i) real and personal property taxes relating to the Property, Lessee has agreed to reimburse Lessor any tax increases whether real or personal with the commencement of this Land Lease Agreement within 30 days notice. (ii) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or payments derived from the Premises by Lessor or the owner of any interest therein, and (iv) Lessee has agreed to reimburse Lessor any taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof, and those expressly assumed by Lessee hereunder. In the event that Lessor fails to pay any such taxes or other fees and assessments for which it is responsible under this Lease, Lessee shall have the right to pay such owed amounts and notify Lessor of payments. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 17.

**18. Liability and Indemnity.**

(i) Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a breach of any obligation of the indemnitor under this Lease, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

(ii) This Section 18 shall survive the termination of this Lease.

**19. Casualty.** In the event the Premises or access thereto shall be so damaged or destroyed by fire or other casualty so as to make the use of the Premises impractical, as determined by Lessee in its sole and absolute discretion, then Lessee may elect to terminate this Lease without penalty or further liability upon notice to Lessor effective as of a date of such damage or destruction. In the event of such termination, Lessee shall remove the System and restore the Premises in accordance with Section 5(c). If Lessee does not elect to terminate this Lease in the event of such a casualty, the Rent shall be abated until such time as the use thereof is restored and upon Lessor's restoration of the Premises, Lessee shall have the sole responsibility for restoration of the System.

**20. Condemnation.** In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Lease immediately upon notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

**21. Assignment**

Lessee shall not assign any of its rights, duties or obligations under this Lease without the prior consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may, without consent from Lessor, assign any of its rights, duties or obligations under this Lease: (i) to a Financing Party, (ii) to one or more of its Affiliates of equal or greater creditworthiness as Lessee, (iii) to one or more third parties in connection with a collateral assignment of rights, mortgage, pledge or otherwise, (iv) to any Person or entity succeeding to all or substantially all of the stock or assets of Lessee, provided that such assignee can provide reasonable evidence of its financial and technical wherewithal to perform the obligations of assignor, or (v) to a successor entity in a merger or acquisition transaction. In order to facilitate financing of the System, Lessor agrees to enter into a consent and assignment agreement with Lessee's Financing Party reasonably required by Lessee and such Financing Party as solely the Landlord Leasing Land. Lessor shall not hold any financial responsibility or risk from Lessee's financing, business transactions, malfeasance, negligence, or appurtenances. An assignment by either Party in accordance with this Section 21 shall relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

**22. Defaults and Remedies.**

**(a) Default.** If a Party (the "Defaulting Party") fails to perform any covenant or obligations hereunder or commits a material breach of this Lease (each an "Event of Default"), then it shall be in default hereunder unless it fails to cure such Event of Default within twenty (20) Business Days after receiving notice from the other Party (the "Non-Defaulting Party") regarding the failure to perform such covenant or obligation set forth in this Lease or the material breach, stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "Notice of Default"); provided, however, that if the nature or extent of the obligation or obligations is such that more than twenty (20) Business Days are required to complete the cure, despite the exercise of commercially reasonable diligence, then the Defaulting Party shall not be in default if it commences such performance within such twenty (20) Business Day period and thereafter pursues the same to completion with commercially reasonable diligence.

**(b) Bankruptcy.** It shall also be an Event of Default by either Party if such Party becomes subject to a Bankruptcy Event.

**(c) Remedies.** If the Event of Default is not cured within the cure period provided for in this Lease, subject to the other terms and conditions of this Lease, each Party shall have the right to terminate this Lease for any breach of this Lease by the other Party that is not cured as set forth herein. Furthermore, if the Event of Default is caused by Lessee, Lessor shall have the right, in lieu of any other remedies available at law or in equity, to retain the Rent payments previously paid by Lessee as Lessor's damages therefor; provided, that, the foregoing shall not apply to any defaults arising under the indemnity provisions set forth in this Lease, in which case the non-defaulting Party shall have all rights and remedies available at law or in equity.

**23. Notices.** All Notices under this Lease shall be made in writing to the Addresses for Notices and Persons specified on the Cover Sheet. Notices required to be in writing shall be delivered by hand delivery, overnight delivery, facsimile, or e-mail. Notice by facsimile shall (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it shall be deemed received on the next Business Day). Notice by hand delivery or overnight delivery shall be deemed to have been received when delivered. Notice by e-mail shall be deemed to have been received when such email is transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it shall be deemed received on the next Business Day). A Party may change its address by providing notice of the same in accordance with the provisions of this Section 23.

**24. Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

**25. Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**26. Headings.** The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

**27. Choice of Law.** This Lease shall be construed in accordance with the laws of the State of Maine, without regard to its conflict of law principles.

**28. Binding Effect.** This Lease and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

**29. Counterparts.** This Lease may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

**30. Entire Lease.** This Lease, including the Cover Sheet and all Exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein for the leasing of the rear parcel of land behind the railroad bed, and therein and supersede all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Lease may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Lease that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

**31. Further Assurances.** Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section.

**32. Dispute Resolution.** In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Lease, or the breach hereof, that has not been resolved by informal discussions and negotiations, either Party may, within a reasonable time after the claim, dispute or other matter in question has arisen, pursue all available legal and/or equitable remedies.

**33. Force Majeure.** Except as otherwise specifically provided in the Lease, neither Party shall be considered in breach of the Lease or liable for any delay or failure to comply with the Lease (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 33 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Lease upon ninety (90) days' prior notice to the other Party without penalty or further liability. If at the end of such ninety (90) day period such Force Majeure Event continues and the material obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Lease shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Lease pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Lease shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for a (90) day period during which Lessee is not able to operate the System in the manner contemplated herein.

**34. (90)** period during which Lessee is not able to operate the System in the manner contemplated herein.

**35. Confidentiality.** This Lease, each Party's documents and information relating to this Lease, and all communications between the Parties relating to this Lease shall be deemed confidential information. The Parties shall maintain the confidentiality of and not disclose such confidential information.

**36. Attorney's Fees.** In the event there is a lawsuit, action, or proceeding between Lessee and Lessor, which arises from or concerns this Lease, whether that lawsuit, action, or proceeding involves causes of action in contract or in tort, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its actual attorneys' and expert or consultants' fees and court costs, in such lawsuit, action or proceeding. All legal proceedings and actions between Lessee and Lessor shall be under Maine Law and Maine Court System.

**37. Notice of Lease.** Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit F may be recorded in place of this Lease by Lessee.

**38. No Brokers.** Lessor and Lessee hereby represent and warrant to the other that no real estate broker or agent is entitled to a commission in connection with this Lease. In the event any broker or other party claims a commission, the party responsible for the contact with that claimant shall indemnify, defend and hold the other party harmless from that claim, including, without limitation, the payment of any attorneys' fees and costs incurred.

**39. No Partnership.** This Lease is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date set forth on the Cover Sheet.

LESSOR:

By: Jennifer M. Lavoie Jan 10, 2020  
Name: Jennifer M. Lavoie  
Title: Land owner, South main St.  
LESSEE: Mechanic Falls, ME 04256

NextGrid Inc

By: Daniel Serber  
Name: Daniel N Serber  
Title: Senior Director

ALL EXHIBITS, SCHEDULES & MEMOS COMPLETED AFTER UTILITY & PERMITTING APPROVAL (NTP)

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY AND PREMISES**

**EXHIBIT B**  
**SYSTEM SPECIFICATIONS AND SITE PLAN**



**EXHIBIT C**  
**DEFINITIONS**

***“Affiliate”*** means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

***“Applicable Law”*** means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

***“Bankruptcy Event”*** means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.

***“Business Day”*** means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

***“Environmental Attributes and Incentives”*** means any tax credit, renewable energy credit, “REC,” emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility, whether existing as of the date of any Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

***“Environmental Claims”*** means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party’s activities on the Property.

**“Environmental Law”** means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

**“Expiration Date”** the date on which the Lease Term as such date may be extended in accordance with the Lease, expires or the date on which this Lease is terminated, whichever is earlier.

**“Financing Party”** means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall give Lessor notice of and the contact information for any such Financing Party within one hundred twenty (120) days after the Commencement Date and shall confirm any change in such contact information upon request of Lessor.

**“Force Majeure Event”** means, when used in connection with the performance of a Party’s obligations under this Lease, any events or circumstances beyond the affected Party’s reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party’s performance of its obligations under this Agreement. To the extent the foregoing requirements are met, Force Majeure Event may include but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party’s failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

**“Governmental Approval”** means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

**“Governmental Authority”** means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

**“Hazardous Substances”** means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter,

biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

**"Lease Term"** means the period that commences on the Lease Commencement Date and expires at 11:59 p.m. on the Expiration Date.

**"Lessee Party" or "Lessee Parties"** means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives and invitees.

**"Lessor Parties"** means, individually or collectively, Lessor, its Affiliates and any of their authorized representatives, agents, employees, managers and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.

**"Local Electric Utility"** means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and/or transmission interconnection services to Lessee for Lessee's System.

**"Mortgage"** means security interests, including deeds of trusts, in all or in part of the System.

**"Permits"** means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

**"Person"** means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

**"Removal and Restoration Date"** means the date that is one hundred-eighty (180) days after the Expiration Date.

**"System"** means the solar photovoltaic system to be installed and operated at the Premises, as more particularly described and depicted in Exhibit B attached hereto and incorporated herein, together with all energy storage systems, utility lines, electrical production, transmission and distribution facilities, hardware and materials, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, features and improvements necessary to produce electric energy at such facility (excluding power to the Property).

**EXHIBIT D  
INSURANCE**

The Parties shall maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies, or acceptable self-insured programs:

(i) Commercial General Liability Coverage (Occurrence Form) with limits of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence and Two Million Dollars and No/100 (\$2,000,000.00) in the aggregate, and (ii) Automobile Liability Coverage of at least One Million Dollars and No/100 (\$1,000,000.00) per occurrence for bodily injury and property damage. For any claims resulting from the operation, maintenance and repair of the System, Lessee's insurance coverage shall be primary. Any insurance or self-insurance maintained by Lessor shall be in excess of Lessee's insurance and shall not contribute with it. Lessee agrees to reimburse Lessor All Commercial General Liability Insurance Coverage within (30) day notice.

92303013.6 0065374-00001D-1

**EXHIBIT E  
MEMORANDUM OF LEASE**

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

---

*(SPACE ABOVE THIS LINE FOR RECORDER'S USE)*

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** (this "**Memorandum**") is made as of January 10, 2020 (the "**Effective Date**") by and between Jennifer Lavoie ("**Lessor**") and NextGrid, Inc ("**Lessee**"). Such parties are collectively referred to herein as the "**Parties**" and individually as a "**Party.**"

For (60) days after the execution of this lease the lessee may cancel or renegotiate the terms of this lease without provision.

**RECITALS**

A. Lessor and Lessee are entering into a Lease Agreement dated as of the same date of this Memorandum and referred to in this Memorandum as the "**Lease**". The Lease pertains to certain premises on South Main Street in Mechanic Falls, Specific to the Rear Acreage at this point in time the South Array Field and depicted on Exhibit B attached hereto (the "**Leased Premises**"). The Leased Premises are a portion of the land legally described on Exhibit A attached hereto. The North Array Field is excluded from this Agreement at this time, and only shown for possible future development.

B. Lessor and Lessee desire to put third parties on notice of some of the terms and provisions of the Lease.

**NOW THEREFORE**, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. INCORPORATION OF TERMS.** All of the terms and provisions of the Lease are incorporated in this Memorandum by this reference with the same force and effect as of set forth in full in this Memorandum. Capitalized terms used in this Memorandum without definition will have the same meanings as set forth in the Lease. In the event of any inconsistency between the terms of this Memorandum and the Lease, the terms of the Lease will prevail as between Lessor and Lessee.

2. **LEASE OF PREMISES.** By this Memorandum and by the Lease, as of the Effective Date, Lessor hereby leases the Leased Premises to Lessee and Lessee leases the Leased Premises from Lessor.

1. **LEASE TERMS.** Among other things, the Lease provides the following:

3.1. **Term.** The Lease provides that the original term of the Lease will be approximately twenty (20) years, with three (3) options for Lessee to extend the term of the Lease, each for a five (5) year period, which Lessee may exercise in its sole discretion.

3.2. **Use.** Lessee is granted the right to use and occupy the Leased Premises for any lawful use, including without limitation, installing and operating one or more solar photovoltaic electric generating systems, designed to produce electricity and deliver such electricity to the electric interconnection point, and all related appurtenances.

3.3. **Other Terms.** The Lease contains other terms, as more fully set forth therein. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, and the pictured exhibits, the terms of the Lease shall control

2. **GENERAL.** This Memorandum and the Lease shall be binding upon and inure to the benefit of the Parties and their respective transferees, successors and assigns. This Memorandum may be executed in counterparts, each of which, when taken together, will constitute one and the same instrument. All Exhibits attached to this Memorandum are incorporated herein by this reference.

**IN WITNESS WHEREOF,** Lessor and Lessee have executed this Memorandum as of the day and year first above written.

**LESSEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSOR:**

Jan 10, 2020  
By: Jennifer M. Lavoie  
Name: Jennifer M. Lavoie  
Title: Landowner Southmain ST.  
Mechanic Falls, ME 04256

*ALL SIGNATURES TO BE NOTARIZED*

EXHIBITS

Exhibit A - Legal Description  
Exhibit B - Site Plan

**ACKNOWLEDGMENT OF LESSOR**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_ who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and that by his  
signature on the instrument, the person, or the entity upon behalf of which the person acted,  
executed the instrument.

I certify under penalty of perjury under the laws of the State of \_\_\_\_\_ that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)



**ACKNOWLEDGMENT OF LESSEE**

STATE OF \_\_\_\_\_ )  
  )       ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)

# PHOTOVOLTAIC SYSTEM FOR NEXTGRID - MECHANIC FALLS, ME, S MAIN ST SOUTH MAIN STREET, MECHANIC FALLS ME 04256

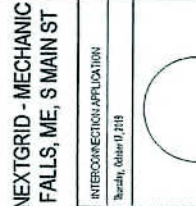


WE warrant that the system components shall conform to the specifications and standards set forth in the contract documents. We warrant that the system components shall conform to the specifications and standards set forth in the contract documents. We warrant that the system components shall conform to the specifications and standards set forth in the contract documents.

**NEXTGRID - MECHANIC FALLS, ME, S MAIN ST**

INTERCOMMISSION APPLICATION  
Hurdly, Adam J 2/18

NOT FOR CONSTRUCTION



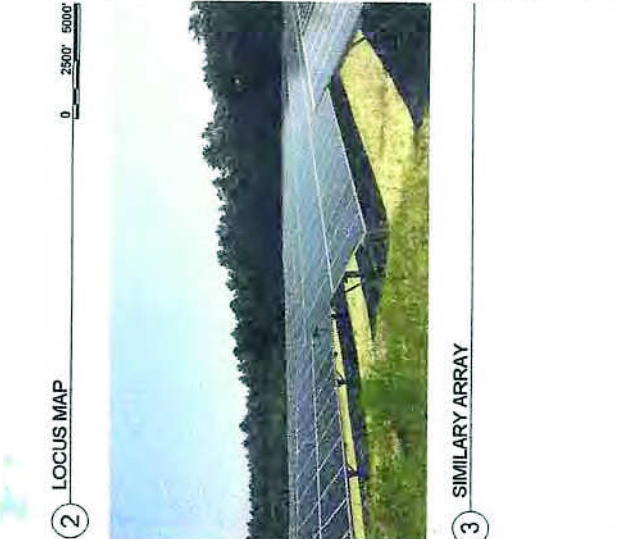
NO.	DATE	DESCRIPTION
1	10/20/2018	INTERCOMMISSION APPLICATION

