

Town of Baldwin Planning Board
Meeting Minutes

Planning Board members in attendance: Matt Fricker, Josiah Pierce, Matt Sandborn, David Strock and Don Sharp

Matt Fricker opened the meeting at 7:00p.

Mr. Fricker noted that the Board would have to review the minutes from the last meeting next time.

First issue on agenda – Sebago Road Solar, LLC.

Andrew Keller and Larry Bastin (Terradyn Consultants) appeared for the applicant.

Mr. Fricker noted that the Board had previously discussed the project with the applicant and the major issue was the location of the access road.

Mr. Keller provided an update on the project. Due to changes at the state level, including a moratorium on solar projects and other facts, the applicant decided to reduce the project size to 2 megawatts. The initial CMP study had been complete, but there was a second level review still in progress.

The applicant provided a new submission dated 9/26/21 which described the new proposal. Mr. Keller informed the Board that the applicant had created a website with useful information about the project, which can be accessed at nhsolargarden.com/baldwincommunitysolar Mr Keller stated the website has FAQs and links to state information, such as the new de-commissioning statute in Maine that started on 10/18/21.

Mr. Fricker said that it would be helpful to have more information in a PowerPoint from the applicant, which included information about the benefit to the community, tax revenues, etc. Mr. Fricker said that he would give the applicant one of the submissions from a prior solar farm applicant so they could see what had been done before.

Mr. Bastin gave a verbal presentation about the project, some highlights are below:

Maximum 10% grade on the access road, which is located on the applicant's property.

Mr. Sharp asked for a topo of the location where the panels will be placed. There was a general discussion of run off, erosion control, and flow rates.

A Board member asked whether the applicant would need to improve CarlBurnell road. The applicant responded that they did not know, but did not expect to do so.

Mr. Strock asked about the difference between the two entities identified in the documents. The applicant stated that SOW Solar, Inc. is the landowner and the property is leased by Sebago Road Solar, LLC. Kevin Hill is the person who is in control of SOW Solar, Inc.

Mr. Fricker asked where the interconnect with CMP would be located. Mr. Keller stated that the 3-phase line is on Route 11, but they expected CMP to bring the interconnect to the edge of the applicant's property and CarlBurnell Road.

Mr. Fricker asked about state permits. The applicant stated that they are submitting a wetland, resource protection permit in the next few weeks. Since the property was less than 20 acres a site plan is not required.

Mr. Strock asked about traffic during the construction phase, specifically about how the trucks would be positioned. Mr. Keller did not know. Several other Board members stated that they wanted to see a landing so the trucks did not block traffic. Mr. Pierce and Mr. Sharp also suggested a landing at the top area because they were going to have to move equipment up the steep road. Mr. Keller said that they were concerned about the 20-acre limitation.

Mr. Sandborn asked if the property was till in tree growth. Mr. Pierce was pretty sure it had been taken out, but the Selectmen said they would confirm.

The applicant agreed to submit additional information at or before the next meeting and Mr. Fricker stated that the Board would try to schedule a site walk shortly thereafter, assuming the information was complete.

The CEO, Mr. Sunderland, provided the applicant a Construction Permit (a form) and told them that the fee for permit is based on the cost of project. Mr. Keller said he was not the cost, but it was normally about \$1.25 per watt, so it would be about \$2.4 million estimate with approximately 5400 panels on the site.

Mr. Fricker said that the application seemed incomplete; compared with other applications. A lot of the standard stuff is not here, such as DEP submissions. Mr. Keller said they could provide that information. Mr. Sharp reminded them that he wanted the topo information.

Mr. Fricker asked about the FAQs and whether they were general or specific to this project? Mr. Keller said they were general.

Mr. Fricker provided the applicant information about the Ham Radio operators in Baldwin and how we have handled that issue in the past.

Mr. Pierce said that we should have information on the view shed. Mr. Strock suggested that the view from the major roads and property lines would be sufficient.

Mr. Fricker said that he read an article about Augusta and they used a condition that stated something to the effect, no harmful chemicals would be used during the construction and maintenance of the site. He thought this would be a good idea for our Town. The applicant agreed that they would not use harmful chemicals.

Second Item – Update from CEO

Mr. Sunderland said that an attorney had inquired about the McDonald property across from the town. Mr. Sunderland wanted to confirm that it was part of a subdivision. Mr. Fricker said yes.

Third Item: Administrative Issues:

Mr. Fricker spoke with Lee Jay Feldman about helping with the comprehensive plan, revisions/updates to subdivision ordinance, recreational marijuana, small homes/alternative dwelling units, and possibly an ordinance for solar farms.

Mr. Fricker suggested that Mr. Feldman attend the 11/9 working session meeting with the Selectmen and the Planning Board.

The Board unanimously agreed to adjourn at 8:28p



Pineland
Cumberland Hall
41 Campus Drive, Suite 101
New Gloucester, ME 04260

Portland
565 Congress Street, Suite 201
Portland, ME 04101

September 26, 2021

Project #2079

Mr. Wes Sunderland, CEO
Town of Baldwin
534 Pequawket Trail
West Baldwin, ME 04091

CONDITIONAL USE APPLICATION FOR PLANNING BOARD REVIEW
Sebago Road Solar, LLC
6 Carl Burnell Road, Baldwin

Dear Wes:

On behalf of Sebago Road Solar, LLC of Portsmouth, New Hampshire, we are pleased to submit plans & materials in support of the Conditional Use Application for the proposed Sebago Road Solar large-scale ground mounted solar project located off Carl Burnell Road in Baldwin. The development parcel is approximately 84 acres in size and is comprised of lots #4 and #6 on the Town of Baldwin Tax Map #3. The site is located within the Rural Zoning District (R). The area of the site proposed for solar panel development is located approximately 1,500 feet from Burnell Road.