NO.	DATE	DESCRIPTION
1	10/20/2018	INTERCOMMISSION APPLICATION

NO.	DATE	DESCRIPTION
1	10/20/2018	INTERCOMMISSION APPLICATION
2	10/20/2018	INTERCOMMISSION APPLICATION



**2** LOCUS MAP

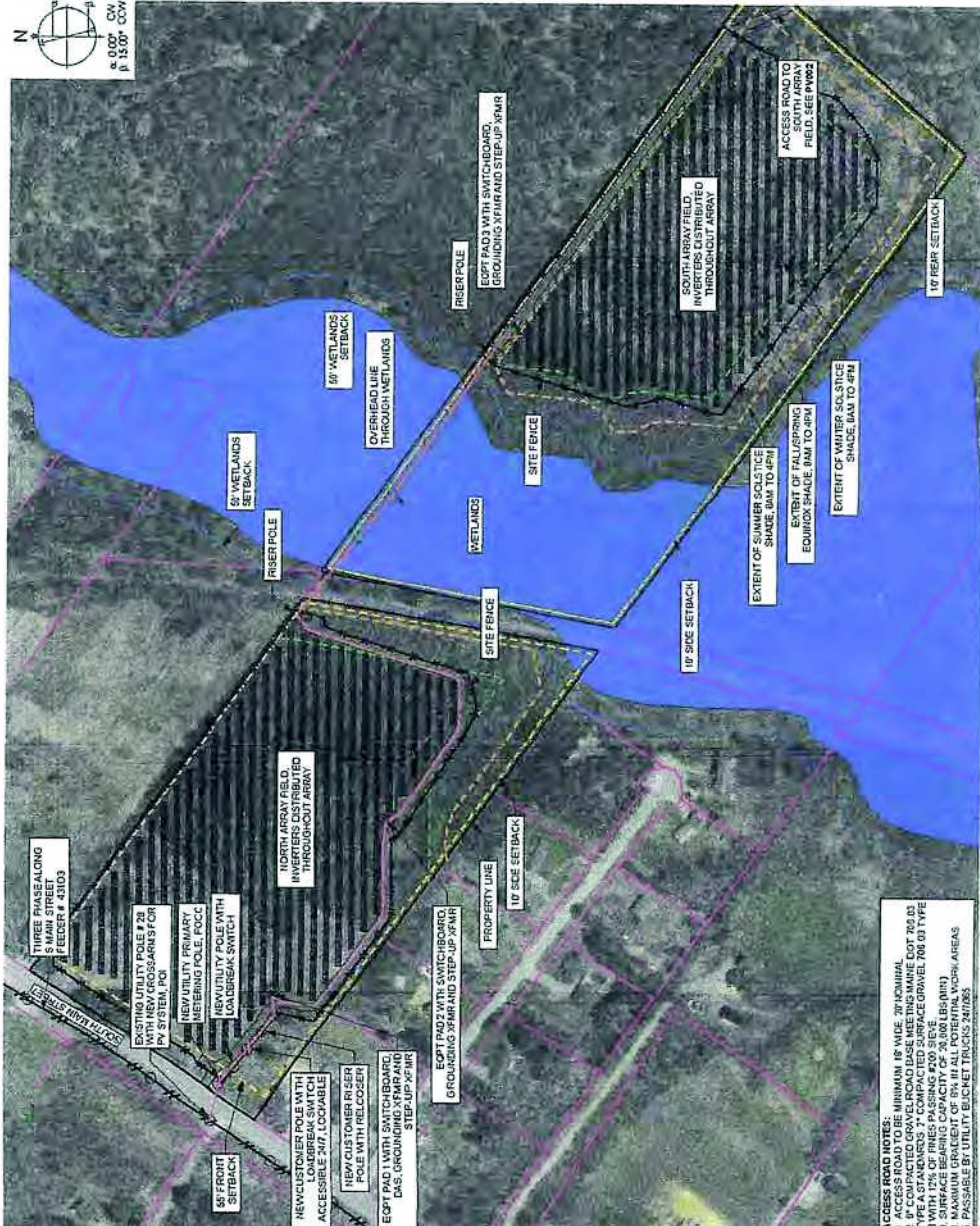


**3** SIMILARY ARRAY

MODULES	DC POWER	AC POWER	ANNUAL AC ENERGY
16,877 (260W)	8,001 MWdc	4,160 MWac	6.161 MWh/yr

25° FIXED TILT PV ARRAY  
AZIMUTH: 0°E SOUTH

PERMITTED ANNUAL ENERGY PRODUCTION USING PERMITS CALCULATOR  
PERMITS CALCULATOR: 2018 PERMIT DATA  
PROGRAM MODULES: 16,877  
PERMITTED ANNUAL ENERGY PRODUCTION USING PERMITS CALCULATOR: 6.161 MWh/yr  
PERMITTED ANNUAL ENERGY PRODUCTION USING PERMITS CALCULATOR: 6.161 MWh/yr



NO.	DATE	DESCRIPTION
1	10/20/2018	INTERCOMMISSION APPLICATION

**1** 6.021 MWdc (4.950 MWac, 4.950 MVA) PV ARRAY WITH 16,497 QTY 365W MODULES AT 25° TILT

- ACCESS ROAD NOTES:**
1. ACCESS ROAD TO BE MINIMUM 18' WIDE 20' NOMINAL
  2. ACCESS ROAD TO BE MINIMUM 18' WIDE 20' NOMINAL
  3. ACCESS ROAD TO BE MINIMUM 18' WIDE 20' NOMINAL
  4. ACCESS ROAD TO BE MINIMUM 18' WIDE 20' NOMINAL
  5. PASSABLE BY UTILITY ELECTRIC TRUCKS 241783.
- AVAILABLE STANDARDS:**
- 2018 NATIONAL ELECTRIC CODE
  - 2018 NATIONAL ELECTRICAL SAFETY CODE
  - 2018 NATIONAL ELECTRICAL SAFETY CODE
  - MECHANIC FALLS, ME BUILDING & ELECTRICAL INSPECTING ORDER
  - 2018 NATIONAL ELECTRICAL SAFETY CODE
  - 2018 NATIONAL ELECTRICAL SAFETY CODE
  - 2018 NATIONAL ELECTRICAL SAFETY CODE

NEXT GRID - MECHANIC  
 FALLS, ME, S MAIN ST  
 INTERCONNECTION APPLICATION  
 Tuesday, October 11, 2016

NOTES: THIS PROJECT IS FOR INFORMATION ONLY. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OR CONTRACTING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND DATA ARE CORRECT AND ACCURATE. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES.

NEXT GRID - MECHANIC  
 FALLS, ME, S MAIN ST

INTERCONNECTION APPLICATION

Tuesday, October 11, 2016



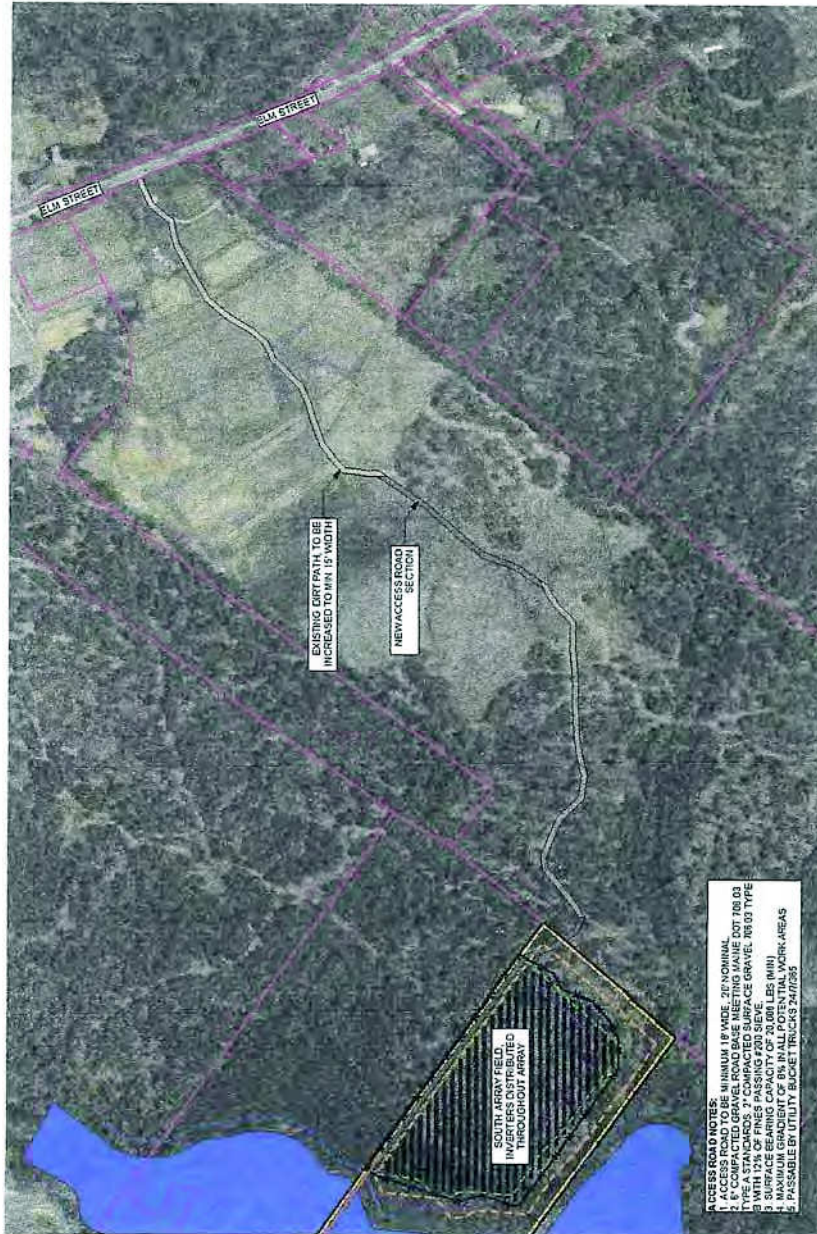
DATE	DESCRIPTION
10/11/2016	INTERCONNECTION APPLICATION

NAME	ADDRESS	PHONE	EMAIL
NEXT GRID	MECHANIC FALLS, ME, S MAIN ST		
NAME			
ADDRESS			
CITY/STATE			
PHONE			
EMAIL			

NAME	ADDRESS	PHONE	EMAIL
NEXT GRID	MECHANIC FALLS, ME, S MAIN ST		
NAME			
ADDRESS			
CITY/STATE			
PHONE			
EMAIL			



**ACCESS ROAD NOTES:**  
 1. ACCESS ROAD TO BE MINIMUM 18' WIDE, 2" NOMINAL  
 2. 2" COMPACTED GRAVEL ROAD BASE MEETING MAINE DOT 708.03  
 3. 4" TOP COURSE OF 2" CRUSHED GRAPES OR 2" CRUSHED GRAVEL #200 SIEVE  
 4. 4" THICK LAYER OF 1 1/2" CRUSHED GRAVEL #200 SIEVE  
 5. SURFACE BEARING CAPACITY OF 20,000 LBS (MIN)  
 6. TRUCKS TO BE USED FOR ALL POTENTIAL WORK AREAS  
 7. PASSABLE BY TRUCKS AND TRACTORS

1 PROPOSED ACCESS ROAD FOR SOUTH ARRAY FIELD



## **Attachment 8**

### **Operations and Maintenance Plan**

**OPERATION AND MAINTENANCE PLAN**

**Main Street / Timber Road Solar Project**

**Mechanic Falls , Maine**

**April 18, 2020**

**Project Owner/Responsible Party:**

**Next Grid, Inc.  
P.O. Box 7775 #73069  
San Francisco, CA 94120-7775  
(559) 731-4645  
[daniel@nextgrid.com](mailto:daniel@nextgrid.com)**

*Daniel Serber*

Signature

04/20/2020

Date

The above designated party is responsible (financially and otherwise) for the operation and maintenance, including emergency repairs of the Maine Street Solar Project, including the arrays, the land occupied within and outside the fenced area, the access roads leading into the fenced-in area, the utility lines serving the array, and the stormwater facilities associated with the project, as shown on the Site Plans. This area is herein referred to as the Solar O&M Area.

The project owner/responsible party agrees to the following:

- A. At all times, the solar photovoltaic installation will be maintained in good working condition and regular maintenance will be performed in accordance with this approved operation and maintenance schedule. A record shall be kept of all maintenance performed, and said maintenance record will be provided to Town officials whenever requested to verify maintenance or status.
- B. A copy of the site plan and emergency shutdown procedures will be provided to the Police Chief and Fire Chief prior to issuance of an occupancy permit. The project owner/responsible party will cooperate with local emergency services in developing an emergency response plan.

- C. Contact information for a person responsible for responding to public inquiries and complaints throughout the life of the project will be provided to the Building Inspector and this information will be posted in a visible location at the installation. This contact information will be updated as necessary.
- D. The Town will be notified of changes in project ownership or assignment of operation and maintenance financial responsibility.
- E. The maintenance schedule in this operation and maintenance (O&M) Plan will only be amended by mutual agreement of the Town and the responsible party. Amendments will be made in writing and signed by the responsible party.

## **1.0 Service Visits**

An O&M contractor that specializes in commercial scale solar farms will be contracted to provide service visits two times per calendar year, occurring approximately six (6) months apart. The service visits will incorporate the inspection and maintenance procedures outlined in Section 2.0 (Preventative Maintenance), Section 4.0 (Equipment Inspections), Section 5.0 (Vegetation Maintenance), Section 6.0 (Access Roadways, Perimeter Fences, and Access Gates), and Section 7.0 (Stormwater and Erosion Control Facilities). Note that Item 7.0 (Stormwater and Erosion Control Facilities) will require additional visits during certain rainfall events. After each service visit, the O&M contractor will issue a report to the project developer/owner. The report will summarize all maintenance and inspection activities conducted, identify any issues encountered, and provide recommendations to correct any of the issues. After review and any clarifications requested by the project developer/owner, the report will be forwarded to the Town, as required.

In addition to the Service Visits outlined above, the O&M contractor will be responsible for plowing the solar field access drive from Lincoln Road to the electrical cabinet turnaround area sufficiently to provide emergency vehicle access at all times.

## **2.0 Preventative Maintenance**

The following Preventative Maintenance (PM) services will be performed during each service visit:

- (a) Ensure the site is clean, secure and any site management such as cutting grass (see below) or cleaning of modules is performed as needed.

- (b) Ensure the proper structure and operation of all racking, modules, wiring, electrical boxes, conduit, string, inverters and sensors.
- (c) Visual checks of each module for broken glass, debris, or other causes of low performance.
- (d) Ensure that the racking system (posts, crossbeams, brackets, bolts, clips, etc.) that support the panels are free of major rust or corrosion.
- (e) Ensure that all signs/labels for inverters, disconnects, and safety warnings are intact and legible.
- (f) Ensure that all enclosures, fences, and facilities that are part of installation are maintained to retain original appearance, aside from reasonable wear and tear, including but not limited to paint, roadways, gates and access panels.

### **3.0 Continuous Monitoring**

The following will be performed continuously for the duration of the project, by either the project developer/owner or a company that specializes in solar monitoring:

- (a) Monitoring of system production.
- (b) A monthly report will be produced comparing system output to expected production taking into account actual climatic conditions. The project developer/owner or the O&M contractor shall summarize this information.
- (c) Responding to alerts from the array's automated alert system(s) regarding potential system malfunction(s), and if necessary a service visit by an O&M contractor.

### **4.0 Equipment Maintenance**

The project developer/owner and/or an O&M contractor will conduct regular, scheduled equipment maintenance biannually, including but not limited to the following:

Panels

- (a) Should panel washing be determined to be necessary, panels will be washed utilizing only water. Use of a squeegee is permitted for solar modules. Soap or any detergents are not required to clean the panels and are not allowed.
- (b) Conditions such as snow and ice will be removed as necessary.
- (c) Damaged or inoperative array panels observed during service visits will be investigated to determine the cause of the damage or inoperability with the plan to prevent, repair and/or replace as soon as possible.
- (d) Array panels that have deteriorated in efficiency in excess of the manufacturer's warranty will be reported to the manufacturer for repair or replacement as soon as possible.

String Inverters

Inverters will be checked for the following during inspections:

- (a) Power capacitors for any sign of damage.
- (b) Any visible discoloration.
- (c) Voltage and current readings.
- (d) Corrosion, dust and water ingress on terminals and cables.
- (e) Condition of both the AC and DC surge suppressors.
- (e) Operation of all safety devices.
- (f) Cleaning and replacement of air filters.

Racking

- (a) Racking system components that have major rust or corrosion will be repaired or replaced as soon as possible.



- (b) Visual inspections will be completed of the equipment, including sub-assemblies, wiring harnesses, contacts and major components.

#### Other Components

The following will also be checked during semi-annual inspections:

- (a) Visual inspection of all feeder terminations for corrosion and proper attachment.
- (b) Inspection and testing of surge arrestor and lightning protection operation.
- (c) Ground continuity testing, lightning protection and overall system safety inspection, to include correction of any unsafe or abnormal issues.
- (d) Inspection/survey of all combiner boxes, disconnects (AC&DC), switchgear, and inverters with an infrared camera, with the purpose of detecting hotspots, bad connections, and related issues.
- (e) Mechanical and structural integrity of the system, and correction of issues.
- (f) Modules for excessive dirt and debris.
- (g) Replacement of unserviceable or degraded system labeling.
- (h) Testing of voltage and amperage of all source conductors.
- (i) Documentation and inspections reporting to include:
  - i. PV System Quality Assurance and Quality Control Plan;
  - ii. PV System Commissioning Form; and
  - iii. System Component Torque Specifications Form.

## **5.0 Vegetation Maintenance**

- (a) The Solar O&M area will be mowed to maintain a grass height of approximately 12 inches. Use of a weed whacker is recommended underneath the panels and around the

- posts of the racking system. Woody seedlings may also be removed by hand. No pesticides, fertilizers, herbicides or chemicals will be used to manage vegetation.
- (b) An O&M contractor shall monitor the ground cover growth rate and system performance to determine whether vegetation maintenance frequency requires modifications.
  - (c) An O&M contractor should be aware of the locations of any wiring associated with the system. The project developer/owner shall complete a site walk of the Solar O&M area with any new O&M contractor before scheduling the first vegetation maintenance event.
  - (d) The state of vegetation will be monitored during normal maintenance visits and, as appropriate, a landscape professional will be contracted to repair any areas of concern.
  - (e) A landscape professional will be contracted to perform the following adjustments if areas of topsoil are observed within the solar array limit:
    - i. Adjust the seed mix that is appropriate to the current vegetative cover and the season in which seed is spread.
    - ii. Manually rake topsoil to prepare for seeding.
    - iii. Spread seed atop raked area at an appropriate density.
    - iv. Implement temporary precautions within the seeded area to help the restoration process.
    - v. Monitor the vegetative cover to restoration completion.
  - (f) The state of vegetation outside of the fenced in solar development area will be monitored during normal maintenance visits to confirm that excessive growth which will result in shading of the solar panels has not occurred. If shading is visible, a landscape professional will be contacted to trim/cut the vegetation as necessary.
  - (g) The use of herbicides, pesticides, fertilizers or chemicals for maintenance of vegetation throughout the array and outside the fence is prohibited.

## **6.0 Access Roadways, Perimeter Fences, and Access Gates**

- (a) As part of the bi-annual service visit, the gravel surface of the access road shall be inspected. This inspection will cover the following areas at a minimum: settlement, rutting, erosion/barren spots, vegetation/tree growth, wash boarding, and

- potholes. A roadway maintenance firm, to be hired by the developer, shall immediately repair any deficiencies encountered during the inspection to the extent it cannot be handled by the O&M contractor.
- (b) During the bi-annual service visit, the perimeter fencing and access gates shall be inspected for workable locks and knock boxes, settlement, erosion around post footings, significant corrosion, and signs of vandalism (i.e. holes cut in the wire, removed wooden panels, project ID signs damaged/stolen). A fence maintenance firm, to be hired by the developer, shall immediately repair any deficiencies encountered during the inspection to the extent it cannot be handled by the O&M contractor.
  - (c) Plow the access drive from Lincoln Road to the electrical cabinet turnaround area sufficiently to provide emergency vehicle access at all times.

## **7.0 Stormwater and Erosion Control Facilities**

- (a) Erosion control barriers (straw wattles, silt sacks, etc.) should be inspected immediately after each run-off producing rainfall event and at least daily during prolonged rainfall. Sediment deposits must be removed when the level of deposition reaches approximately one-half the height of the barrier. Sediment shall be disposed of in a suitable area and protected from erosion by either structural or vegetative means.
- (b) Inspect subsurface infiltration system after every major storm event (2" or greater) for the first few months after construction to ensure proper stabilization and function, thereafter inspect semi-annually to ensure the system is draining properly. Check for accumulation of sediment and ponding of water. If ponding water is visible inside the inspection port for several days after a storm event, notify the engineer for possible remedial measures. Remove clogging and trash, and remove organic matter, trash and debris as necessary. Remove sediment as necessary during construction, while the system is dry, and at least every 5 years after construction.
- (c) Inspect area drains after every major storm event (2" or greater) for the first few months after construction, and semi-annually thereafter. Check for accumulation of sediment. Remove organic matter, trash and debris as necessary to ensure grates are not obscured or blocked.

- (d) Inspect all slopes, panel drip edges, and graded areas throughout the project on a quarterly basis for the first two years after completion of construction. Thereafter, inspect twice per year. Look for formation of eroded channels, particularly at panel drip edges and on newly constructed slopes. Repair and/or re-seed any areas that are eroded or not stabilized.
  
- (e) Inspect flared-end section and riprap apron (emergency overflow) after every major storm event for the first few months after construction to ensure proper stabilization, and twice a year thereafter. The infiltration system is designed to attenuate a 100-year storm event, so discharges via this outfall are not anticipated.

## **Attachment 9**

### **Site Plans**

# PHOTOVOLTAIC SYSTEM FOR NEXTGRID - MECHANIC FALLS, ME, S MAIN ST

SOUTH MAIN STREET, MECHANIC FALLS ME 04256



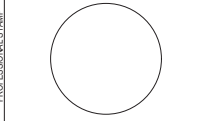
**NextGrid**

NOT FOR CONSTRUCTION

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION OR VALIDATION IS TO BE DONE BY A PROFESSIONAL WITH EXPERTISE IN THE REQUIRED FIELD AND A LICENSE IN THE STATE THAT THE REGULATORY WILL RESIDE. CERTIFICATION OR VALIDATION TO BE INCLUDED AS PART OF THE SUBMITTALS FOR PERMITTING OF THE OVERALL PROJECT.

## NEXTGRID - MECHANIC FALLS, ME, S MAIN ST

PERMIT SET  
Friday, January 03, 2020



MARK	DATE	DESCRIPTION
-	12/30/2019	PERMIT SET

REVISION NOTES	NAME	DATE

CONTRACTOR	NAME	STREET	CITY/ST/ZIP	NOTES

CLIENT	NAME	STREET	CITY/ST/ZIP	NOTES

FILE NAME	SCALE	DRAWN BY	CHECKED BY	DRAWING NO.	DRAWING TITLE
2019-1219 NextGrid - Mechanic Falls, ME S Main St.dwg	AS NOTED	NL	TP	PV001	PV SITE PLAN



2 LOCUS MAP 0 2500' 5000'



3 SIMILARY ARRAY



1 5.114 MWdc (4.950 MWac, 4.950 MVA) PV ARRAY WITH 14,031QTY 365W MODULES AT 20° TILT 0 64' 128' 256'

- CLEARING VALUES**  
WETLANDS FILL: 11,194 sqft  
IMPACTED LAND: 19.84 acres
- CLEARING AND WETLAND CROSSING NOTES:**  
1. HERBACEOUS SHRUB LAYOUT IN DISTURBED WETLAND TO BE MAINTAINED.  
2. NO GRUBBING OR FILLING SHALL OCCUR IN DISTURBED WETLANDS.  
3. 75' BUFFER TO STREAMS.
- ACCESS ROAD NOTES:**  
1. ACCESS ROAD TO BE MINIMUM 16' WIDE, 18" NOMINAL.  
2. 6" COMPACTED GRAVEL ROAD BASE MEETING MAINE DOT 706.03 TYPE A STANDARDS. 2" COMPACTED SURFACE GRAVEL 706.03 TYPE B WITH 12% OF FINES PASSING #200 SIEVE.  
3. SURFACE BEARING CAPACITY OF 20,000 LBS (MIN)  
4. MAXIMUM GRADIENT OF 8% IN ALL POTENTIAL WORK AREAS  
5. PASSABLE BY UTILITY BUCKET TRUCKS 24/7/365

**APPLICABLE STANDARDS**  
- 2017 NATIONAL ELECTRIC CODE  
- 2015 MAINE UNIFORM BUILDING AND ENERGY CODE (MUBEC)  
- 2017 NATIONAL ELECTRICAL SAFETY CODE  
- CMPOD MAINE CONSTRUCTION STANDARDS  
- MECHANIC FALLS, ME BUILDING & ELECTRICAL INSPECTORS (AMUK)  
- INSTALLING CONTRACTOR AND ALL PERSONNEL ON SITE SHALL FOLLOW APPROPRIATE LOTO PROCEDURES BEFORE SERVICING EQUIPMENT AND SHALL BE EQUIPPED WITH THE APPROPRIATE PPE.

MODULES	DC POWER	AC POWER	ANNUAL AC ENERGY
14,031/ 365W	5,114 MWdc	4,950 MWac	6,740 MWh/yr

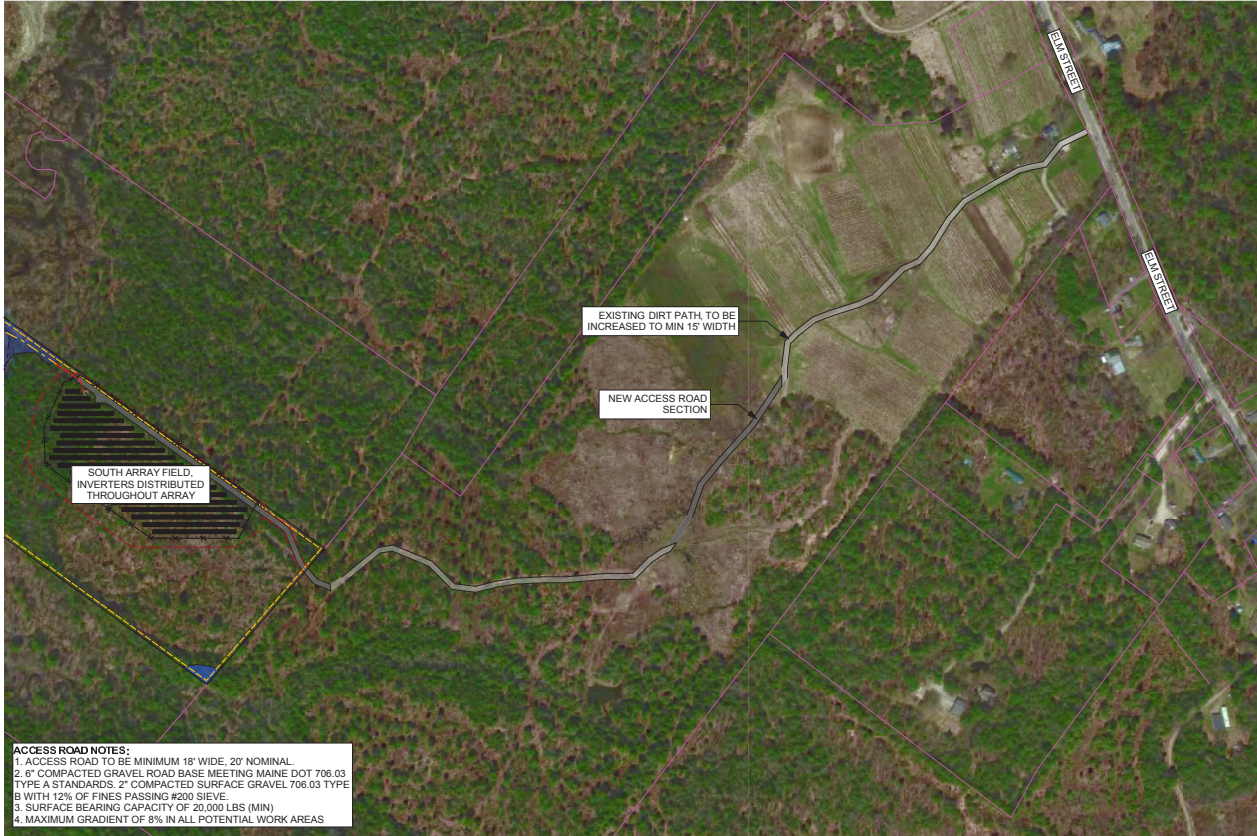
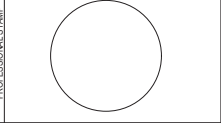
**ESTIMATED ANNUAL ENERGY PRODUCTION BASED ON:**  
P1VWATTS CALCULATOR  
LAT: LDN 44.09, 70.38 WEATHER DATA  
PREMIUM MODULE  
16% SYSTEM LOSSES  
FIXED (OPEN RACK)  
99% INV EFFICIENCY  
1.03 DC/AC RATIO

NOT FOR CONSTRUCTION

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**NEXTGRID - MECHANIC FALLS, ME, S MAIN ST**

PERMIT SET  
 Friday, January 03, 2020



**ACCESS ROAD NOTES:**  
 1. ACCESS ROAD TO BE MINIMUM 18' WIDE, 20' NOMINAL.  
 2. 6" COMPACTED GRAVEL ROAD BASE MEETING MAINE DOT 706.03 TYPE A STANDARDS, 2" COMPACTED SURFACE GRAVEL 706.03 TYPE B WITH 12% OF FINES PASSING #200 SIEVE  
 3. SURFACE BEARING CAPACITY OF 20,000 LBS (MIN)  
 4. MAXIMUM GRADIENT OF 8% IN ALL POTENTIAL WORK AREAS

1 PROPOSED ACCESS ROAD FOR SOUTH ARRAY FIELD



MARK	DATE	DESCRIPTION
-	12/30/2019	PERMIT SET

REVISION NOTES	NAME	DATE

CONTRACTOR	CLIENT
NAME	NEXTGRID - MECHANIC FALLS, ME, S MAIN ST
STREET	SOUTH MAIN STREET
CITY/ST/ZIP	MECHANIC FALLS, ME 04256
NOTES	

FILE	DATE	SCALE
NAME	2019-1219 NextGrid - Mechanic Falls, ME, S Main St.dwg	AS NOTED
DRAWN BY	NL	DATE DRAFTED: 10/20/2020
CHECKED BY	TP	SHEET SIZE: ARCH-D

DRAWING	NO.	TITLE
DRAWING NO.	PV002	
DRAWING TITLE	SOUTH ARRAY FIELD ACCESS	

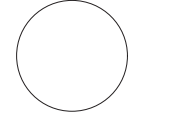
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NEXTGRID - MECHANIC FALLS, ME, S MAIN ST

PERMIT SET

Friday, January 03, 2020



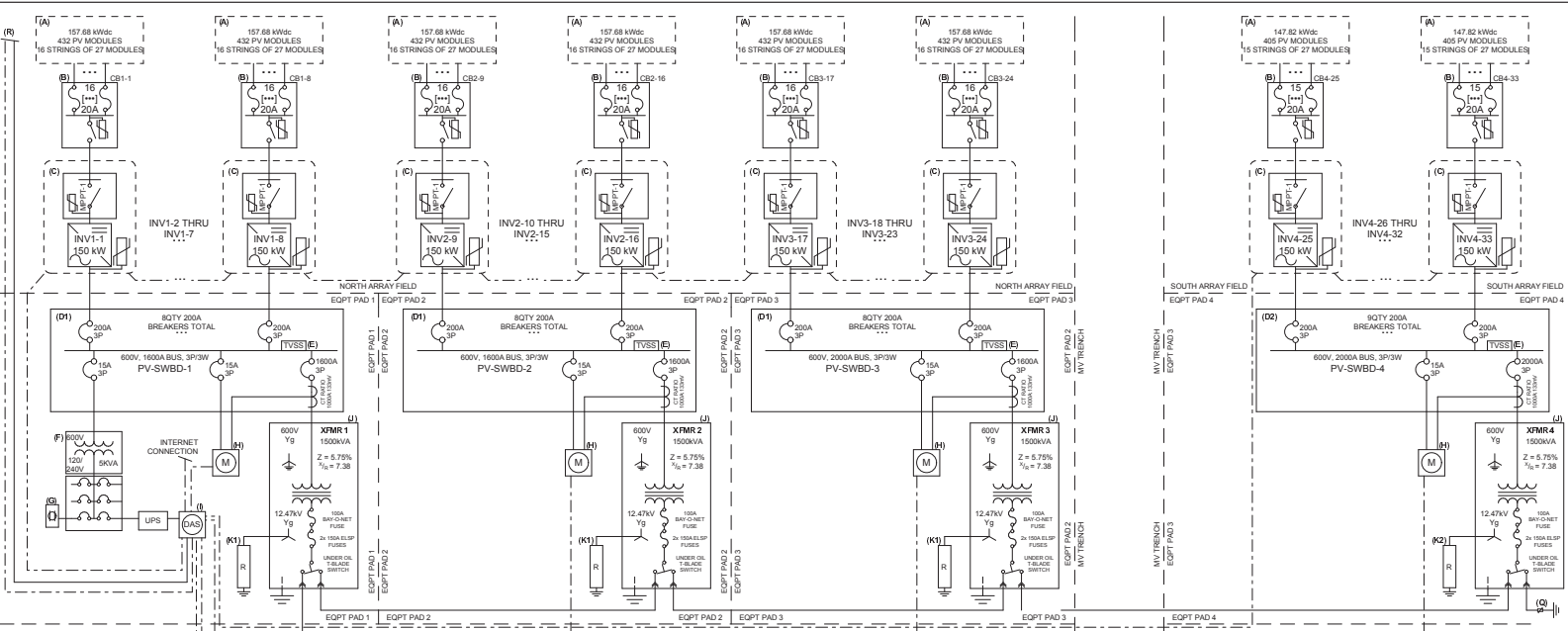
MARK	DATE	DESCRIPTION
-	12/30/2019	PERMIT SET

REVISION NOTES	DATE	DESCRIPTION

NAME	NEXTGRID - MECHANIC FALLS, ME, S MAIN ST
STREET	SOUTH MAIN STREET
CITY/ST/ZIP	MECHANIC FALLS, ME 04256
NOTES	

FILE NAME	2019-1219 NextGrid - Mechanic Falls, Me S Main St.dwg
SCALE	AS NOTED
DRAWN BY	DATE DRAFTED: 10/30/2020
CHECKED BY	TP SEET SIZE: ARCH D

DRAWING NO.	PV601
DRAWING TITLE	SINGLE LINE



**SITE CONDITIONS**  
LOCATION: MECHANIC FALLS, ME  
MAX AVG TEMP: 30 °C  
MIN EXPECTED TEMP: 27 °C

**PV ARRAY CONFIGURATION**  
Manufacturer: HANHWA - G4 2-365  
Model: 14.013  
Module City: 27  
Modules per String: 27  
Total series strings: 519

**PV MODULE OUTPUT\***  
Voc: 48.00 Vdc  
Voc Temp Coeff: -0.28 %/°C  
Voc (Temp Adjusted): 54.98 Vdc  
Isc: 9.83 Adc  
Isc (Temp Adjusted): 9.93 Adc

**27 MODULE SOURCE CIRCUIT OUTPUT\***  
Voc: 1,296.0 Vdc  
Voc (Temp Adjusted): 1,484.6 Vdc  
Voc Temp Coeff: 147.46 Vdc  
Isc: 1,055.7 Vdc  
Isc (Temp Adjusted): 1,199.9 Vdc

**16 STRING COMBINER OUTPUT**  
Voc: 1,296.0 Vdc  
Voc (Temp Adjusted): 1,484.6 Vdc  
Voc Temp Coeff: 147.46 Vdc  
Isc: 1,055.7 Vdc  
Isc (Temp Adjusted): 1,199.9 Vdc

**16 STRING COMBINER OUTPUT**  
Voc: 1,296.0 Vdc  
Voc (Temp Adjusted): 1,484.6 Vdc  
Voc Temp Coeff: 147.46 Vdc  
Isc: 1,055.7 Vdc  
Isc (Temp Adjusted): 1,199.9 Vdc

**PV INVERTER OUTPUT (SMA SHP 150-US-20)**  
Nominal Power: 150 kWac  
Operating Voltage (Line-to-Line): 600 Vdc 3-PHASE  
Max Current: 151 Aac  
Output Frequency: 60 Hz

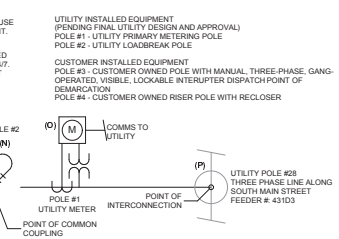
**TRANSFORMER OUTPUT (1500 KVA)**  
Max Rated Power: 1,500 kVA  
Primary Voltage: 12,470 Vdc L-L  
Secondary Voltage: 600 Vdc L-L  
Output Current: 72.65 A

\*BASED ON MODULE PERFORMANCE AT STANDARD TEST CONDITIONS (STC)