Existing Site

The Sebago Road Solar project site is forested with areas of wetland and streams. A preliminary wetland and stream delineation was completed in January 2021 by Mark Cenci Geologic, Inc. The project site rises gradually in elevation from Burnell Road to the proposed solar site. An existing gravel road enters the site from Burnell Road and runs roughly parallel to Gulf Brook until it reaches the wider portion of the site, where it turns the corner and crosses Gulf Brook. This first wider area of the site is relatively flat and includes a wetland area, Gulf Brook and an unnamed stream. The site then continues to rise in elevation to the northeast, with an area of steeper slopes before leveling off to a relatively flat and dry area with the majority of slopes less than 8%. Elevations on site range from 354 at the site entrance on Burnell Road to a high point of 510 in the eastern portion of the site proposed for solar array installation. The soils on site consist of Hermon sandy loam, Hinckley loamy sand, Peru fine sandy loam and Ridgebury very stony fine sandy loam. We reviewed the available FEMA Flood Insurance Rate Map data and found that no maps were available for download for the site area. No known flood zones are associated with the on-site streams or wetlands.

The wetlands on site are forested wetlands with no associated setbacks. Gulf Brook flows onto the site in the northwestern corner and flows southeasterly to Burnell Road. The stream meanders along the existing gravel woods road with one existing crossing location. An unnamed stream tributary to Gulf Brook is also located along the northwesterly property line. Solar development is not proposed in the area of wetlands and streams.

Proposed Project

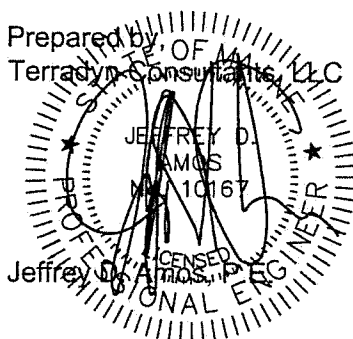
The proposed ground mounted solar development includes the construction of an access road, fenced in solar array area, shade management areas outside the fence, and electrical infrastructure. The proposed access road will come off Carl Burnell Road at the existing gravel road location, as shown on the enclosed Site Plan. It follows the existing gravel road for approximately 250', continues into the site and crosses Gulf Brook at approximate station 5+00. At approximate station 8+90, the road turns between Gulf Brook and the property corner to enter the wider portion of the property. The road then crosses the wetlands at two locations and continues northeasterly to the proposed solar array area.

At the end of the access road location there will be a small area for electrical infrastructure and a hammerhead turnaround. The solar array area is located on the high and relatively dry area of the site and will not result in any wetland impacts; the array area is outside the shoreland area surrounding the brook. Utility poles for the solar array will run along the access road. A fence surrounds the solar array area and the area 10' outside of the fence will be mowed twice a year. The solar array meets all required property line setbacks within the Rural Zone.

The proposed project results in the development of less than 20 acres and less than 1 acre of impervious area, so it is subject to a Maine DEP Stormwater Permit By Rule requiring erosion and sedimentation controls.

The project will require an Army Corps of Engineers wetland impact permit for approximately 5,740 SF of forested wetland impacts, and a MDEP Natural Resource Protection Act (NRPA) permit for the stream crossing and work within 75' of the brook.

We look forward to discussing this information with the Planning Board at the upcoming September 9, 2021 Planning Board Meeting. Thank you for your consideration, and please call me if you have any questions as you review the enclosed plans and information.



Enc.

cc: Andrew Kellar, Sebago Road Solar, LLC

LIST OF ATTACHMENTS

Attachment 1	Application Form
Attachment 2	Property Deed
Attachment 3	Standards Compliance Narrative
Attachment 4	Frequently Asked Questions

DRAWING INDEX

C-1.0	Cover Sheet & Location Map
S-1.0	Boundary Survey
C-2.0	Site Layout Plan
C-3.0	Plan & Profile
C-3.1	Plan & Profile
C-3.2	Plan & Profile
C-4.0	Erosion Control Notes & Details
C-4.1	Stormwater Details & Notes
C-4.2	Site Details & Notes

Attachment 1

Application Form

For Town Use Only

Date Application Received _____

Received By: _____

Fee Paid: \$ _____

Town of Baldwin, Maine.

Application for Conditional Use Permit

The Land Use Ordinance of the Town of Baldwin allows the Planning Board to grant a Conditional Use Permit for those uses listed specifically as Conditional Uses in Article 6, District Regulations of the code. Before granting a permit, the Board must find that the standards contained in Article 8, Conditional Uses have been met. It is your obligation to submit the necessary materials to allow the Planning Board to determine if those standards have been met. Three copies of the complete application and supporting materials and the applicable fee shall be submitted to the Code Enforcement Officer.