ELEMENT	PRI. PICKUP	SEC. PICKUP	TOTAL CLEAR TIME
UNDERVOLTAGE (27-1)	3,599.7V	13.49V	66 CYC (1.10 SEC)
UNDERVOLTAGE (27-2)	6,335.6V	23.75V	120 CYC (2.00 SEC)
OVERVOLTAGE (29-1)	7,919.5V	29.69V	120 CYC (2.00 SEC)
OVERVOLTAGE (29-2)	8,639.4V	32.39V	10 CYC (0.16 SEC)
UNDERFREQUENCY (81U-1)	58.5 Hz	10 CYC (0.16 SEC)	
UNDERFREQUENCY (81U-2)	58.5 Hz	18,000 CYC (300 SEC)	
OVERFREQUENCY (81O-1)	61.2 Hz	18,000 CYC (300 SEC)	
OVERFREQUENCY (81O-2)	62.0 Hz	10 CYC (0.16 SEC)	
INST. OVERCURRENT (50)	959.0A	3.20A	INSTANTANEOUS
OVERCURRENT (51G)	419.5A	1.40A	LA CURVE, TD = 2.0
OVERCURRENT (51G)	119.8A	0.40A	LA CURVE, TD = 1.5
AUTORECLOSE (79)	6,839.6V $\pm$ 7.559V $\pm$ 5V	25.64V $\pm$ 5 $\pm$ 28.34V	18k CYC (300 SEC)

ID	DESCRIPTION	SETPNT	TOTAL CLEAR TIME
1	LINE UNDER VOLTAGE (FAST)	300.0 V	1.1 SEC
2	LINE UNDER VOLTAGE (SLOW)	528.0 V	2.0 SEC
3	LINE OVER VOLTAGE (SLOW)	660.0 V	2.0 SEC
4	LINE OVER VOLTAGE (FAST)	720.0 V	0.16 SEC
5	LINE UNDER FREQUENCY (FAST)	56.5 Hz	0.16 SEC
6	LINE UNDER FREQUENCY (SLOW)	58.5 Hz	300 SEC
7	LINE OVER FREQUENCY (SLOW)	61.2 Hz	300 SEC
8	LINE OVER FREQUENCY (FAST)	62.0 Hz	0.16 SEC

- GENERAL EQUIPMENT NOTES:**  
1. ALL EQUIPMENT TO BE RATED FOR USE AS SERVICE ENTRANCE EQUIPMENT.
- LOADBREAKER NOTES:**  
1. LOADBREAKER WILL BE SERVICE RATED AND ACCESSIBLE AND LOCKABLE 247.5 AMP. LOCK RATED FOR 200A FAULT CURRENT.
- UTILITY INSTALLED EQUIPMENT (PENDING FINAL UTILITY DESIGN AND APPROVAL)**  
POLE #1 - UTILITY PRIMARY METERING POLE  
POLE #2 - UTILITY PRIMARY METERING POLE
- CUSTOMER INSTALLED EQUIPMENT**  
POLE #4 - CUSTOMER OWNED POLE WITH MANUAL, THREE PHASE, GANG-OPERATED, VISIBLE, LOCKABLE INTERRUPTER DISPATCH POINT OF DEMARCATION  
POLE #4 - CUSTOMER OWNED RISER POLE WITH RECLOSER



NO	DESCRIPTION	QTY
(A)	HANHWA G CELLS 360W PV MODULE, Q PEAK L-G4 2-365	14,013
(B)	CONNECTIVITY 1500V COMBIBLOCK, 20 SPACES, 30A FUSES (1 POLE), 90C TERMINALS, 400A CONTINUOUS DUTY RATED DISCONNECT SWITCH, DISCONNECTING MEANS NEC 2017 COMPLIANT (+ & - POLES), NEMA 3A, CLASS 2 40A INTEGRATED DC SURGE SUPPRESSION	33
(C)	SMA SUNNY HIGH-POWER SHP-150-US-20 INVERTER, 1500W, 1500Vdc INPUT, 151Aac MAX OUTPUT CURRENT, 600Vdc OUTPUT, INTEGRATED DC DISCONNECT, INTEGRAL DC AND AC SURGE PROTECTION	33
(D)	PV SWITCHBOARD, 600V, 1000A BUSBAR WITH 1000A MAIN BREAKER, BRANCH BREAKERS AS NOTED, NEMAR3	3
(D2)	PV SWITCHBOARD, 600V, 2000A BUSBAR WITH 2000A MAIN BREAKER, BRANCH BREAKERS AS NOTED, NEMAR3	3
(E)	TRANSIENT VOLTAGE SURGE SUPPRESSOR INTEGRATED INTO PANEL, 1200A MINIMUM RATING	4
(F)	AUXILIARY LOAD CENTER W/ 8kVA 600V PRV, 120/240V SEC XFMR, 100A, 120/240VAC PANEL, 20A BREAKERS, NEMAR3	1
(G)	SFC CONVENIENCE RECEPTACLE, 20A, DUPLEX TYPE, 1 KAC, NEMAR3	1
(H)	SYSTEM SUB METER	4
(I)	CUSTOMER DAS	1
(J)	1500KVA PAD MOUNTED TRANSFORMER, 600VAC Yg SECONDARY, 7.20/12.47kV Yg PRIMARY, Z=5.78%, Yg=8.62, F16-LEG CORE, 100A DUAL SENSE 8kV-CR18T FUSE, 42 150A ELP FUSES, PRIMARY TAPS 2.5% & 9% ABOVE & BELOW NOMINAL 12.47kV, 600A GEP HELL BUSHINGS	4
(K)	NEUTRAL GROUNDING REACTOR, 23,430 NEUTRAL TO GROUND, 11.5A CONT. NEUTRAL CURRENT, 370A 15k FAULT CURRENT, %4H, NEMAR3	3
(K2)	NEUTRAL GROUNDING REACTOR, 20,820 NEUTRAL TO GROUND, 12.56A CONT. NEUTRAL CURRENT, 418A 15k FAULT CURRENT, %4H, NEMAR3	1
(M)	CUSTOMER OWNED RISER POLE WITH G&W VIPER RECLOSER, 15kV, 600A BUSHING, 3 LEA, WITH SEL 651R TRANSFORMER CONTROLLER AND UPS	1
(N)	BACKUP POWER WITH BATTERY BACKUP, C20 CLASS, 1.168-1.8 CTs W/ 40VA BURDEN (1.8B1 RESISTOR), RATIOS AS INDICATED, UTILITY RTU, CONTROL, POWER TRANSFORMER (M/F) SET ON PM20	1
(O)	CUSTOMER OWNED POLE WITH 15kV LOADBREAK SWITCH, MANUAL, THREE PHASE, GANG-OPERATED, VISIBLE, LOCKABLE INTERRUPTER, (M) DISPATCH POINT OF DEMARCATION, MOMENTARY 40kVA (20A 3-SEC) INTERRUPTER RATING, 900A CONT. CURRENT, COOPER POWER M-FORCE 1MHAZSR2-CGHSTV2	1
(P)	NEW UTILITY OWNED LOADBREAK POLE	1
(Q)	NEW UTILITY OWNED PRIMARY METERING POLE, POINT OF COMMON COUPLING	1
(R)	EXISTING UTILITY OWNED POLE #28 WITH NEW CROSS ARM, POINT OF INTERCONNECTION	1
(S)	EXISTING UTILITY OWNED POLE #28 WITH NEW CROSS ARM, POINT OF INTERCONNECTION	1
(K1)	3K FUSED CUTOUT (10.0kV) ON OPT TAP	6
(R)	WEATHER STATION WITH ARRAY, PLANE OF ARRAY BRACED, MODULE TEMP, AMBIENT TEMP	1

**GROUNDING NOTES:**  
1. PV INVERTER GEC TO BE SIZED PER NEC 250.186. COPPER ROUNDING ELECTRODE ROD 3/4" x 10' MIN TO BE USED.  
2. TRANSFORMER GEC TO BE SIZED PER NEC 250.66. COPPER ROUNDING ELECTRODE ROD 3/4" x 10' MIN TO BE USED.  
FROM TRANSFORMER EARTH GROUND TO COPPER GEC, GROUND SYSTEM RESISTANCE SHALL BE 25 OHMS OR LESS.

**TRANSFORMER NOTES:**  
1. TRANSFORMER SHALL BE THREE PHASE, SELF COOLED, AND DESIGNED FOR STEP-UP OPERATION. TRANSFORMER SHALL BE UL LISTED, PAD MOUNT, DISTRIBUTION TYPE TRANSFORMERS SHALL COMPLY WITH THE LATEST ISSUE OF IEEEAN51.  
2. TRANSFORMER SHALL OPERATE AT 60 HZ NOMINAL AND SHALL BE TOLERANT OF CONTINUOUS FREQUENCIES BETWEEN 50Z-124Z.  
3. TRANSFORMER SHALL BE CAPABLE OF OPERATING AT 1:1 P.U. VOLTAGE AT FULL LOAD FOR PERIODS OF TIME TYPICAL OF THE EXPECTED GENERATION PROFILE.  
4. LOW VOLTAGE WINDING CONFIGURATION IS REQUIRED TO BE 600V GROUNDING WYE WITH A FULLY INSULATED NEUTRAL.  
5. TRANSFORMERS SHALL BE FURNISHED WITH HIGH VOLTAGE TAPS WITH A MINIMUM OF TWO 2 1/2% TAPS ABOVE AND BELOW NAMEPLATE RATING.

ID	FUNCTION	AMPERAGE	EST. LENGTH	# OF WIRES	WIRE SIZE	Q/MILE	INSULATION	NEUTRAL
(1)	XFMR 4 TO XFMR 3	50.8 Adc	450 FT	3+G	1 AWG AL MV-105 15kV	1.33	133X XLPPE	FULL NEUTRAL
(2)	XFMR 3 TO XFMR 2	109.8 Adc	1760 FT	3+G	1 AWG AL MV-105 15kV	1.33	133X XLPPE	FULL NEUTRAL
(3)	XFMR 2 TO XFMR 1	167.1 Adc	570 FT	3+G	3/0 AWG AL MV-105 15kV	0.67	133X XLPPE	FULL NEUTRAL
(4)	XFMR 1 TO RISER	239.7 Adc	100 FT	3+G	3/0 kcmil MV-105 15kV	0.32	133X XLPPE	FULL NEUTRAL
(5)	RISER TO POI	239.7 Adc	200 FT	3+G	4/0 kcmil ACSR, 15kV	0.63	BARE	FULL NEUTRAL

1 4.950 MWac, 4.950 MVA (5.114 MWdc) PV SINGLE LINE





**Q.PEAK L-G4.2 365-370**  
QANTUM SOLAR MODULE

The new solar module Q.PEAK L-G4.2 with power classes up to 370W is the strongest module of its type on the market globally. Powered by 72 x 140mm solar cells Q.PEAK L-G4.2 was specifically designed for large solar power plants to reduce BOS costs. Only Q CELLS offers turnkey engineering quality with our unique Q CELLS Yield Security.

- LOW EMISSION GENERATION COSTS**  
Higher power per surface area and lower BOS costs thanks to higher power classes and an efficiency rate of up to 18.8%.
- INDUSTRIAL WAREHOUSE TECHNOLOGY**  
Optimal pitch, without the weather risk, excellent low-light and temperature behavior.
- DESIGNED FOR PERFORMANCE**  
Long-term and security with 100% PID Technology, Hot Spot Pinpoint and Thermal Quality 3rd Q™.
- OPTIMAL SERVICE LIFE**  
High-tech aluminum alloy frame, certified for high-temperatures and wet areas (DIN EN 12201).
- A FLEXIBLE INVESTMENT**  
Includes 12-year product warranty and 25-year linear performance guarantee.

**THE QUALITY OF Q CELLS**  
Q CELLS is a leading manufacturer of high-quality solar modules. We are proud to be part of the Q CELLS Yield Security program.

Engineered in Germany

### TECHNICAL SPECIFICATIONS

**GENERAL INFORMATION**

Model	SC12 150V - 1.7kV
Standard	IEEE C38.100, IEEE 1547
Material	Aluminum alloy, Glass, Steel
Weight	20.5 kg (45.2 lbs)
Dimensions (W x H x D)	382 x 250 x 86 mm
Dimensions (W x H x D)	15.04 x 9.84 x 3.38 inches
Installation	Surface Mount, Flush Mount
Protection Class	IP67
Warranty	10 Years
Operating Temperature	-40°C to +85°C

**PERFORMANCE CHARACTERISTICS**

Operating Voltage (V)	Input Power (W)	Efficiency (%)
150V	365	18.2
170V	370	18.8
200V	375	18.8

**ENVIRONMENTAL CHARACTERISTICS**

Humidity: 100% @ 40°C  
Salt Crystals: 0.1% @ 40°C  
Thermal Cycling: 1000 cycles @ 0°C to 40°C  
Mechanical Shock: 1000g @ 1ms

Engineered in Germany

### CONNECTPV

### 1500V Disconnect Combiners

ConnectPV reduces electrical BOS project costs by simplifying.

ConnectPV Disconnect Combiner products are based on a core product architecture optimized for safety and reliability. They are designed to simplify design and specification. Options and accessories allow the designer to optimize the products for each project including installation labor costs.

ConnectPV products incorporate bases-in-enclosures combined with rugged mechanical designs to maximize reliability over the project life of the project.

Compatible with grounded systems, regularly or positively grounded with fuses on the ungrounded string input conductors, or ungrounded systems with fuses on both string input conductors.

**Standard Product Features**

- 1200V, 1500V and 15kV IEEE 6802 Certified Manual Disconnects
- Class-III Dielectric on Disconnect Handle
- Class-III Fused Inputs, 41-44 AWG Wire Range
- Class-III Fuse Holders
- 171A True Typical, 20A Maximum Device specified
- UL 981or NEMA 250 Safety certified for single or double bus design
- Aluminum/Aluminum 900 Cu-Al Mechanical or Compression Logic
- Optional Safety Cover over all bus components
- DNMBA 2L, 4, and 6 Enclosures
- Optimized Latch for Door
- Change Serial number per user
- Labeling to meet NEC Requirements
- 10 Year Warranty

Input Conducts	Rated Capacity	Input Wire Size	Output Type
1E	250	M60	M50
2E	250	M60	M50
2E	250	M60	SP50
2E	250	M60	SP50
2E	400A	Copper	SP50
2E	400A	Copper	SP50

**Product Options**

- SC12-2 60A Large Protective Device
- SC12-2 60A Large Protective Device
- Optional Safety Cover over all bus components
- DNMBA 2L, 4, and 6 Enclosures
- Optimized Latch for Door
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- 10 Year Warranty

Engineered in Germany

### COOPER POWER SYSTEMS

### M-Force™ three-phase switch

Switches and Disconnects  
CA08004EN  
Updated January 2018



**Basic concept**

The M-Force™ three-phase switch is a high-current, three-phase switch designed for use in industrial and commercial applications. It is a compact, robust, and reliable switch that can handle up to 1500V and 600A. The switch is designed for easy installation and maintenance, and it is built to last.

**Description**

- High-current, three-phase switch
- Compact, robust, and reliable
- Easy installation and maintenance
- Built to last

Engineered in Germany

### CONNECTPV

### SUNNY HIGHPOWER PEAK3 125/US / 150/US

Sunny Highpower Peak3 125/US / 150/US

The Sunny Highpower Peak3 125/US / 150/US is a high-power, three-phase switch designed for use in industrial and commercial applications. It is a compact, robust, and reliable switch that can handle up to 1500V and 600A. The switch is designed for easy installation and maintenance, and it is built to last.

**Technical Specifications**

Rated Voltage	1500V
Rated Current	125A / 150A
Rated Power	187.5kVA / 225kVA
Rated Frequency	50/60Hz
Rated Short-Circuit Current	15kA
Rated Making Capacity	150kA
Rated Breaking Capacity	150kA
Rated Withstand Voltage	1.5kV
Rated Short-Circuit Time	0.1s
Rated Short-Circuit Energy	100kVA
Rated Short-Circuit Current	15kA
Rated Short-Circuit Energy	100kVA

Engineered in Germany

### CONNECTPV

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Compatible with grounded systems, regularly or positively grounded with fuses on the ungrounded string input conductors, or ungrounded systems with fuses on both string input conductors.

**Standard Product Features**

- 1200V, 1500V and 15kV IEEE 6802 Certified Manual Disconnects
- Class-III Dielectric on Disconnect Handle
- Class-III Fused Inputs, 41-44 AWG Wire Range
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- Optimized Latch for Door
- Change Serial number per user
- Labeling to meet NEC Requirements
- 10 Year Warranty

**Product Options**

- SC12-2 60A Large Protective Device
- SC12-2 60A Large Protective Device
- Optional Safety Cover over all bus components
- DNMBA 2L, 4, and 6 Enclosures
- Optimized Latch for Door
- Change Serial number per user
- Labeling to meet NEC Requirements
- 10 Year Warranty

Engineered in Germany

### GaW

### Viper Reclosers with Six Integral Voltage Sensors

Viper-5 and Viper-ST

The Viper reclosers are designed for use in industrial and commercial applications. They are compact, robust, and reliable switches that can handle up to 1500V and 600A. The reclosers are designed for easy installation and maintenance, and they are built to last.

**Features**

- Compact, robust, and reliable
- Easy installation and maintenance
- Built to last

**Applications**

- Industrial and commercial applications
- High-voltage power distribution

Engineered to order, built to last.

### SEL

### SEL-651R Advanced Recloser Control

Powerful and flexible recloser control for many popular reclosers

The SEL-651R is a powerful and flexible recloser control for many popular reclosers. It is a compact, robust, and reliable control unit that can handle up to 1500V and 600A. The control unit is designed for easy installation and maintenance, and it is built to last.

**Features**

- Compact, robust, and reliable
- Easy installation and maintenance
- Built to last

**Applications**

- Industrial and commercial applications
- High-voltage power distribution

Engineered in Germany

### CONNECTPV

### SUNNY HIGHPOWER PEAK3 125/US / 150/US

Sunny Highpower Peak3 125/US / 150/US

The Sunny Highpower Peak3 125/US / 150/US is a high-power, three-phase switch designed for use in industrial and commercial applications. It is a compact, robust, and reliable switch that can handle up to 1500V and 600A. The switch is designed for easy installation and maintenance, and it is built to last.

**Technical Specifications**

Rated Voltage	1500V
Rated Current	125A / 150A
Rated Power	187.5kVA / 225kVA
Rated Frequency	50/60Hz
Rated Short-Circuit Current	15kA
Rated Making Capacity	150kA
Rated Breaking Capacity	150kA
Rated Withstand Voltage	1.5kV
Rated Short-Circuit Time	0.1s
Rated Short-Circuit Energy	100kVA
Rated Short-Circuit Current	15kA
Rated Short-Circuit Energy	100kVA

Engineered in Germany

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- Optional Safety Cover over all bus components
- DNMBA 2L, 4, and 6 Enclosures
- Optimized Latch for Door
- Change Serial number per user
- Labeling to meet NEC Requirements
- 10 Year Warranty

**Product Options**

- SC12-2 60A Large Protective Device
- SC12-2 60A Large Protective Device
- Optional Safety Cover over all bus components
- DNMBA 2L, 4, and 6 Enclosures
- Optimized Latch for Door
- Change Serial number per user
- Labeling to meet NEC Requirements
- 10 Year Warranty

Engineered in Germany

### SMA

### SUNNY HIGHPOWER PEAK3 125/US / 150/US

Sunny Highpower Peak3 125/US / 150/US

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**Technical Specifications**

Rated Voltage	1500V
Rated Current	125A / 150A
Rated Power	187.5kVA / 225kVA
Rated Frequency	50/60Hz
Rated Short-Circuit Current	15kA
Rated Making Capacity	150kA
Rated Breaking Capacity	150kA
Rated Withstand Voltage	1.5kV
Rated Short-Circuit Time	0.1s
Rated Short-Circuit Energy	100kVA
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Engineered in Germany

### GaW

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Viper Reclosers with Six Integral Voltage Sensors

Viper-5 and Viper-ST

Engineered in Germany

### SEL

Powerful and flexible recloser control for many popular reclosers

Engineered in Germany

### CONNECTPV

Engineered in Germany

### SMA

Engineered in Germany

### solar design associates

HARVARD, MA 04455-0242 Tel: 978-455-6965  
www.solarbdesign.com Tel: 978-773-8715

### NextGrid

NOT FOR CONSTRUCTION

### NEXTGRID - MECHANIC FALLS, ME, S MAIN ST

PERMIT SET  
Friday, January 03, 2020

REVISION NOTES

MARK	DATE	DESCRIPTION
-	12/30/19	PERMIT SET

CHECKLIST

NAME: NEXTGRID - MECHANIC FALLS, ME, S MAIN ST  
STREET: SOUTH MAIN STREET  
CITY/STATE/ZIP: MECHANIC FALLS, ME 04256

NOTES

FILE NAME: 2019-1219 NextGrid - Mechanic Falls, ME, S Main St.dwg  
SCALE: AS NOTED  
DATE DRAFTED: 10/20/2019  
DRAWN BY: TP  
CHECKED BY: TP  
DESIGN NO.: PV602  
DRAWING TITLE: DATASHEETS (1)

**Product data sheet**  
Characteristics

**5S4F**  
TRANSFORMER DRY 1PH 5KVA  
600V-120/240V

Product availability : Stock - Normally stocked in distribution facility

Price\*\* : 1.676,00 USD



Main	
Product or component type	Dry Sealed Transformer
Primary Voltage	600 V
Full Capacity Tap	2.5 % FCBN
Secondary Voltage	120/240 V
Complementary	
Enclosure Gate	180
Phase	1 phase
Primary to Secondary Voltage	600 V 120/240 V
Power Rating	5 kVA
Temperature rise	155 °C
Height	374.65 mm (14.75 in)
Width	267.62 mm (10.54 in)
Depth	268.42 mm (10.57 in)
Enclosure mounting	Wall mounted
Enclosure material	Painted sheet steel
Environment	
Endurance Type	NEMA 3B
Insulation temperature	355 °F (180 °C)
Product certifications	CSA UL listed UL Listed
Ordering and shipping details	
Category	16277 - RESIN LVGP XFMR
42027-014	NextGrid

Discount Schedule	PE2
GTIN	00705901359520
Package weight(Lbs)	32.38 kg (115.94Lbs)
Releasability	Yes
Country of origin	USA
Offer Sustainability	
Sustainability offer status	Green Premium product
California proposition 65	WARNING: This product can expose you to chemicals including Phenyl glycidyl ether which is known to the State of California to cause Cancerogen & Reproductive harm. For more information go to www.p65warnings.ca.gov
REACH Regulation	REACH Compliant
REACH list of SVHC	Yes
EU REACH Directive	Compliant EU RoHS Declaration
Toxic Heavy metal free	Yes
Mercury free	Yes
RoHS exemption information	Yes
China RoHS Regulation	China RoHS Declaration Proactive China RoHS declaration (out of China RoHS legal scope)
Environmental Disclosure	Product Environmental Profile
Consistency Profile	No need of specific recycling operations
Contractual warranty	
Warranty	18 months

**Product data sheet**  
Characteristics

**QO116M100RB**  
LOAD CENTER QO MB 240V 100A 1PH 16SP

Product availability : Stock - Normally stocked in distribution facility

Price\*\* : 504.00 USD



Main	
Product	Load Center
Marketing Trade Name	QO
Cover type	Surface cover
Complementary	
Load Center Type	Main breaker
Line Rated Current	100 A
Number of poles	1 P
Short Circuit Current Rating	22 kA
Maximum Number of Single Pole Circuit	10
Maximum Number of Tandem Breakers	0
Number of Phases	1 phase
Voltage Rating	120/240 V AC
Wire Size	AWG 6 - AWG 20 aluminum/copper
Electrical Connection	Lugs
Grounding bar	Grounding bar (optional separate)
Electrical connection	Lugs
Wiring configuration	3-wire
Surface Material	13-painted copper flake
Enclosure Material	Welded galvanized steel
Cover Finish	Black enamel grey
Box number	401
Height	22.03 in (560 mm)
Width	14.76 in (375 mm)

**Environment**

Endurance Rating	NEMA 3B outdoor
Ambient air temperature for operation	23 °F (-5 °C) 148 °F (65 °C)
Product certifications	UL listed

**Ordering and shipping details**

Category	00002 - QO 1PH L/C 12-42 CRT NEMA3B
Discount Schedule	DE3A
GTIN	0070901807244
Package weight(Lbs)	11.03 kg (24.32 lbs/50)
Releasability	Yes
Country of origin	USA

**Offer Sustainability**

REACH Regulation	REACH Compliant
EU REACH Directive	Compliant EU RoHS Declaration
Mercury free	Yes
RoHS exemption information	Yes
China RoHS Regulation	China RoHS declaration Product out of China RoHS scope. Substance Declaration for your information.
Consistency Profile	No need of specific recycling operations

**Contractual warranty**

Warranty : 18 months

**solar design associates**  
INC.  
HARVARD, MA 01453-0142 tel: 978-455-6955  
www.solarbgsa.com fax: 978-773-8715

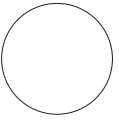
**NextGrid**

NOT FOR CONSTRUCTION

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION OR VALIDATION IS TO BE DONE BY A PROFESSIONAL WITH EXPERTISE IN THE REQUIRED FIELD AND A LICENSE IN THE STATE THAT THE INSTALLATION WILL RESIDE. CERTIFICATION OR VALIDATION TO BE INCLUDED AS PART OF THE SUBMITTALS FOR PERMITTING OF THE OVERALL PROJECT.

**NEXTGRID - MECHANIC FALLS, ME, S MAIN ST**

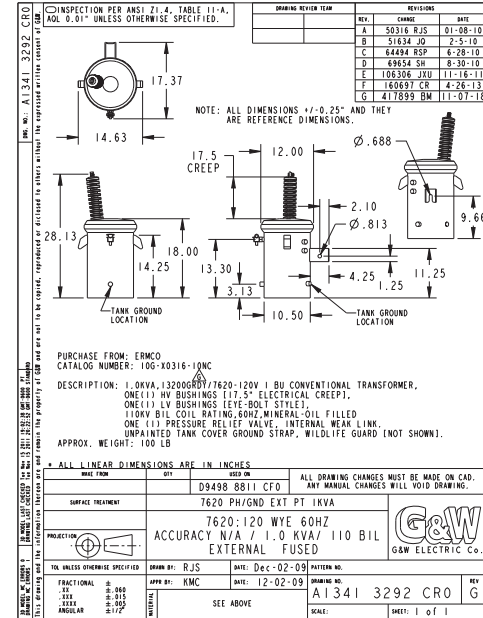
PERMIT SET  
Friday, January 03, 2020



MARK	DATE	DESCRIPTION
-	12/30/2019	PERMIT SET

REVISION NOTES	

NAME	NEXTGRID - MECHANIC FALLS, ME, S MAIN ST
STREET	SOUTH MAIN STREET
CITY/ST/ZIP	MECHANIC FALLS, ME 04256
NOTES	
FILE NAME	2019-1219 NextGrid - Mechanic Falls, ME, S Main St.dwg
SCALE	AS NOTED
DRAWN BY	NL DATE DRAFTED: 10/20/20
CHECKED BY	TP SHEET SIZE: ARCH D
DRAWING NO.	PV603
DRAWING TITLE	DATASHEETS (2)



2 G&W VIPER TRANSFORMER



DEPARTMENT ORDER

IN THE MATTER OF

NEXT GRID INC. ) NATURAL RESOURCES PROTECTION ACT  
Mechanic Falls, Androscoggin County ) FRESHWATER WETLAND ALTERATION  
SOLAR ARRAY ) WATER QUALITY CERTIFICATION  
L- 28533-TC-A-N (approval) ) FINDINGS OF FACT AND ORDER

Project Description: The applicant proposes to fill 11,194 square feet of freshwater wetlands to construct a 4.95 MW solar array on 19.84 acres as shown on a plan titled “NextGrid-Mechanic Falls, ME, S Main St,” prepared by Solar Design Associates Inc., and dated January 3, 2020. The applicant has avoided and minimized wetland impacts to the greatest extent practicable by siting solar panels, access roads, and equipment pads outside of wetland areas to the greatest extent possible on the parcel while still meeting the energy production goals of the project. According to the Department’s Geographic Information System (GIS), there are no mapped essential or significant wildlife habitats associated with the project site. The proposed project is located off South Main St. in in the Town of Mechanic Falls.

<b>Permit for:</b>	<input checked="" type="checkbox"/> Tier 1
<b>DEP Decision:</b>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied (see attached letter)
<b>CORPS Action:</b>	<input checked="" type="checkbox"/> The Corps has been notified of your application. The following are subject to Federal screening: (1) projects with previously authorized or unauthorized work, in combination with a Tier 1 permit for a single and complete project, which total more than 15,000 square feet of altered area; (2) projects with multiple state permits and/or state exemptions which apply to a single and complete project that total more than 15,000 square feet of altered area; and (3) projects that may impact a vernal pool, as determined by the State of Maine or the Corps. If your activity is listed above, <i>Corps approval is required for your project.</i> For information regarding the status of your application contact the Corps’ Maine Project Office at (207) 623-8367.

Standard Conditions:

- 1) If construction or operation of the activity is not begun within four (4) years from the date signed, this permit shall lapse and the applicant shall reapply to the Department for a new permit. This permit is transferable only with prior approval from the Department. If the activity is associated with a larger project, starting any aspect of that project constitutes start of construction.
- 2) The project shall be completed according to the plans in the application. Any change in the project plans must be reviewed and approved by the Department.
- 3) Properly installed erosion control measures shall be installed prior to beginning the project, and all disturbed soil should be stabilized immediately upon project completion.
- 4) A copy of this approval will be sent to the Town of Mechanic Falls. Department approval of your activity does not supersede or substitute the need for any necessary local approvals.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 6<sup>th</sup> DAY OF March, 2020.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY:   
For: Gerald D. Reid, Commissioner



PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

SB/L28533AN/ATS#85653



## Natural Resources Protection Act (NRPA) Standard Conditions

---

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 38 M.R.S. § 480-A ET SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

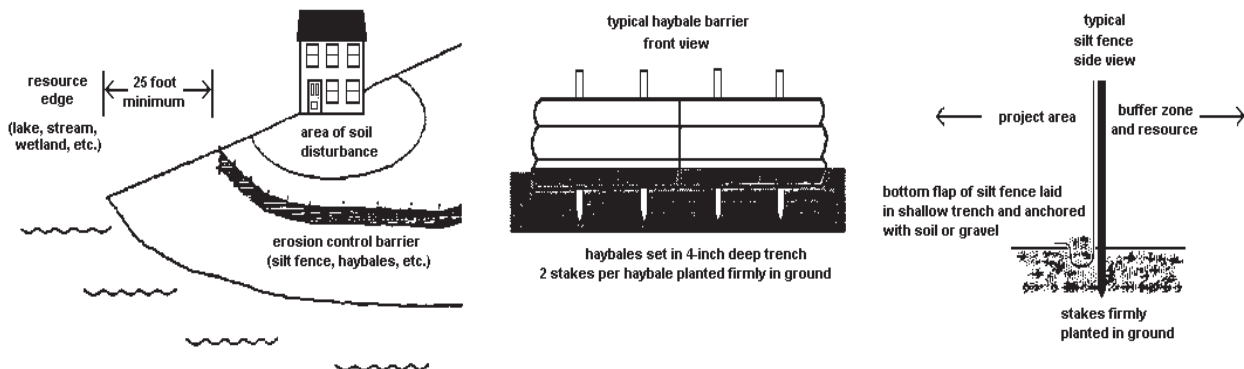


STATE OF MAINE  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
 17 STATE HOUSE STATION, AUGUSTA, MAINE 04333

### Erosion Control for Homeowners

#### Before Construction

1. If you have hired a contractor, make sure you discuss your permit with them. Talk about what measures they plan to take to control erosion. Everybody involved should understand what the resource is, and where it is located. Most people can identify the edge of a lake or river. However, the edges of wetlands are often not so obvious. Your contractor may be the person actually pushing dirt around, but you are both responsible for complying with the permit.
2. Call around to find where erosion control materials are available. Chances are your contractor has these materials already on hand. You probably will need silt fence, hay bales, wooden stakes, grass seed (or conservation mix), and perhaps filter fabric. Places to check for these items include farm & feed supply stores, garden & lawn suppliers, and landscaping companies. It is not always easy to find hay or straw during late winter and early spring. It also may be more expensive during those times of year. Plan ahead -- buy a supply early and keep it under a tarp.
3. Before any soil is disturbed, make sure an erosion control barrier has been installed. The barrier can be either a silt fence, a row of staked hay bales, or both. Use the drawings below as a guide for correct installation and placement. The barrier should be placed as close as possible to the soil-disturbance activity.
4. If a contractor is installing the erosion control barrier, double check it as a precaution. Erosion control barriers should be installed "on the contour", meaning at the same level or elevation across the land slope, whenever possible. This keeps stormwater from flowing to the lowest point along the barrier where it can build up and overflow or destroy the barrier.



#### During Construction

1. Use lots of hay or straw mulch on disturbed soil. The idea behind mulch is to prevent rain from striking the soil directly. It is the force of raindrops hitting the bare ground that makes the soil begin to move downslope with the runoff water, and cause erosion. More than 90% of erosion is prevented by keeping the soil covered.
2. Inspect your erosion control barriers frequently. This is especially important after a rainfall. If there is muddy water leaving the project site, then your erosion controls are not working as intended. You or your contractor then need to figure out what can be done to prevent more soil from getting past the barrier.

3. Keep your erosion control barrier up and maintained until you get a good and healthy growth of grass and the area is permanently stabilized.

#### **After Construction**

1. After your project is finished, seed the area. Note that all ground covers are not equal. For example, a mix of creeping red fescue and Kentucky bluegrass is a good choice for lawns and other high-maintenance areas. But this same seed mix is a poor selection for stabilizing a road shoulder or a cut bank that you don't intend to mow. Your contractor may have experience with different seed mixes, or you might contact a seed supplier for advice.
2. Do not spread grass seed after September 15. There is the likelihood that germinating seedlings could be killed by a frost before they have a chance to become established. Instead, mulch the area with a thick layer of hay or straw. In the spring, rake off the mulch and then seed the area. Don't forget to mulch again to hold in moisture and prevent the seed from washing away or being eaten by birds or other animals.
3. Keep your erosion control barrier up and maintained until you get a good and healthy growth of grass and the area is permanently stabilized.

#### **Why Control Erosion?**

##### **To Protect Water Quality**

When soil erodes into protected resources such as streams, rivers, wetlands, and lakes, it has many bad effects. Eroding soil particles carry phosphorus to the water. An excess of phosphorus can lead to explosions of algae growth in lakes and ponds called blooms. The water will look green and can have green slime in it. If you are near a lake or pond, this is not pleasant for swimming, and when the soil settles out on the bottom, it smothers fish eggs and small animals eaten by fish. There many other effects as well, which are all bad.

##### **To Protect the Soil**

It has taken thousands of years for our soil to develop. Its usefulness is evident all around us, from sustaining forests and growing our garden vegetables, to even treating our septic wastewater! We cannot afford to waste this valuable resource.

##### **To Save Money (\$\$)**

Replacing topsoil or gravel washed off your property can be expensive. You end up paying twice because State and local governments wind up spending your tax dollars to dig out ditches and storm drains that have become choked with sediment from soil erosion.



# DEP INFORMATION SHEET

## Appealing a Department Licensing Decision

**Dated: November 2018**

**Contact: (207) 287-2452**

### SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) an administrative process before the Board of Environmental Protection (Board); or (2) a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

### I. ADMINISTRATIVE APPEALS TO THE BOARD

#### **LEGAL REFERENCES**

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S. §§ 341-D(4) & 346; the *Maine Administrative Procedure Act*, 5 M.R.S. § 11001; and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 C.M.R. ch. 2.

#### **DEADLINE TO SUBMIT AN APPEAL TO THE BOARD**

The Board must receive a written appeal within 30 days of the date on which the Commissioner's decision was filed with the Board. Appeals filed more than 30 calendar days after the date on which the Commissioner's decision was filed with the Board will be dismissed unless notice of the Commissioner's license decision was required to be given to the person filing an appeal (appellant) and the notice was not given as required.