Section A: Basic Information (to be completed by all applicants)

- 1. Applicant's Legal Name Sebago Road Solar, LLC
- 2. Applicant's Mailing Address 43 Holmes Ct, Portsmouth, NH 03810
- 3. Phone number where applicant can be reached during business hours Applicant Representative: Terradyn Consultants
Attn Adrienne Fine 207-926-5111
- 4. Are you the owner of record of the property for which the Conditional Use Permit sought?
 yes (provide copy of title and go to Question 8)
 X no (answer Questions 5, 6, and 7)
- 5. To apply for a conditional Use Permit, you must have legal right, title, or interest in the property. Please indicate your interest in the property and attach written evidence of this interest.
Sebago Road Solar, LLC will lease the portion of the property proposed for solar development from Kevin Hill.
Kevin Hill has purchased the land, under SOW Solar, Inc from Richard Carrier Trucking.
~~Current deed and draft lease are attached~~
SOW Solar, Inc
- 6. Property Owner's Name SOW Solar, Inc
- 7. Property Owner's Address 92 Montevale Ave, Stoneham MA 02180
- 8. Location of property for which the permit is sought 6 Carl Burnell Road, Baldwin, ME
- 9. Indicate the Map and Lot number for the property from the Town's assessment records Map # 3 Lot # 4 & 6
- 10. Indicate Zoning District in which the property is located (check as many as apply)
 Natural Resource Protection Highlands
 Village Commercial X Rural
- 11. List the use for which a Conditional Use Permit is being sought. Please refer to Article 6, District Regulations. The proposed use must be specifically listed as conditional use in the district in which it is located.
Ground mounted solar array

Town of Baldwin, Maine
Application for Conditional Use Permit
(continued – page #2)

12. Attach the following information to this application as outlined in Article 8 Conditional Uses. For each item, please indicate by checking that item that it has been included with your application.

- a. A location map showing the location of the property with respect to roadways and major natural features. This map should allow the Board to locate the parcel in the field and on the Town's zoning and tax maps.
- b. A written description of the proposed use of the property. This statement shall describe the exact nature of the proposed use.
- c. An accurate, scale drawing of the lot showing the location of any existing or proposed buildings, structures, and natural features, Driveways and parking areas.

Section B: Standards for a conditional Use Permit (the full text appears in Article 8.3)

1. The Planning Board shall consider impact:

- a. The size of the proposed use compared with surrounding uses.
- b. The intensity of the proposed use, including amount and type of traffic to be generated, hours of operation, expanse of pavement, and similar measures of intensity of use, compared with surrounding uses.
- c. The potential generation of noise, dust, odor, vibration, glare, smoke, litter and other nuisances.
- d. Unusual physical characteristics of the site, including size of the lot, shape of the lot, topography, and soils, which may tend to aggravate adverse impacts upon surrounding properties.
- e. The degree to which landscaping, fencing, and other design elements have been incorporated to mitigate adverse impacts on surrounding properties.

2. The Planning Board shall consider facilities:

- a. The ability of traffic to safely move into and out of the site at the proposed location.
- b. The presence of facilities to assure the safety of pedestrians passing by or through the site.
- c. The capacity of the street network to accommodate the proposed use.
- d. The capacity of the storm drainage system to accommodate the proposed use.
- e. the ability of the Town to provide necessary fire protection services to the site and development.

3. The Planning Board shall consider natural characteristics:

- a. The natural characteristics of the site, including topography, drainage, and relationship to ground and surface waters and flood plains, shall not be such that the proposed use when placed on the site will cause undue harm to the environment or to neighboring properties.

Section C: Shoreland Standards

Section to be completed only if any portion of the property is located within 250 feet of the normal high water mark of Ingalls Pond, Sand Pond, Southeast Pond, Adams Pond, or the Saco River or within 75 feet of any stream. For each standard, attach a written statement demonstrating how the proposed use complies with that standard. For each item, please indicate by checking that item that it has been included with your application. Each standard must be addressed in your submission.

- a. Will not result in unreasonable damage to spawning grounds, fish, aquatic life, birds and other wildlife habitat.
- b. Will reasonably conserve shoreland vegetation.
- c. Will reasonably conserve visual points of access to waters as viewed from public facilities.
- d. Will conserve actual points of public access to waters.
- e. Will reasonably conserve natural beauty.
- f. Will reasonably avoid problems associated with floodplain development or use.

Section D: (to be completed by applicant)

I/We Andrew Kellar, certify that I/We are the legal applicants for the conditional use permit by this application, that I/We are the owners of the property covered by this application **or** have the **property owner's consent** to the filing of this application and **have legal interest** in the property and that the information contained in this application and supporting materials is accurate and true.

I/We further certify that I/We have the standards for granting of Conditional Use Permits contained in Land Use Ordinance.

 4/28/21
Signature of Applicant Date

Signature of Applicant Date

Permit Fee: \$ _____
Signature of CEO Date Received

Official Use: Planning Board.

Date Received by Planning Board: _____

Received By: _____

Date of Public Hearing: _____

Conditional Use Permit about: _____

PERMIT DENIED Date: _____ **Explanation:** _____

PERMIT APPROVED Date: _____ **Conditions of Permit (if any)** _____

Planning Board Signatures:

1. _____

2. _____ 3. _____

4. _____ 5. _____

Attachment 2

Property Deed

DLN #1002140132972

MAINE REAL ESTATE TAX-PAID

QUITCLAIM DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS THAT **RICHARD CARRIER TRUCKING, INC.**, a Maine corporation having an address of 46 Industrial Park, P.O. Box 718, Skowhegan, Maine (the "Grantor"), for consideration paid, grants to **SOW SOLAR, INC.**, a Massachusetts corporation with a mailing address of 2 Tandem Drive, Westminister, Massachusetts 01473 (the "Grantee"), **WITH QUITCLAIM COVENANT**, a certain lot or parcel of land situated on the northwesterly side of the Carl Burnell Road, also known as the Burnell Road, in the Town of Baldwin, County of Cumberland and State of Maine, and being more particularly described as follows:

Beginning at an iron pipe found set in the ground on the assumed Northwesterly side line of the Carl Burnell Road, also known as the Burnell Road, at the Easterly corner of land now or formerly of Pike Industries, Inc. (Book 7384/ Page 207);

Thence N 16°55'51" W along land of the said Pike Industries, Inc. 1443.73 feet to a 3/8" rebar found set in the ground;

Thence N 71°51'29" E continuing along land of the said Pike Industries, Inc. 1789.90' to a 3/8" capped rebar (#1182) found set in the ground;

Thence N 13°52'46" W continuing along land of the said Pike Industries, Inc. 1100.30' to a triple blaze hemlock tree on the Southeasterly side line of land now or formerly of Norma & Marcia McKenney (Book 27,730/Page 283);

Thence N 73°15'13" E along land of the said McKenney 1249.43 feet to the Sebago Town Line;

Thence S 20°25'59" E across land of the Grantor and along the Sebago Town line 1733.18 feet to an iron pipe found set in the ground at the Northerly corner of land now or formerly of Natasha Jamison (Book 30,325/Page 238);

Thence S 73°04'47" W along land of the said Jamison 1408.30 feet to an iron pipe found set in the ground;

Thence S 72°37'23" W continuing along land of the said Jamison 1538.50 feet to a 3/4" rebar found set in the ground;

Thence S 15°50'23" E continuing along land of the said Jamison 847.78 feet to the said side line of the Burnell Road;

Thence S 76°10'19" W along the said side line of the Burnell Road 240.80 feet to the point of beginning. Containing 83.76 acres.

All bearings are Magnetic of the year 2011.

TOGETHER WITH ANY RIGHTS THE Grantor may have in and to the "old logging road" right-of-way as described in said deed in Book 4857, Page 280, running from said road to said land described in said deed.

Meaning and intending to convey portions of Parcels 1, 3, and 4 in said deed in Book 4325, Page 98, and all of said parcel described in Book 4857, Page 280. Said parcel in Book 4857, Page 280 being described as the easterly half of lot numbered 20 in the third range East (of Baldwin) and said Parcel 1 in Book 4325, Page 98 being a portion of the westerly half of said lot. Said Parcel 3 in said deed apparently being a portion of lot number 20 in the fourth range East (of Baldwin). Said Parcel 4 in said deed apparently being a portion of the homestead lot of Ira C. Burnell and apparently being a portion of a lot in said fourth range East.

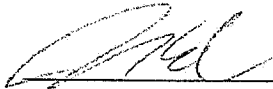
Being all and the same premises described in a Quitclaim Deed With Covenant from William C. Rea to Verrill Group, Inc. dated March 16, 1998 recorded in the Cumberland County Registry of Deeds in Book 13684, Page 256. Meaning and intending to convey the same premises conveyed to this Grantor by deed recorded in the Cumberland County Registry of Deeds in Book 26,341, Page 73.

The Grantee herein agrees by acceptance of this deed that it is responsible for any assessments or penalties occasioned by the Tree Growth Tax Law of the State of Maine, 36 M.R.S.A. §671 et seq.

IN WITNESS WHEREOF, RICHARD CARRIER TRUCKING, INC. has hereunto caused this instrument to be signed and sealed in its company name by said Richard Carrier, its Treasurer, hereunto duly authorized this __ day of February, 2021.

WITNESS:

RICHARD CARRIER TRUCKING, INC.



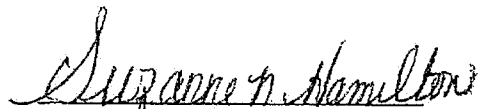
By: Richard A. Carrier
Name: Richard Carrier
Its: Treasurer

State of Maine
County of Somerset, ss.

February 18th, 2021

Personally appeared the above-named Richard Carrier, the Treasurer of Richard Carrier Trucking, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Richard Carrier Trucking, Inc.

Before me,


Notary Public/Attorney-at-Law
Print Name: Suzanne N. Hamilton
My Commission Expires 2/15/2023

Land Lease Option and Lease Agreement (Solar Farm)

BETWEEN:

SOW Solar, Inc LANDLORD

AND

Sebago Road Solar, LLC (or Assigns), TENANT

Table of Contents

	Page
1. The Option	1
2. Leased Premises.....	2
3. Term.....	2
4. Rent.....	3
5. Improvements of Leased Premises	4
6. Ingress, Egress, Utility and Solar Easement	4
7. Maintenance and Security.....	6
8. Title and Quiet Possession.....	7
9. Title to Site Improvements and Infrastructure,	7
10. Uses and Operations	7
11. Subordination, Attornment, and Nondisturbance	7
12. Mortgage of Leasehold Interests.....	8
13. Governmental Approvals and Compliance.....	13
14. Assignment	13
15. Notices	13
16. Insurance	13
17. Operating Expenses	14
18. Taxes.....	14
19. Maintenance by Landlord	14
20. Liabilities to Third Parties: Risk of Loss.....	14
21. Tenant's Performance and Surrender.....	14
22. Default and Termination for Default	14
23. Right to Terminate	15
24. Rights to Site Improvements and Infrastructure Upon Termination	15
25. Binding on Successors	16
26. Access to Premises.....	16
27. Governing Law	16
28. Entire Agreement.....	17
29. Survey and Testing	17
30. Oil, Gas and Mineral Rights	17
31. Hazardous Waste	17
32. Mechanic's Liens.....	19