#### **HOW TO SUBMIT AN APPEAL TO THE BOARD**

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017. An appeal may be submitted by fax or e-mail if it contains a scanned original signature. It is recommended that a faxed or e-mailed appeal be followed by the submittal of mailed original paper documents. The complete appeal, including any attachments, must be received at DEP's offices in Augusta on or before 5:00 PM on the due date; materials received after 5:00 pm are not considered received until the following day. The risk of material not being received in a timely manner is on the sender, regardless of the method used. The appellant must also send a copy of the appeal documents to the Commissioner of the DEP; the applicant (if the appellant is not the applicant in the license proceeding at issue); and if a hearing was held on the application, any intervenor in that



hearing process. All of the information listed in the next section of this information sheet must be submitted at the time the appeal is filed.

#### **INFORMATION APPEAL PAPERWORK MUST CONTAIN**

Appeal materials must contain the following information at the time the appeal is submitted:

1. *Aggrieved Status.* The appeal must explain how the appellant has standing to maintain an appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error.* The appeal must identify the specific findings of fact, conclusions regarding compliance with the law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing requirements that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for public hearing must be filed as part of the notice of appeal, and must include an offer of proof in accordance with Chapter 2. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed evidence must be submitted with the appeal. The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered in an appeal only under very limited circumstances. The proposed evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Specific requirements for supplemental evidence are found in Chapter 2 § 24.

#### **OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD**

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made easily accessible by the DEP. Upon request, the DEP will make application materials available during normal working hours, provide space to review the file, and provide an opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer general questions regarding the appeal process.

3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a license holder may proceed with a project pending the outcome of an appeal, but the license holder runs the risk of the decision being reversed or modified as a result of the appeal.

#### **WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD**

The Board will formally acknowledge receipt of an appeal, and will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, any materials submitted in response to the appeal, and relevant excerpts from the DEP's application review file will be sent to Board members with a recommended decision from DEP staff. The appellant, the license holder if different from the appellant, and any interested persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. The appellant and the license holder will have an opportunity to address the Board at the Board meeting. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the license holder, and interested persons of its decision.

#### **II. JUDICIAL APPEALS**

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see 38 M.R.S. § 346(1); 06-096 C.M.R. ch. 2; 5 M.R.S. § 11001; and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

#### **ADDITIONAL INFORMATION**

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452, or for judicial appeals contact the court clerk's office in which your appeal will be filed.

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**Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.**

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REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS  
696 VIRGINIA ROAD  
CONCORD, MASSACHUSETTS 01742-2751

March 18, 2020

Regulatory Division  
CENAE-RDC

Permit Number: NAE-2020-00364; NAE-2020-00365; NAE-2020-00379; NAE-2020-00380;  
NAE-2020-00381; NAE-2020-00382

Daniel Serber  
Next Grid Inc.  
PO BOX 7775 #73069  
San Francisco, CA 94120

Dear Mr. Serber:

Based on our review of the information you provided, we have determined that your projects will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the Federal Permit, the Maine General Permit which can be found at:

<https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/>

Department of the Army has issued the following permits:

- Corps of Engineers Permit No. **NAE-2020-00364** was issued to **Next Grid Inc. c/o Daniel Serber**. This work authorized to place approximately 754 s.f. (0.0173 acres) of temporary fill and approximately 2,717 s.f. (0.0623 acres) of permanent fill in a freshwater wetland at 265 Merrill Rd, Lewiston, Maine in order to build a ground-mounted solar energy facility. This work is shown on the attached plans entitled "Next Grid Solar Site Merrill Road" dated "01/02/2020" and "NextGrid Solar Farm – 265 Merrill Rd, Lewiston, Maine" on 8 sheets dated "02/28/2020".
- Corps of Engineers Permit No. **NAE-2020-00365** was issued to **Next Grid Inc. c/o Daniel Serber**. This work authorized to place approximately 5,625 s.f. (0.1291 acres) of temporary fill and approximately 7,112 s.f. (0.1632 acres) of permanent fill in a freshwater wetland at 615 Pushaw Road, Bangor, Maine in order to build a ground-mounted solar energy facility. This work is shown on the attached plans entitled "Next Grid Solar Site Pushaw Rd" dated "01/02/2020" and "NextGrid Solar Farm – 615 Pushaw Road, Bangor, Maine" on 4 sheets dated "03/13/2020".
- Corps of Engineers Permit No. **NAE-2020-00379** was issued to **Next Grid Inc. c/o Daniel Serber**. This work authorized to place approximately 8,975 s.f. (0.2060 acres) of temporary fill in a freshwater wetland at 980 Western Ave, Manchester, Maine in order to build a ground-mounted solar energy facility. This work is shown on the attached plans entitled "Next Grid Solar Site Western Avenue" dated "01/02/2020" and "NextGrid Solar Farm –980 Western Ave, Manchester, Maine" on 5 sheets dated "03/09/2020".

- Corps of Engineers Permit No. NAE-2020-00380 was issued to Next Grid Inc. c/o Daniel Serber. This work authorized to place approximately 13,264 s.f. (0.3044 acres) of permanent fill in a freshwater wetland at South Main St/Timber Lane, Mechanic Falls, Maine (44.092524 W, -70.395488 N) in order to build a ground-mounted solar energy facility. This work is shown on the attached plans entitled “Next Grid Solar Site Timber Lane” dated “01/02/2020” and “NextGrid Solar Farm –South Main Street, Mechanic Falls, Maine” on 9 sheets dated “02/07/2020”.
- Corps of Engineers Permit No. NAE-2020-00381 was issued to Next Grid Inc. c/o Daniel Serber. This work authorized to place approximately 5,590 s.f. (0.1283 acres) of temporary fill and approximately 775 s.f. (0.0177 acres) of permanent fill in a freshwater wetland at Lewiston Junction Road, Poland, Maine (44.044564 W, -70.308426 N) in order to build a ground-mounted solar energy facility. This work is shown on the attached plans entitled “Next Grid Solar Site Lewiston Junction” dated “01/02/2020” and “NextGrid Solar Farm –Lewiston Junction, Poland, Maine” on 8 sheets dated “02/28/2020”.
- Corps of Engineers Permit No. NAE-2020-00382 was issued to Next Grid Inc. c/o Daniel Serber. This work authorized to place approximately 14,240 s.f. (0.3269 acres) of permanent fill in a freshwater wetland at 111 Franklin Rd, Jay, Maine in order to build a ground-mounted solar energy facility. This work is shown on the attached plans entitled “Next Grid Solar Site Franklin Road” dated “01/02/2020” and “NextGrid Solar Farm –Franklin Rd, Jay, Maine” on 3 sheets dated “02/28/2020”.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the GP carefully, including the GP conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 38 of the GP (page 16) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GP on October 13, 2020. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 13, 2021.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained.

We continually strive to improve our customer service. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <http://per2.nwp.usace.army.mil/survey.html>

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

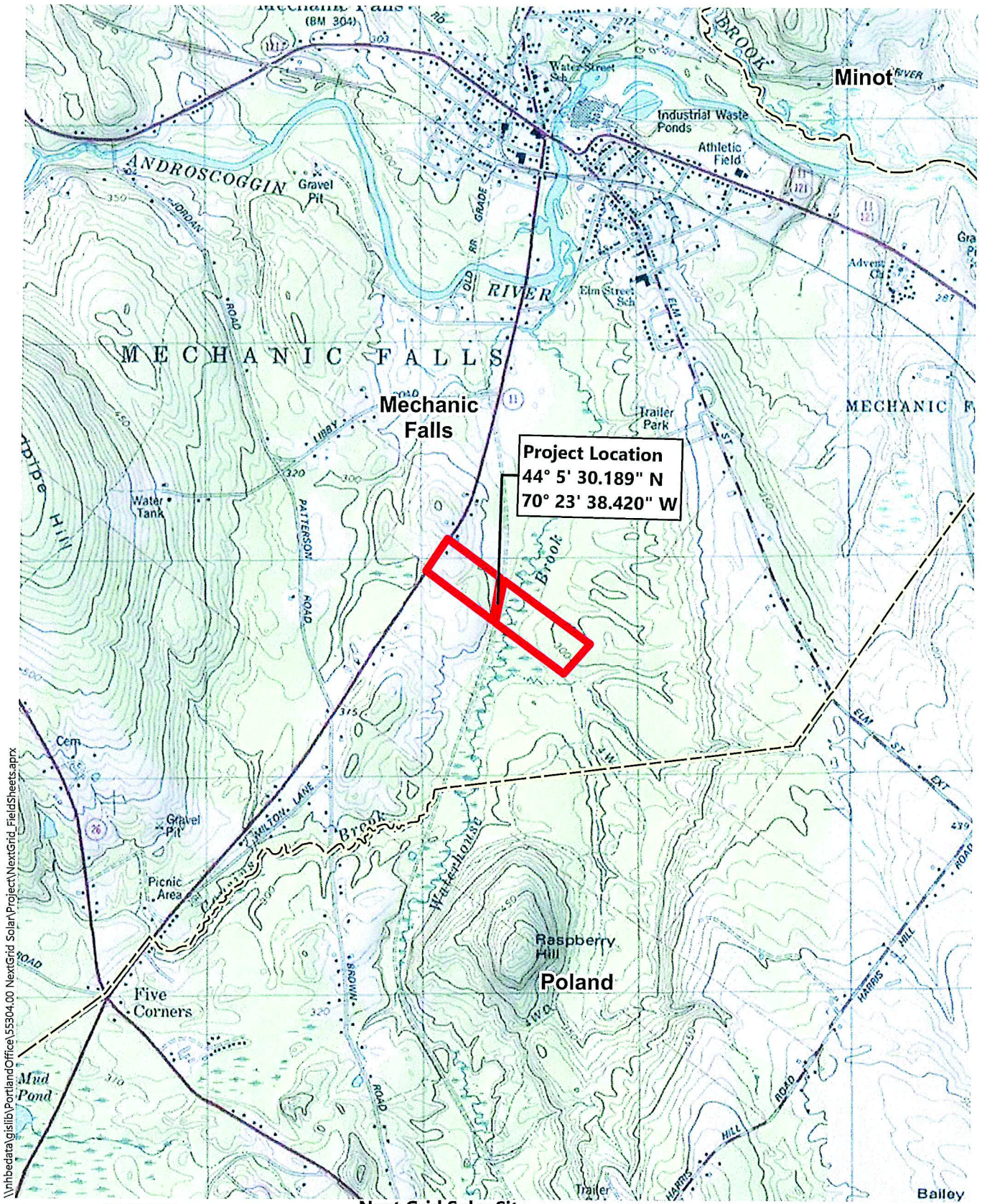
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MAHANEY.SHAW  
N.B.1006439302

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MAHANEY.SHAWN.B.1006439  
302  
Date: 2020.03.18 08:17:58  
-04'00'

For: Frank J. Del Giudice  
Chief, Permits & Enforcement Branch  
Regulatory Division



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Next Grid Solar Site  
Timber Lane

Mechanic Falls, Maine

- Legend**
-  Project Limits
  -  Town Boundary

USGS Locus Map

Source: VHB, MEGIS, ArcGIS Online

# Site Plans

Issued for	Permitting
Date Issued	February 7, 2020
Latest Issue	February 7, 2020

## NextGrid Solar Farm

South Main Street  
Mechanic Falls, Maine 04256



500 Southborough Drive  
Suite 105B  
South Portland, ME 04106  
207.889.3150

### Owners

Jennifer Lavoie  
PO Box 141  
Mechanic Falls, ME 04256

### Applicant

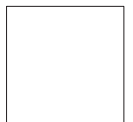
NextGrid Inc.  
P.O. Box 7775 #73069  
San Francisco, CA 94120

### Assessor's Information:

Map R-05, Lot 20A

### Sheet Index

No.	Drawing Title	Latest Issue
C1.0	Legend and General Notes	February 7, 2020
C2.0	Master Plan	February 7, 2020
C3.1	Erosion and Sediment Control Site Plan 1	February 7, 2020
C3.2	Erosion and Sediment Control Site Plan 2	February 7, 2020
C3.3	Erosion and Sediment Control Site Plan 3	February 7, 2020
C3.4	Erosion and Sediment Control Site Plan 4	February 7, 2020
C4.1	Site Details 1	February 7, 2020
C4.2	Site Details 2	February 7, 2020





500 Southborough Drive  
Suite 105B  
South Portland, ME 04106  
207.889.3150

**Legend**

Exist.	Prop.	Exist.	Prop.
		CONCRETE	CONCRETE
		HEAVY DUTY PAVEMENT	HEAVY DUTY PAVEMENT
		BUILDINGS	BUILDINGS
		RIRRAP	RIRRAP
		CONSTRUCTION EXIST	CONSTRUCTION EXIST
		TOP OF CURB ELEVATION	TOP OF CURB ELEVATION
		BOTTOM OF CURB ELEVATION	BOTTOM OF CURB ELEVATION
		CONC	CONCRETE
		DVCL	DOUBLE YELLOW CENTER LINE
		EL	ELEVATION
		ELEV	ELEVATION
		EX	EXISTING
		FDN	FOUNDATION
		FFE	FIRST FLOOR ELEVATION
		GRAN	GRANITE
		GTD	GRADE TO DRAIN
		LAD	LANDSCAPE AREA
		LDD	LIMIT OF DISTURBANCE
		MAX	MAXIMUM
		MIN	MINIMUM
		NC	NOT IN CONTRACT
		NCS	NOT TO SCALE
		PERF	PERFORATED
		PROP	PROPOSED
		REM	REMOVE
		RET	RETAIN
		R&D	REMOVE AND DISPOSE
		R&R	REMOVE AND RESET
		R&L	SOLID WHITE EDGE LINE
		SWL	SOLID WHITE LINE
		TS	TOP OF SLOPE
		Typ	TYPICAL
		CB	CATCH BASIN
		CMP	COMPOSITE METAL PIPE
		CD	CLEANOUT
		DCB	DOUBLE CATCH BASIN
		DMH	DRAIN MANHOLE
		CP	CAST IRON PIPE
		CND	CONDUIT
		DIP	DUCTILE IRON PIPE
		FES	FLARED END SECTION
		FM	FORCE MAIN
		F&G	FRAME AND GRATE
		F&C	FRAME AND COVER
		GI	GUTTER INLET
		GT	GRASE TRAP
		HDPE	HIGH DENSITY POLYETHYLENE PIPE
		HH	HANDHOLE
		HW	ELECTRIC MANHOLE
		HYD	HYDRANT
		INV	INVERT ELEVATION
		IP	INVERT ELEVATION
		L	LIGHT POLE
		LP	LIGHT POLE
		MES	METAL END SECTION
		PIV	POST INDICATOR VALVE
		PWV	PAVED WATER WAY
		PVC	POLYVINYLCHLORIDE PIPE
		RCF	REINFORCED CONCRETE PIPE
		R-	RIM ELEVATION
		RIM-	RIM ELEVATION
		SMH	SEWER MANHOLE
		TSV	TAPPING SLLEE, VALVE AND BOX
		UG	UNDERGROUND
		UP	UTILITY POLE

**Abbreviations**

General	
ABAN	ABANDON
ACR	ACCESSIBLE CURB RAMP
ADJ	ADJUST
APPROX	APPROXIMATE
BIT	BITUMINOUS
BS	BOTTOM OF SLOPE
BWL	BROKEN WHITE LANE LINE
CONC	CONCRETE
DVCL	DOUBLE YELLOW CENTER LINE
EL	ELEVATION
ELEV	ELEVATION
EX	EXISTING
FDN	FOUNDATION
FFE	FIRST FLOOR ELEVATION
GRAN	GRANITE
GTD	GRADE TO DRAIN
LAD	LANDSCAPE AREA
LDD	LIMIT OF DISTURBANCE
MAX	MAXIMUM
MIN	MINIMUM
NC	NOT IN CONTRACT
NCS	NOT TO SCALE
PERF	PERFORATED
PROP	PROPOSED
REM	REMOVE
RET	RETAIN
R&D	REMOVE AND DISPOSE
R&R	REMOVE AND RESET
R&L	SOLID WHITE EDGE LINE
SWL	SOLID WHITE LINE
TS	TOP OF SLOPE
Typ	TYPICAL
<b>Utility</b>	
CB	CATCH BASIN
CMP	COMPOSITE METAL PIPE
CD	CLEANOUT
DCB	DOUBLE CATCH BASIN
DMH	DRAIN MANHOLE
CP	CAST IRON PIPE
CND	CONDUIT
DIP	DUCTILE IRON PIPE
FES	FLARED END SECTION
FM	FORCE MAIN
F&G	FRAME AND GRATE
F&C	FRAME AND COVER
GI	GUTTER INLET
GT	GRASE TRAP
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HH	HANDHOLE
HW	ELECTRIC MANHOLE
HYD	HYDRANT
INV	INVERT ELEVATION
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L	LIGHT POLE
LP	LIGHT POLE
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PIV	POST INDICATOR VALVE
PWV	PAVED WATER WAY
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R-	RIM ELEVATION
RIM-	RIM ELEVATION
SMH	SEWER MANHOLE
TSV	TAPPING SLLEE, VALVE AND BOX
UG	UNDERGROUND
UP	UTILITY POLE

**Purpose of Plans**

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE DEVELOPMENT OF A SOLAR FARM IN MECHANIC FALLS, MAINE.