Table of Contents (continued)

	Page
33. Headings	19
34. Time of Essence.....	19
35. Severability	19
36. Real Estate Broker	19
37. Further Assurances.....	20
38. Dispute Resolution.....	20
39. Right to Record.....	20
40. Interpretation.....	20
41. Date of Agreement.....	20

Exhibit A	Legal Description of the Leased Premises
Exhibit B	Tenant’s Survey of the Leased Premises
Exhibit C	Certificate of Insurance
Exhibit D	Landlord Acknowledgement of Collateral Assignment of Lease – <i>example doc</i>

**LAND LEASE OPTION AND LEASE AGREEMENT
(SOLAR FARM)**

This Land Lease Option and Lease Agreement (the "Agreement") is made this 31st day of March, 2021, by and between SOW Solar, Inc., having an address of 92 Montevale Ave Stoneham, MA 02180 ("Landlord"), and Sebago Road Solar, LLC (or assigns), a New Hampshire LLC, having offices at 43 Holmes CT, Portsmouth, NH 03801 ("Tenant").

1. The Option.

- a. For the sum of **One Thousand Five Hundred dollars (\$1,500.00)** (the "Option Fee") to be paid to Landlord by Tenant upon execution of this Agreement and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, Landlord hereby grants to Tenant the exclusive and irrevocable right and option to lease the Leased Premises (as defined below) on the terms and conditions set forth below (the "Option").
- b. The term of the Option shall commence on the date hereof and shall continue in full force and effect for **eighteen (18) months** from the date of this agreement (the "Initial Option Period"). If Tenant desires to exercise the Option, it shall do so by written notice thereof to Landlord within the Option Period (the "Option Notice"), time being of the essence with respect to the giving of the Option Notice. In the event that Tenant fails to deliver the Option Notice to Landlord during the Option Period in accordance with the terms hereof, the Option set forth herein shall terminate and be of no further force or effect and Tenant shall have no further right to lease the Leased Premises.
- c. Extension Option Periods. The option period may be extended by Tenant for three (3) six (6) month periods (the "Extension Option Period(s)") upon Tenant's written notice to Landlord before the end of the Initial Option Period or prior Extension Option Period, as applicable, together with payment of **One Thousand Five Hundred dollars (\$1,500.00)** (the Initial Option Period and Extension Option Periods are hereinafter collectively referred to as the "Option Period").
- d. Exercise of the Option. No later than 5:00 p.m. on the last day of the Option Period, Tenant shall have the right, in its sole and absolute discretion, to exercise the Option by giving Landlord written notice of such exercise in accordance with the Notice provision set forth in Section 15.
- e. During the Option Period, Landlord shall permit Tenant and its authorized agents and representatives to enter upon the Landlord Property (as defined below) at reasonable times during normal business hours to inspect the Landlord Property and perform surveys. Tenant shall notify Landlord of its intention, or the intention of its agents or representatives, to enter the

Landlord Property at least twenty-four (24) hours prior to such intended entry. Tenant shall bear the cost of all inspections.

- f. Upon Tenant's exercise of the Option, the terms of this Agreement relating to the lease of the Leased Premises (the "Lease") that follows shall take effect. The date that the Option Notice is delivered shall be considered the "Lease Commencement Date".
- g. In the event Landlord fails to perform its obligations under this Agreement for any reason other than Tenant's breach, Tenant may pursue all remedies available at law and in equity. Landlord hereby acknowledges that Tenant will incur significant expenses in reliance on this Agreement.

2. Leased Premises. Upon Tenant's exercise of the Option, Landlord shall lease to Tenant and Tenant shall lease from Landlord, pursuant to the terms of this Agreement, an approximately **Thirty (30)** acres parcel of real property, which is a portion of the real property located at or about **6 Carl Burnell Road (town map 3, lot 6), (as defined as premises 1) in Baldwin, County of Cumberland,** Maine, which property is more particularly described in Exhibit A-1 attached hereto ("Landlord Property"), together with ingress, egress, and utility easements providing access to and from a public road and the point of utility interconnection, as described in Sections 5 and 6 below (that portion of the Landlord Property being referred to herein as the "Leased Premises"). A legal description of the Leased Premises is attached hereto and incorporated herein as Exhibit A-2. Landlord grants to Tenant the right to survey the Leased Premises at Tenant's cost, and the legal description of the Leased Premises, including any access or utility easements, provided in the survey shall then become Exhibit B, which shall be attached hereto and made a part hereof. In the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control. Landlord agrees to allow Tenant to place the Leased Premises in the best location per the survey with the Landlord's approval, which will not be unreasonably withheld.

3. Term. The lease term (collectively, the "Term") shall be as follows:

- a. The Primary Term shall be for **twenty (20) years** commencing on the Lease Commencement Date.
- b. Tenant shall have the option and right to elect to extend this lease for up to four (4) five (5) year extensions (each such extension referred to as a "Renewal Term", or collectively as the "Renewal Terms"). Tenant shall give Landlord written notice of its election to extend the Lease on or before the commencement of the twenty (20th) year of the Primary Term, or the end of the then-current Renewal Term, whichever is later.
- c. A final term commencing upon expiration of the Primary Term, or expiration of the last Renewal Term, whichever is later, to allow for Tenant's decommissioning and removal of the Solar Farm (as defined below) (the "Final Term"). The Final Term shall last no longer than six (6)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as a sealed instrument, as of the day and year first above written.

LANDLORD:

By: Kevin Hill

Title: _____

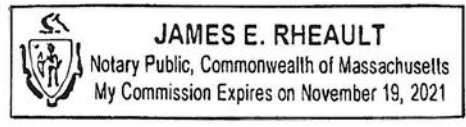
Date: _____

COMMONWEALTH / STATE OF MASSACHUSETTS
COUNTY OF WORCESTER) ss

On this 31 day of MARCH, 2021, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Kevin Hill proved to me on the basis of satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

James E. Rheault
Notary Public



TENANT:

Sebago Road Solar, LLC (or Assigns)

By: [Signature]

Title: Member

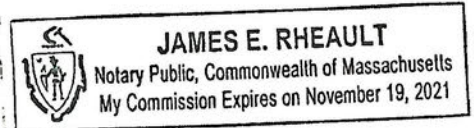
Date: 3/31/21

COMMONWEALTH / STATE OF MASSACHUSETTS
COUNTY OF WORCESTER) ss

On this 31 day of MARCH, 2021, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Andrew Kellar proved to me on the basis of satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily on behalf of Sebago Road Solar, LLC for its stated purpose (as Tenant).

WITNESS my hand and official seal.

[Signature]
Notary Public



Attachment 3

Standards Compliance Narrative



Pineland
Cumberland Hall
41 Campus Drive, Suite 101
New Gloucester, ME 04260

Portland
565 Congress Street, Suite 201
Portland, ME 04101

September 2021

Project# 2079

**COMPLIANCE WITH TOWN OF BALDWIN
CONDITIONAL USE STANDARDS
Sebago Road Solar
Baldwin, Maine**

The following information describes how the proposed development complies with the standards contained in Article 8 of the Land Use Ordinance.

Section A: Basic Information

1: Applicant's Legal Name:

The applicant's name is Sebago Road Solar, LLC.

2: Applicants Mailing Address:

Sebago Road Solar, LLC
43 Holmes Ct.
Portsmouth, NH 03810

3: Applicant's Phone Number:

Mr. Andrew Kellar, Sebago Road Solar, LLC, (603) 817-1175

4: Owner of Record:

SOW Solar, Inc.

5: Right, Title or Interest:

Kevin Hill, under SOW Solar, Inc., is the legal owner of the property per deed recorded in the Cumberland County Registry of Deeds in book 37839, page 339. See Attachment 2 for a copy of the property deed.

Sebago Road Solar, LLC will lease the portion of the property proposed for solar development from SOW Solar Inc. See Attachment 2 for a copy of the lease agreement.

6: Property Owner's Name:

SOW Solar, Inc. is the legal owner of the property. Kevin Hill is the legal representative of SOW Solar Inc.

7: Owner of Record Address

SOW Solar Inc.
92 Montevale Ave.
Stoneham, MA 02180

8: Location of Property:

The property is located at 6 Carl Burnell Road.

9: Tax Map & Lot Number:

The property is shown as Lots #4 and #6 on Tax Map 3.

10: Zoning District:

The property is located in the Rural Zoning District.

11: Conditional Use:

The applicant seeks to permit a ground-mounted solar facility for the property.

12: Required Items:

a. Location Map

A location map is shown on the cover sheet of the attached plan set.

b. Written Description of the Proposed Use.

The applicant intends to construct a ground-mounted solar array, access road, utility poles and associated electrical infrastructure. Additional details on the project can be found in the Frequently Asked Questions – Attachment #3.

c. Drawings of Proposed Activity

A plan set that shows the proposed solar array development is provided in with this letter. The plans show existing topography, natural features and the proposed access road and solar array area.

Section B: Standards for Conditional Use Permit:

1. The Planning board shall consider impact of:

1a: Size of the proposed use compared to surrounding uses:

The solar array development is located on the rear area of an 84-acre parcel. The solar array area and electrical infrastructure is over 1,600' from Burnell Road. The property was harvested for timber in recent years and contains a network of tote trails and emerging vegetation, as shown in Google Earth. Based on review of Google Earth images, abutting properties to the south and east also appear to have been harvested in recent years. There is an existing gravel pit on the property to the west. The nearest residence to the proposed solar array is more than 1,500 feet away on Baldwin Road (Route 11).

1b: Intensity of the proposed use, including amount and type of traffic to be generated, hours of operation, expanse of pavement, and similar measures of intensity of use, compared with surrounding uses:

The proposed solar array is a low intensity use that will generate minimal traffic. The proposed access road will be used during construction and for emergency vehicle access and routine maintenance after the project is completed. Maintenance of the solar array and associated equipment will typically be done two to three times per year. The proposed access road follows the location of an existing access road for part of its length and is +/-2,650' long with a 16' wide gravel surface.

1c: The potential generation of noise, dust, odor, vibration, glare, smoke, litter and other nuisances:

Construction dust and noise will be controlled by limiting the hours of construction. Once completed, a solar array is a low intensity use that generates no noise, dust, odor, vibration, glare, smoke, litter or other nuisances.

1d: Unusual physical characteristics of the site, including size of the lot, shape of the lot, topography, and soils, which may tend to aggravate adverse impacts upon surrounding properties:

The proposed solar array will be located more than 1,500' from the nearest public road or residence which will minimize impacts on surrounding properties.

1e: The degree to which landscaping, fencing, and other design elements have been incorporated to mitigate adverse impacts on surrounding properties:

A fence will surround the proposed solar array and the area 10' outside the fence will be mowed twice a year. The solar array meets all required property line setbacks within the rural zone.

2. The Planning board shall consider facilities:

2a: The ability of traffic to safely move into and out of the site at the proposed location:

The proposed site entrance on Burnell Road provides adequate sight distance in both directions. The proposed access road is 16' wide with a maximum grade of +/-13% and will provide safe and effective operations during construction and after construction is completed. The plans provide a hammerhead turnaround at the end of the access road to allow maintenance and emergency vehicles to safely turn around.

2b: the presence of facilities to assure the safety of pedestrians passing by or through the site:

No pedestrian traffic is permitted on the access road or within the solar array due to safety and security concerns.

2c: The capacity of the street network to accommodate the proposed use:

The existing street network in the area is adequate to accommodate the proposed use.

2d: The capacity of the storm drainage system to accommodate the proposed use:

The project will require a MDEP Stormwater Permit by Rule, which is primarily focused on erosion and sedimentation control. Calculations for proposed access road culverts, level spreaders and ditch stabilization are provided as part of the MDEP PBR application.

2e: The ability of the town of provide necessary fire protection services to the site & development:

The proposed access road is designed to allow for safe and effective access to the site for emergency vehicles.

3. The Planning board shall consider natural characteristics:

The natural characteristics of the site, including topography, drainage, and relationship to ground and surface waters and flood plains, shall not be such that the proposed use when placed in the site will cause undue harm to the environment or to neighboring properties.

The proposed access road will follow the existing topography of the site and will preserve existing natural drainage patterns. The road location avoids the existing

stream on the property. The solar array will be installed on the existing natural ground contours.

The project will require a MDEP Stormwater Permit by Rule. The applicant will follow all applicable MDEP regulations regarding surface waters, flood plains, ground water, stormwater & site stabilization

Section C: Shoreland Standards:

This section may be applicable since a stream flows from the upper pond to & through the lower pond. Some of the existing & proposed development may be located within 75 of that stream.

a: Will not result in unreasonable damage to spawning grounds, Fish aquatic life, bird and other wildlife habitat:

The proposed project will not result in unreasonable damage to spawning ground, fish, aquatic life, bird and other wildlife habitat. the proposed access road follows the existing topography and existing stream crossing. A new box culvert is proposed where the existing gravel drive crosses the stream which will improve existing conditions.

b: Will reasonably conserve shoreland vegetation:

The proposed access road crosses the stream in the same location as the existing drive crosses the stream, the vegetation along the banks of the stream will be preserved to the maximum extent possible.

c: Will reasonably conserve visual points of access to waters as viewed from public facilities:

There are no visual points of access to the waters as viewed from public facilities on the property.

d: Will conserve actual points of public access to waters:

There are no point of public access to water on the site.

e: Will reasonably conserve natural beauty:

Much of the site will be preserved in its existing state. A gravel road existing on the site which will be widened to support the project and only a portion of the site will be cleared for the solar array.

f: Will reasonably avoid problems associated with floodplain development or use:

There is not a floodplain associated with the stream outside of the existing banks.

Attachment 4

Frequently Asked Questions



Planning Board Frequently Asked Questions 2021

Stormwater Management. What is the plan for the treatment and management of storm water?

Response: Stormwater management shall be accomplished by a series of vegetated swales and stone berm level spreaders located within the shade management areas that will revert collected runoff back to sheet flow as it leaves the development and is received by the forested uplands and resource protection areas. Peak flows shall be attenuated for all storm events to be less than existing conditions.

Soil Survey. What kind of Soils are on the property?

Response: The topography of a project site ranges widely in slope, but soils generally range from gravelly sandy loam to very fine sandy loam in the uplands, with silt loams and peats in some of the more hydric wetlands near the resource protection areas. Hydrologic soil groups also vary with slope, ranging from HSG A to HSG C on the uplands as they run from steep to slight, respectively. Wetlands range from HSG C to D and range from somewhat poorly drained to poorly drained.

Surface Water Drainage. What provisions have been made for surface drainage so that removal of surface waters will not adversely affect neighboring properties, down-stream conditions, or the public storm drainage system? What treatment shall be provided to mitigate potential impacts to receiving wetlands and water bodies from pollutants, excess nutrients and elevated temperatures in storm water runoff from developed areas?

Response: Changes to existing drainageways are not anticipated as a result of a project. The post-developed condition will match the pre-developed condition, as all disturbed areas are being reverted back to meadow, which acts as a treatment buffer for stormwater and is considered by Maine DEP to be self-treating.

Water Supply; Wastewater Disposal. What provisions have been made for water supply and wastewater disposal in accordance with state standards?

Response: Water and wastewater disposal are not applicable for a solar project.

Material & Waste Storage/Disposal. What if any raw, finished or waste materials will be stored outside and any stored materials of a hazardous nature?

Response: After construction, no material, raw, finished, or hazardous will be stored on the site. Construction debris (Solid waste) will be disposed of at a licensed disposal facility by a licensed hauler. No on-site generation or collection or waste storage facilities are proposed for this project.

Water Supply. Is there evidence of water supply sufficient in quantity and quality for normal domestic use, use as process water for industrial operations and use for fire protection?

Response: No water supply installation is proposed. The solar array will be accessed over an access drive. The access drive will be improved by expansion to an overall 20' width that will accommodate construction period access, fire and emergency vehicles, and future maintenance access (typically 2-3 times a year). Spacing between



panels will provide a 12 to 17-foot wide path and a 15-foot wide perimeter path is also provided inside the fence line. A 10-foot wide, vegetated area around the outside of the perimeter fence will be maintained for fire/emergency access and a Knox-Box™ will be added to the entry gate so the fire department has access to the array. No buildings are existing or proposed, and an adequate access route and hammerhead turnaround is provided.