**General**

- CONTRACTOR SHALL NOTIFY "DIO-SAFE" (8) OR 1-888-344-7233 AT LEAST 72 HOURS BEFORE EXCAVATING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SECURITY AND JOB SAFETY. CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL REQUIREMENTS.
- ACCESSIBLE ROUTES, AVOIDING SLOPES, RAMPINGS, SIDEWALKS AND WALKWAYS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE FEDERAL AMERICANS WITH DISABILITIES ACT AND WITH STATE AND LOCAL LAWS AND REGULATIONS (WHICHEVER ARE MORE STRINGENT).
- AREAS DISTURBED DURING CONSTRUCTION AND NOT RESTORED WITH IMPERVIOUS SURFACES (BUILDINGS, PAVEMENTS, WALLS, ETC.) SHALL RECEIVE 8-INCHES LOAM AND SEED.
- WORK WITHIN LOCAL RIGHTS-OF-WAY SHALL CONFORM TO LOCAL MUNICIPAL STANDARDS. WORK WITHIN STATE RIGHTS-OF-WAY SHALL CONFORM TO THE LATEST EDITION OF THE STATE HIGHWAY DEPARTMENTS STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
- UPON AWARD OF CONTRACT, CONTRACTOR SHALL MAKE NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN NECESSARY PERMITS, PAY FEES, AND POST BONDS ASSOCIATED WITH THE WORK INDICATED ON THE DRAWINGS, IN THE SPECIFICATIONS, AND IN THE CONTRACT DOCUMENTS. DO NOT CLOSE OR OBSTRUCT ROADWAYS, SIDEWALKS, AND FIRE HYDRANTS, WITHOUT APPROPRIATE PERMITS.
- TRAFFIC SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
- IN THE EVENT THAT SUSPECTED CONTAMINATED SOIL, GROUNDWATER, AND OTHER MEDIA ARE ENCOUNTERED DURING EXCAVATION AND CONSTRUCTION ACTIVITIES BASED ON VISUAL OBSERVATION OR OTHER EVIDENCE, THE CONTRACTOR SHALL STOP WORK IN THE VICINITY OF THE SUSPECT MATERIAL TO AVOID FURTHER SPREADING OF THE MATERIAL AND SHALL NOTIFY THE OWNER IMMEDIATELY SO THAT THE APPROPRIATE TESTING AND SUBSEQUENT ACTION CAN BE TAKEN.
- CONTRACTOR SHALL PREVENT DUST, SEDIMENT, AND DEBRIS FROM EXITING THE SITE AND SHALL BE RESPONSIBLE FOR CLEANUP, REPAIRS AND CORRECTIVE ACTION IF SUCH OCCURS.
- DAMAGE RESULTING FROM CONSTRUCTION LOADS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
- CONTRACTOR SHALL CONTROL STORMWATER RUNOFF DURING CONSTRUCTION TO PREVENT ADVERSE IMPACTS TO OFF SITE AREAS, AND SHALL BE RESPONSIBLE TO REPAIR RESULTING DAMAGES, IF ANY, AT NO COST TO OWNER.
- THIS PROJECT DISTURBS MORE THAN ONE ACRE OF LAND AND FALLS WITHIN THE MPOES MAINE CONSTRUCTION GENERAL PERMIT (MAGP) PROGRAM. PRIOR TO THE START OF CONSTRUCTION CONTRACTOR IS TO FILE A NOTICE OF INTENT WITH THE MOP AND PREPARE AN EROSION AND SEDIMENT CONTROL PLAN IN ACCORDANCE WITH THE MPOES REGULATIONS.

**Utilities**

- THE LOCATIONS, SIZES, AND TYPES OF EXISTING UTILITIES ARE SHOWN AS AN APPROXIMATE REPRESENTATION ONLY. THE OWNER OR ITS REPRESENTATIVE HAVE NOT REPRESENTED OR VERIFIED THIS INFORMATION AS SHOWN ON THE PLANS. THE UTILITY INFORMATION SHOWN DOES NOT GUARANTEE THE ACTUAL DEPTH, LOCATION, SIZE OR OTHER DATA CONCERNING THE UTILITIES, NOR DOES IT GUARANTEE AGAINST THE POSSIBILITY THAT ADDITIONAL UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THE PLANS. PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY AND DETERMINE THE EXACT LOCATIONS, SIZES, AND ELEVATIONS OF THE POINTS OF CONNECTIONS TO EXISTING UTILITIES, AND SHALL CONFIRM THAT THERE ARE NO INTERFERENCE WITH EXISTING UTILITIES AND THE PROPOSED UTILITY ROUTES, INCLUDING ROUTES WITHIN THE PUBLIC RIGHTS OF WAY.
- WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, OR EXISTING CONDITIONS DIFFER FROM THOSE SHOWN SUCH THAT THE WORK CANNOT BE COMPLETED AS INTENDED, THE LOCATION, ELEVATION, AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED IN WRITING TO THE OWNER'S REPRESENTATIVE FOR THE RESOLUTION OF THE CONFLICT AND CONTRACTOR'S FAILURE TO NOTIFY PRIOR TO PERFORMING ADDITIONAL WORK RELEASES OWNER FROM OBLIGATIONS FOR ADDITIONAL PAYMENTS WHICH OTHERWISE MAY BE WARRANTED TO RESOLVE THE CONFLICT.
- SET CATCH BASIN RIMS, AND INVERTS OF SEWERS, DRAINS, AND DITCHES IN ACCORDANCE WITH ELEVATIONS ON THE GRADING AND UTILITY PLANS.
- RIM ELEVATIONS FOR DRAIN AND SEWER MANHOLES, WATER VALVE COVERS, GAS GATES, ELECTRIC AND TELEPHONE PULL BOXES, AND MANHOLES, AND OTHER SUCH ITEMS, ARE APPROXIMATE AND SHALL BE SET AS FOLLOWS:
  - PAVEMENTS AND CONCRETE SURFACES: FLUSH
  - ALL SURFACES ALONG ACCESSIBLE ROUTES: FLUSH
  - LANDSCAPE, LOAM AND SEED, AND OTHER SOFT SURFACE AREAS: ONE INCH ABOVE SUBSURROUNDING AREA AND TAPER SAFELY TO THE RIM ELEVATION
- THE LOCATION, SIZE, DEPTH AND SPECIFICATIONS FOR CONSTRUCTION OF PROPOSED PRIVATE UTILITY SERVICES SHALL BE INSTALLED ACCORDING TO THE REQUIREMENTS PROVIDED BY AND APPROVED BY THE RESPECTIVE UTILITY COMPANY (GAS, TELEPHONE, ELECTRIC, FIRE ALARM, ETC.). FINAL DESIGN LOADS AND LOCATIONS TO BE COORDINATED WITH OWNER AND DESIGN REPRESENTATIVE.
- CONTRACTOR SHALL MAKE ARRANGEMENTS FOR AND SHALL BE RESPONSIBLE FOR PAYING FEES FOR POLE RELOCATION AND FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE, FIRE ALARM, AND ANY OTHER PRIVATE UTILITIES, WHETHER WORK IS PERFORMED BY CONTRACTOR OR BY THE UTILITIES COMPANY.
- UTILITY PIPE MATERIALS SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED ON THE PLAN:
  - STORM DRAINAGE PIPES SHALL BE SMOOTH INTERIOR CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR AND SHALL FURNISH EXCAVATION, INSTALLATION, AND BACKFILL OF ELECTRICAL FURNISHED STRUCTURES RELATED ITEMS SUCH AS PULL BOXES, CONDUITS, DUCT BANKS, LIGHT POLE BASES, AND CONCRETE PADS. SITE CONTRACTOR SHALL FURNISH CONCRETE ENCASUREMENT OF DUCT BANKS IF REQUIRED BY THE UTILITY COMPANY AND AS INDICATED ON THE DRAWINGS.
- ALL DRAINAGE AND SANITARY STRUCTURE INTERIOR DIAMETERS (IF MIN.) SHALL BE DETERMINED BY THE MANUFACTURER BASED ON THE DIMENSIONS SHOWN ON THESE PLANS AND LOCAL MUNICIPAL STANDARDS. FOR MANHOLES THAT ARE 20 FEET IN DEPTH AND GREATER, THE MINIMUM DIAMETER SHALL BE 5 FEET.

**Layout and Materials**

- DIMENSIONS ARE FROM THE EDGE OF GRAVEL EDGE OF CONCRETE, UNLESS OTHERWISE NOTED.
- SEE ELECTRICAL DRAWINGS FOR EXACT PANEL DIMENSIONS.
- PROPOSED BOUNDS AND ANY EXISTING PROPERTY LINE MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE SET OR RESET BY A PROFESSIONAL LAND SURVEYOR (PLS).
- PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING PAVEMENT AND/OR GRAVEL DRIVE ELEVATIONS AT INTERFACE WITH PROPOSED DRIVE, AND EXISTING GROUND ELEVATIONS ADJACENT TO DRAINAGE OUTLETS TO ASSURE PROPER TRANSITIONS BETWEEN EXISTING AND PROPOSED FACILITIES.

**Demolition**

- CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING MANMADE SURFACE FEATURES WITHIN THE LIMIT OF WORK INCLUDING BUILDINGS, STRUCTURES, PAVEMENTS, SLABS, CURBING, FENCES, UTILITY POLES, SIGNS, ETC. UNLESS INDICATED OTHERWISE ON THE DRAWINGS, REMOVE AND DISPOSE OF EXISTING UTILITIES, FOUNDATIONS AND UNSATURABLE MATERIAL BENEATH AND FOR A DISTANCE OF 10 FEET BEYOND THE PROPOSED BUILDING FOOTPRINT INCLUDING EXTERIOR COLUMNS.
- EXISTING UTILITIES SHALL BE TERMINATED, UNLESS OTHERWISE NOTED, IN CONFORMANCE WITH LOCAL, STATE AND INDIVIDUAL UTILITY COMPANY STANDARD SPECIFICATIONS AND DETAILS. THE CONTRACTOR SHALL COORDINATE UTILITY SERVICE DISCONNECTS WITH THE UTILITY REPRESENTATIVES.
- CONTRACTOR SHALL DISPOSE OF DEMOLITION DEBRIS IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND STATUTES.
- THE DEMOLITION LIMITS DEPICTED IN THE PLANS IS INTENDED TO AID THE CONTRACTOR DURING THE BIDDING AND CONSTRUCTION PROCESS AND IS NOT INTENDED TO DEFINE EACH AND EVERY ELEMENT OF DEMOLITION. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THE ESTABLISHED SCOPE OF DEMOLITION BEFORE SUBMITTING ITS BID/PROPOSAL, TO PERFORM THE WORK AND SHALL MAKE NO CLAIMS AND SEEK NO ADDITIONAL COMPENSATION FOR CHANGED CONDITIONS OR UNDESIRABLE OR LATENT SITE CONDITIONS RELATED TO ANY CONDITIONS DISCOVERED DURING EXECUTION OF THE WORK.
- UNLESS OTHERWISE SPECIFICALLY PROVIDED ON THE PLANS OR IN THE SPECIFICATIONS, THE ENGINEER HAS NOT PREPARED DESIGNS FOR AND SHALL HAVE NO RESPONSIBILITY FOR THE PRESENCE, DISCOVERY, REMOVAL, ABATEMENT OR DISPOSAL OF HAZARDOUS MATERIALS, TOXIC WASTES OR POLLUTANTS AT THE PROJECT SITE. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF LOSS, DAMAGE, EXPENSE, DELAY, INJURY OR DEATH ARISING FROM THE PRESENCE OF HAZARDOUS MATERIALS AND CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ANY CLAIMS MADE IN CONNECTION THEREWITH. HOWEVER, THE ENGINEER SHALL HAVE NO ADMINISTRATIVE OBLIGATIONS OF ANY TYPE WITH REGARD TO ANY CONTRACTOR ABATEMENT INVOLVING THE ISSUES OF PRESENCE, DISCOVERY, REMOVAL, ABATEMENT OR DISPOSAL OF ASBESTOS OR OTHER HAZARDOUS MATERIALS.

**Existing Conditions Information**

- BASE PLAN: THE PROPERTY LINES AND TOPOGRAPHY HAVE BEEN PROVIDED BY MAINE GIS TOPOGRAPHY IS BASED ON 2M DEM LIKAR FLIGHTS BETWEEN THE YEARS OF 2008 - 2013.
  - DELINITION OF THE WETLANDS AND PLACEMENT OF THE FLAGS WAS PERFORMED BY VHB DURING NOVEMBER 2018.
  - FLAGS MARKING THE WETLANDS WERE LOCATED BY VHB USING GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) RECEIVERS WITH SUB-METER ACCURACY.
  - APPROXIMATE WETLANDS WERE MAPPED USING TOPOGRAPHY, VEGETATION AND SOILS INFORMATION AS GUIDELINES.
2. TOPOGRAPHY: ELEVATIONS ARE BASED ON NAVD 83.

**Document Use**

- THESE PLANS AND CORRESPONDING CADD DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, AND SHALL NOT BE USED IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN FOR WHICH IT WAS CREATED WITHOUT THE EXPRESSED WRITTEN CONSENT OF VHB. ANY UNAUTHORIZED USE, REUSE, MODIFICATION OR ALTERATION, INCLUDING AUTOMATED CONVERSION OF THIS DOCUMENT SHALL BE AT THE USER'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO VHB.
- CONTRACTOR SHALL NOT RELY SOLELY ON ELECTRONIC VERSIONS OF PLANS, SPECIFICATIONS, AND DATA FILES THAT ARE OBTAINED FROM THE DESIGNER, BUT SHALL VERIFY LOCATION OF PROJECT FEATURES IN ACCORDANCE WITH THE PAPER COPIES OF THE PLANS AND SPECIFICATIONS THAT ARE SUPPLIED AS PART OF THE CONTRACT DOCUMENTS.
- SYMBOLS AND LEGENDS OF PROJECT FEATURES ARE GRAPHIC REPRESENTATIONS AND ARE NOT NECESSARILY SCALED TO THEIR ACTUAL DIMENSIONS OR LOCATIONS ON THE DRAWINGS. THE CONTRACTOR SHALL REFER TO THE DETAIL SHEET DIMENSIONS, MANUFACTURERS LITERATURE, SHOP DRAWINGS, AND FIELD MEASUREMENTS OF SUPPLIED PRODUCTS FOR LAYOUT OF THE PROJECT FEATURES.

**NextGrid Solar Farm**  
South Main Street  
Mechanic Falls, Maine 04256

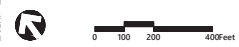
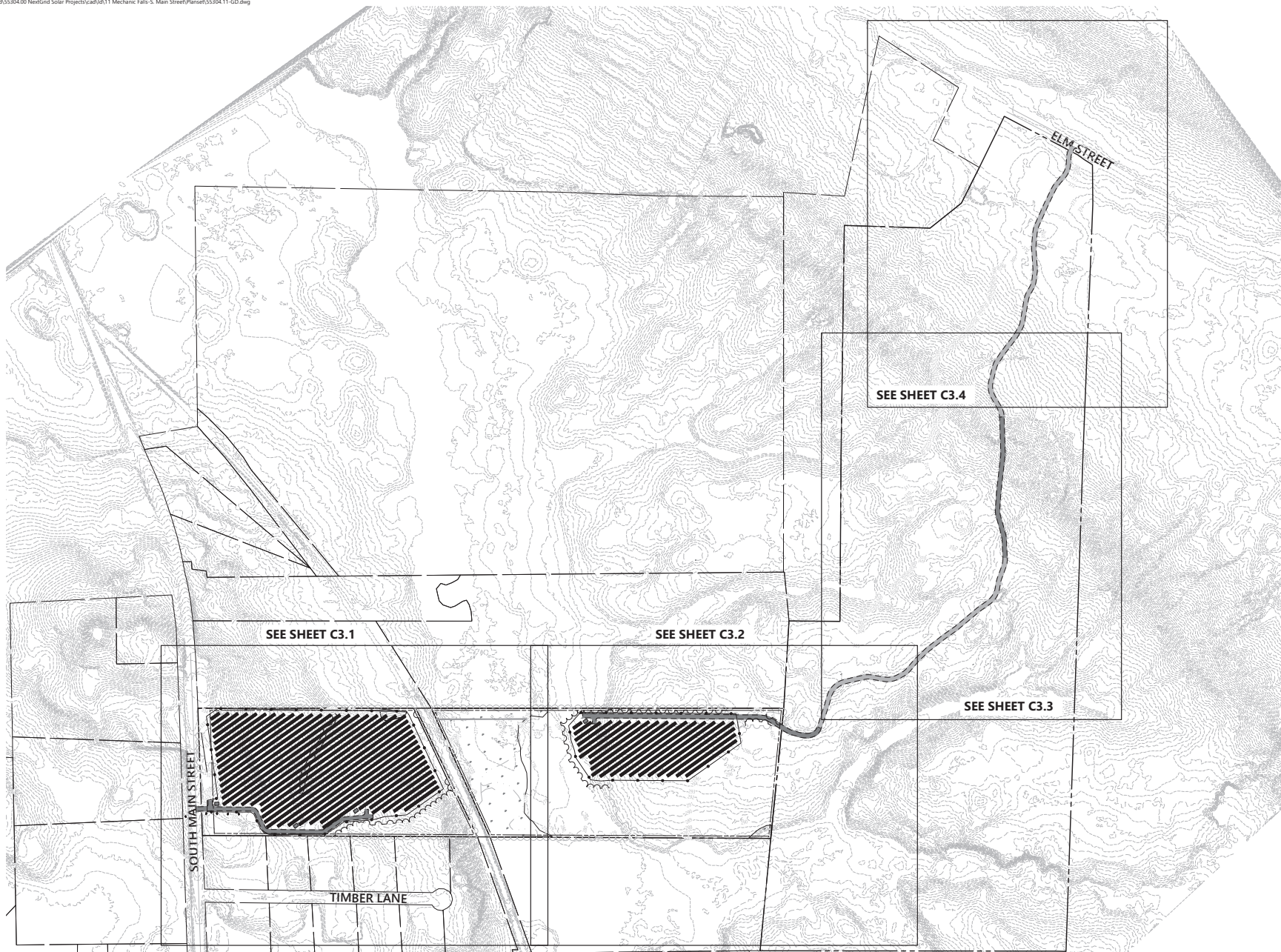
No.	Revision	Date	App'd

Prepared by: \_\_\_\_\_ Checked by: \_\_\_\_\_  
 Drawn by: \_\_\_\_\_ Date: \_\_\_\_\_  
**Permitting** February 7, 2020