Right, Title or Interest. Is there evidence of the applicant's right, title or interest in the project site?

Response: The applicant has an executed long-term lease agreement with the current or future owner.

What is the Decommissioning Plan and Bond process?

New Hampshire Solar Garden prepares a Decommissioning Plan for all its solar array facilities prior to performing the activities. The Plan is developed under the supervision of a professional engineer and all permits are obtained before beginning work. Our lease agreement with the landowner requires us to completely remove the array and all its associated facilities (i.e., concrete pads). Below is a summary of the typical decommissioning tasks:

*Remove Rack Wiring
Remove Cable
Remove Panels
Dismantle Racks
Remove and Load Racks
Remove Electrical Equipment
Breakup and Remove Concrete Pads and Ballasts
Remove Power Poles
Remove Fence
Grading and
Hydroseed and Restore Vegetated surfaces.*

An estimate of probable cost for decommissioning is \$25,000 per megawatt MW/Ac and the project can provide a form of surety to support the decommissioning plan.

Preservation of Landscape: How will the project ensure the landscape shall be preserved in its natural state, insofar as practicable, by minimizing tree and soil removal, retaining existing vegetation where desirable, support local habitat, and keeping any grade changes in character with the general appearance of neighboring areas.

Response: The proposed development mostly preserves the natural state of the land; however, treeremoval is required to build most solar arrays. The installation of solar panels involves driving panel posts of utilizing an earth screw into the ground and requires very little site disturbance. Underground electrical is installed using a small machine with an attached backhoe, similar to a ditch witch. All disturbed areas will be revegetated and converted back to the existing meadow condition. The array will be surrounded by either an 8-foot knot wire fence or 7-foot chain-link fence depending on the natural surroundings. As compared to a standard chain-link fence, the knot wire fence has wooden posts and larger diameter spacing in the wire to allow smaller wildlife to freely enter and exit the array. This fencing is popular with orchard owners & farmers.

Parking and Circulation. Is there a parking plan or pedestrian plan for a solar project?



Response: there is no proposed parking associated with this project. Within the fenced area, 12- 15-foot wide, vegetated accessaisles around the array and between panel rows will be maintained for maintenance purposes. A 10-foot wide, vegetated area around the outside of the perimeter fence will also be maintained for fire/emergency access.

How will the ingress and egress impact traffic?

Response: The existing entrance or new entrance to the site will be utilized and it is assumed that no impacts to traffic will occur as a result of this project.

Exterior Lighting. What is the lighting plan for this project?

Response: No lighting is proposed.

Emergency Vehicle Access. Will there be convenient and safe emergency vehicle access to the structures at all times?

Response: The access will provide safe emergency vehicle access at all times. A hammerhead turnaround will be constructed to accommodate all vehicular traffic. In addition, a 10-foot wide, vegetated area around the outside of the perimeter fence will be maintained for fire/emergency access and a knox-box will be added to the entry gate so the fire department has access to the array, if necessary. Please refer to the enclosed site plans.

Site Conditions. During construction, will the site be maintained and left each day in a safe and sanitary manner?

Response: Construction equipment will be inspected daily for oil and grease drips and spills. Fueling and maintenance of vehicles will be performed in accordance with Maine DEP Best Management Practices to avoid and minimize drips and spills. Any release will be managed immediately and in accordance with requirements set forth by the Maine DEP. Dust control by application of water will occur as necessary.

Solar Equipment. Do solar panels or solar inverters leak any hazardous material? And what about the transformers provided by the local utility company?

Response: Solar panels are constructed with materials that may be listed as hazardous, similar to household appliance, but unless the panels are ground up and completely dissolved, there is little to no impact to the environment. If the event of catastrophic damage to the solar array, the panels would be disposed of in a manner that ensure none of these components are left on site or impact the local environment. At this time, the industry has responded to these concerns and many solar panel & equipment recyclers are operating around the country to mitigate these concerns. The solar inverters are made from plastics, metal, copper and other electrical components found in electrical systems at homes, schools and businesses. These components would also be recycled according to local, State & Federal regulations. The transformers used on solar projects at this scale are similar to the transformer placed at a medium to large school and are required to follow the strict safety policies put forth by the local utilities for the benefit of the public safety.



Do solar panels or solar inverters create any glare, sound or smell?

Response: Solar panels meant to absorb as much light as possible to convert the sunlight into electricity. They are constructed with materials such as anti-glare glass that makes up 98% of the surface area. Any glare would come from the aluminum frame and per FAA guidelines, do not pose a concern for neighbors, planes or other activities around the solar array. The panels, inverters and transformers do not emit any smell and the only sound is a light hum of the transformer, which can not be heard from more than 20-30ft away. The inverters do not have any moving parts to create sound.

What other benefits to the community can the solar project provide?

Response: The solar project is required to upgrade the electrical lines coming to the site. These upgrades impact the community in a positive manner because the aging electric grid is slow to upgrade itself and these upgrades create a more resilient power system. Solar project in Maine can pay up to a \$2,000 per MW/Ac PILOT payment for any increased assessed value to the underlying property. Finally, the solar projects are developed to provide community energy savings to Towns, Schools, businesses, non-profits and residences in the same service area of the local utility. These savings typically range from 10-15% of their current electric rates.