Not Approved for Construction  
 Drawing Title:  
**Legend and General Notes**

Drawing Number  
**C1.0**  
 Sheet 1 of 8  
 Project Number:  
 55304.11





**NextGrid Solar Farm**  
South Main Street  
Mechanic Falls, Maine 04256

NO.	REVISION	DATE	BY

DATE	DESCRIPTION
February 7, 2020	Permitting

Not Approved for Construction  
Drawing Title

Master Plan

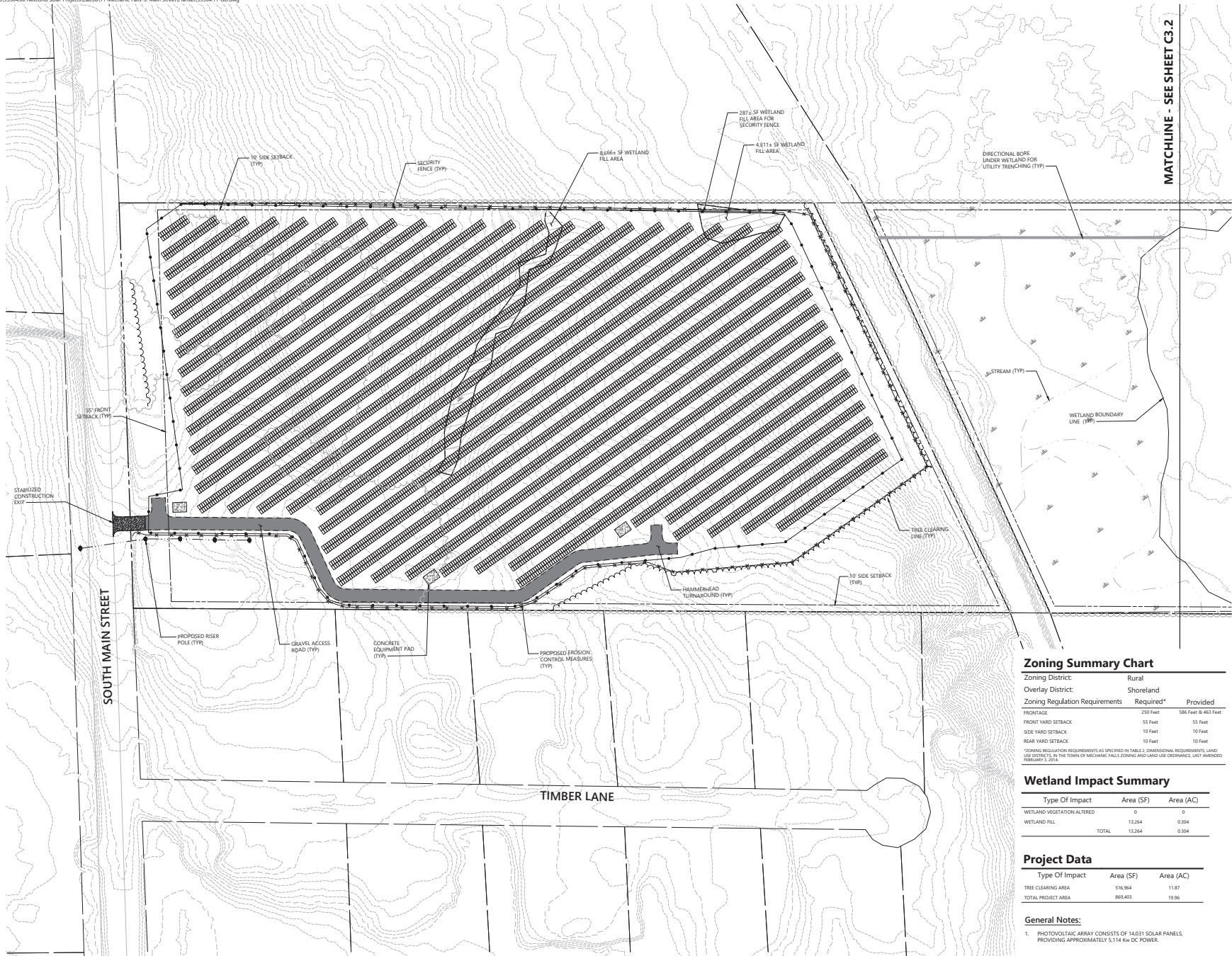
Drawing Number

# C2.0

Sheet 2 of 8

Project Number

55304.11



MATCHLINE - SEE SHEET C3.2

**Zoning Summary Chart**

Zoning District:	Rural
Overlay District:	Shoreland
Zoning Regulation Requirements	Required*      Provided
FRONTAGE	250 Feet      586 Feet @ 463 Feet
FRONT YARD SETBACK	55 Feet      55 Feet
SIDE YARD SETBACK	10 Feet      10 Feet
REAR YARD SETBACK	10 Feet      10 Feet

\*ZONING REGULATION REQUIREMENTS AS SPECIFIED IN TABLE 2. DIMENSIONAL REQUIREMENTS, LAND USE DISTRICTS, BY THE TOWN OF MECHANIC FALLS ZONING AND LAND USE ORDINANCE, LAST AMENDED FEBRUARY 12, 2016.

**Wetland Impact Summary**

Type Of Impact	Area (SF)	Area (AC)
WETLAND VEGETATION ALTERED	0	0
WETLAND FILL	13,264	0.304
<b>TOTAL</b>	<b>13,264</b>	<b>0.304</b>

**Project Data**

Type Of Impact	Area (SF)	Area (AC)
TREE CLEARING AREA	516,964	11.87
TOTAL PROJECT AREA	869,403	19.96

**General Notes:**

- PHOTOVOLTAIC ARRAY CONSISTS OF 14,831 SOLAR PANELS, PROVIDING APPROXIMATELY 5.114 Mw DC POWER.

**NextGrid Solar Farm**  
 South Main Street  
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Rev.	Description	Date	Author

Prepared by: [ ]  
 Checked by: [ ]  
 Date: February 7, 2020

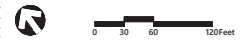
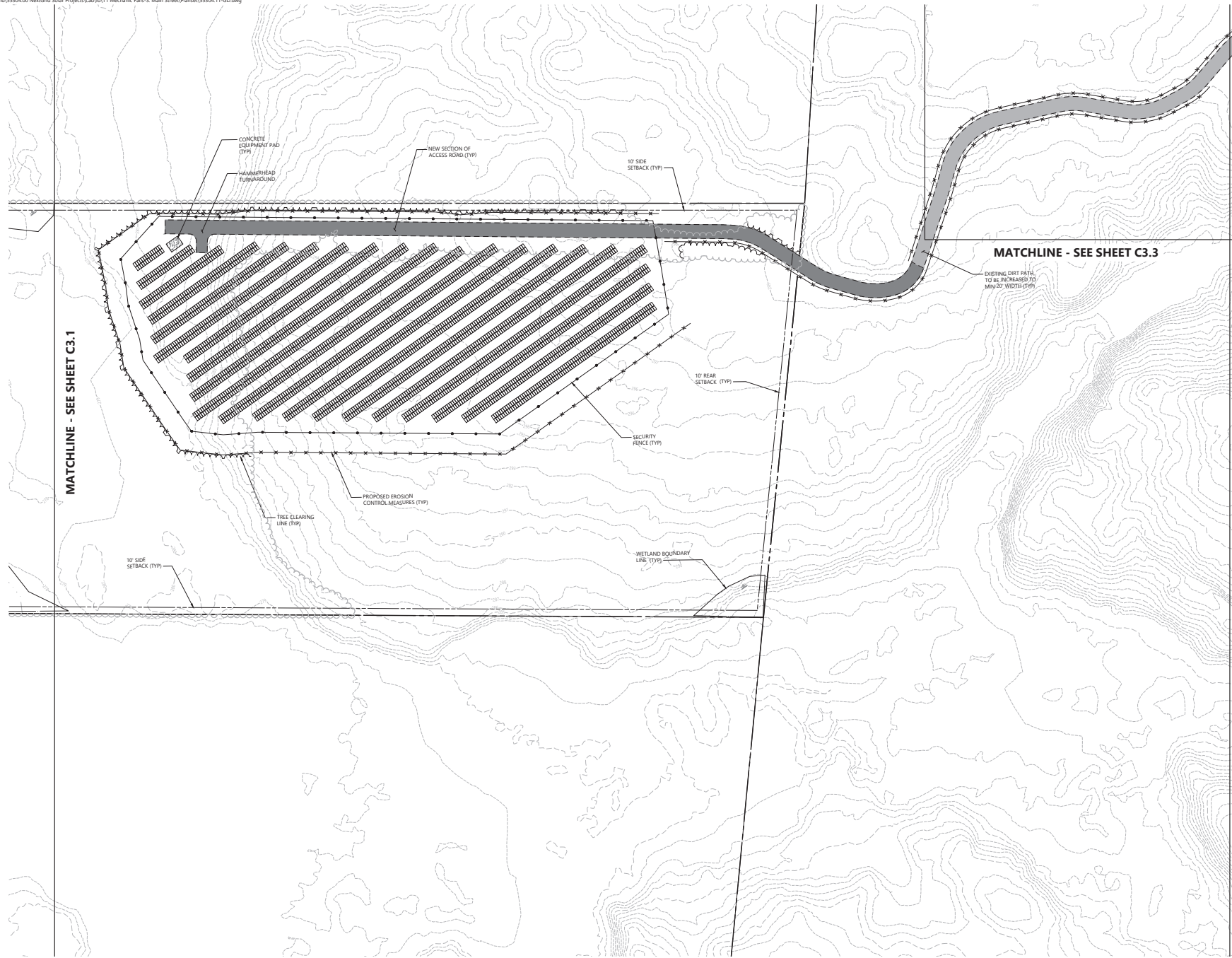
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 Control Site Plan 1

**C3.1**

Sheet 3 of 8

Project Number: 55304.11





**NextGrid Solar Farm**  
South Main Street  
Mechanic Falls, Maine 04256

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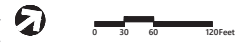
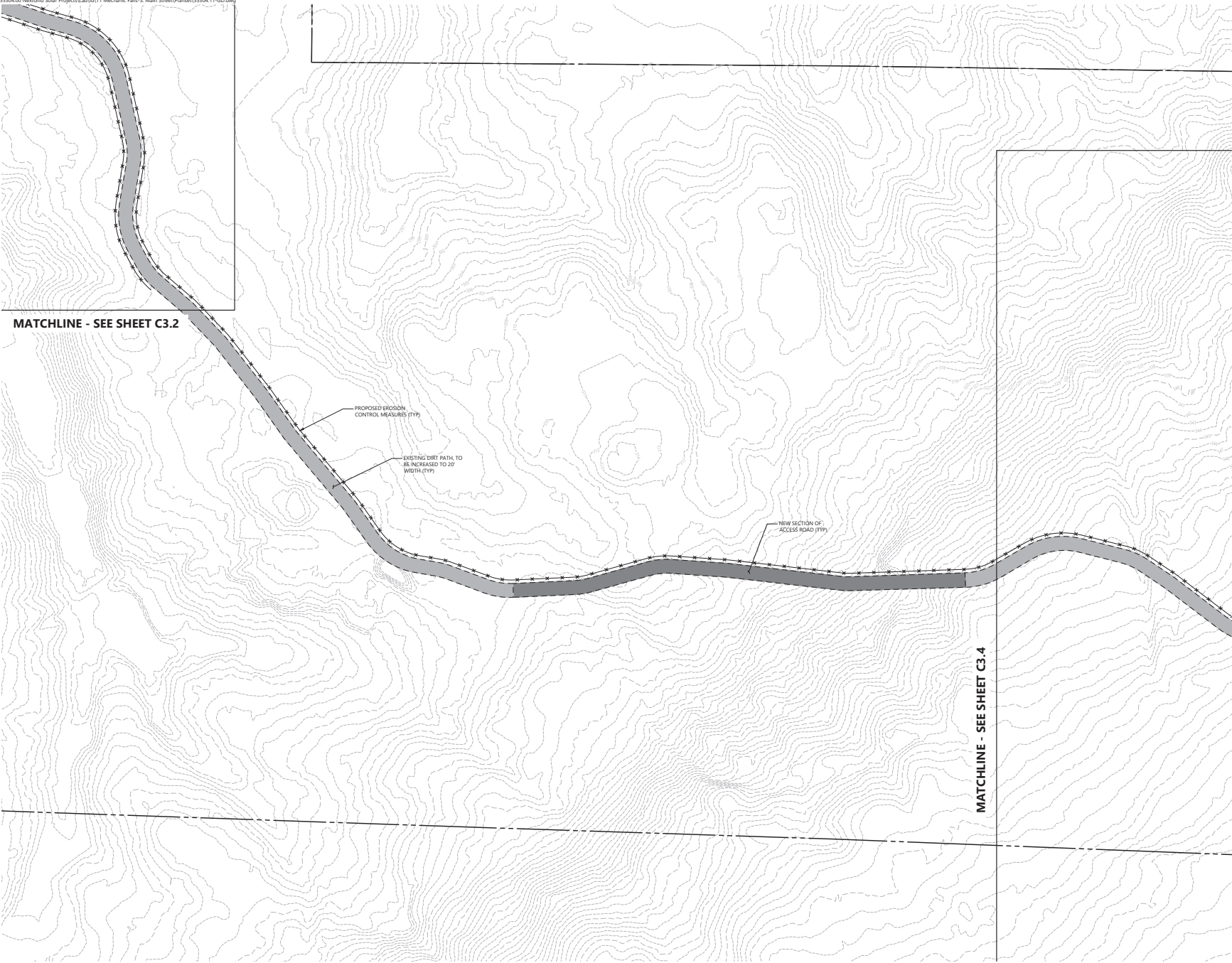
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Control Site Plan 2

Drawing Number  
**C3.2**

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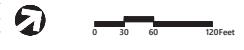
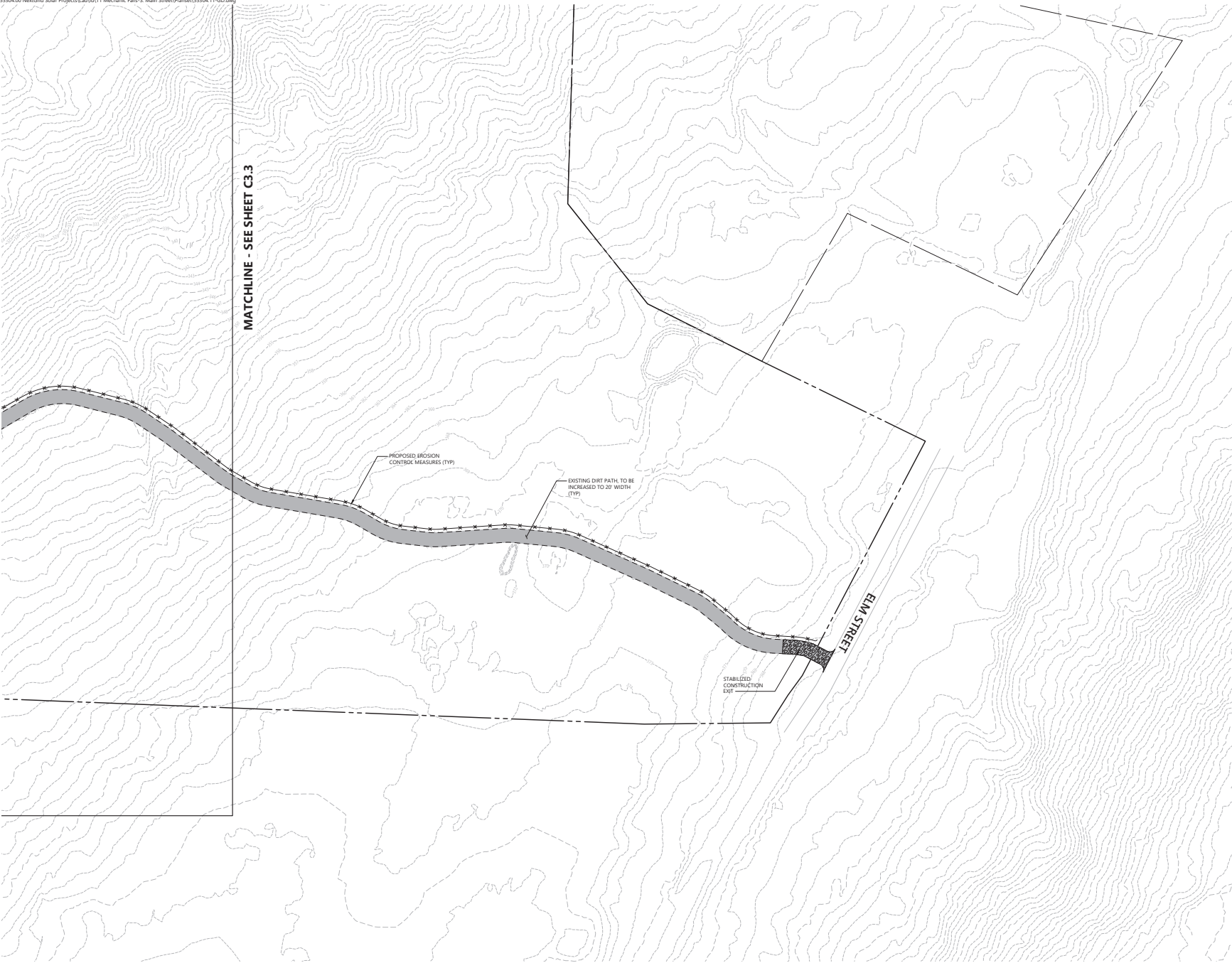
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 Erosion and Sediment  
 Control Site Plan 3

Drawing Number  
**C3.3**

Sheet 5 of 8

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 Erosion and Sediment  
 Control Site Plan 4

Drawing Number  
**C3.4**  
 Sheet 6 of 8  
 Project Number  
 55304.11



