



TOWN OF BRUNSWICK
STAFF REVIEW COMMITTEE

STAFF REVIEW COMMITTEE
- AGENDA -
BRUNSWICK TOWN HALL
85 UNION STREET
ROOM 206
WEDNESDAY, JUNE 22, 2016, 10:00 A.M.

1. **Case #16-010 Beacon Ridge Subdivision:** The Staff Review Committee (SRC) will review and provide a recommendation to the Planning Board on a **Sketch Plan Major Development Review** application submitted by authorized representatives from Site Design Associates for Ecopath Developers, LLC, to revise a Sketch Plan that was approved by the Planning Board on April 5, 2016 with the construction of a 1,200 linear foot access road for a single family residential subdivision comprised of twenty four (24) lots, located in the **R6 (Cook's Corner Neighborhood); Cooks Corner Zoning District; and Natural Resource Protection Zone (NRPZ) (Map 42, Lot 16).**
2. **Case #16-022 Mid-Coast Health Services Sketch Plan:** The Staff Review Committee (SRC) will review and provide a recommendation to the Planning Board for a **Sketch Plan Major Development Review** application submitted by authorized representatives from Pine Tree Engineering for Mid-Coast Health Services to construct three (3) new parking areas containing one hundred fifteen (115) new parking spaces. The site is located at 123 Medical Center Drive within the **CC (Cooks Corner Center) Zoning District, the Medical Use Overlay Zone (MUZ).** The parcel contains the **Natural Resource Protection Zone (NRPZ), and Rural Brunswick Smart Growth Overlay District - Wildlife Habitat Block, (Map 45, Lot 32).**
3. **Case #16-024 Sweet Dreams Major Development Review Amendment:** The Staff Review Committee (SRC) will review and provide a recommendation to the Planning Board for a combination Sketch & **Final Plan Major Development Review** application submitted by Marcus Headley for Sweet Dreams Inc. to provide new outdoor display areas. The site is located at 256 Bath Road within the **CC (Cooks Corner Center) Zoning District (Map 45, Lot 55)**
4. **Case #16-025 Crystal Springs Farm Community Solar Farm:** The Committee will review and provide a recommendation to the Planning Board on a **Special Permit** application for a proposed community solar farm within an existing agricultural field. The proposed use is located in the **Coastal Protection 1 (CP1) Zoning District; Natural Resource Protection Zone (NRPZ) (Map 22, Lot 163).***

**Zoning District revised from Cooks Corner (CC) to Coastal Protection (CP1) Zoning District*

This agenda is mailed to owners of property within 200 feet of proposed development sites. In cases where Committee action is pending this agenda serves as notice of same. In cases where the Committee's role is to advise the Planning Board, this agenda is mailed as a courtesy along with notice of the Planning Board meeting. The Staff Review Committee meeting is open to the public. All are invited to attend and participate. For further information call Anna Breinich at the Brunswick Department of Planning and Development (725-6660).

Site Design Associates

Consulting Engineering and Land Planning

June 7, 2016

Jared Woolston, Planner
Department of Planning & Development
Town of Brunswick
85 Union Street
Brunswick, ME 04011

**RE: Beacon Ridge
Proposed Subdivision
Thomas Point Road
Amended Sketch Plan Review**

Dear Jared:

On behalf of Ecopath Developers, LLC, Site Design Associates is pleased to present a Major Development Review Sketch Plan application for a proposed 24 lot single family residential subdivision to be located on Thomas Point Road. Enclosed is one copy of the following information for your completeness review:

- Major Development Review Sketch Plan Application and Checklist
- Letter of Agent Authorization
- Location Map
- List of Abutters within 200 ft
- Certificate of Corporate Formation
- Purchase and Sale Agreement and Amendment
- Proposed Typical Road Section
- Wetland Investigation Report
- Existing Conditions Plan
- Conceptual Plan

The property is located in the Residential 6/Cook's Corner zone, where single family housing is a permitted use. Dimensional standards and a net site area calculation are provided on Drawing C-101.

Since our original sketch plan application was submitted and reviewed by the planning board, Ecopath has revised their proposal, with less, and smaller lots than the 35 originally proposed. The proposed project now includes the construction of approximately 1,200 linear feet of access road, constructed to town standards for a minor road, and the creation of 24 lots for single family residential housing on a parcel approximately 16.5 acres in size. The remaining land will be retained by Ecopath. The project is proposed as an open space development, and would preserve approximately 5 acres of undeveloped open space.

Mr. Jared Woolston

6/7/2016

Page 2 of 2

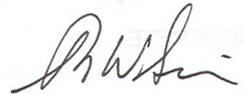
Since our last meeting with the planning board, Ecopath has been working with the Brunswick Sewer District exploring the possibility of extending public sewer service to the site. We will be able to report on this in more detail at or prior to the planning board meeting. Overhead electrical service with pole mounted transformers will be constructed. The project as now proposed would no longer be phased.

Wetlands were mapped by Mark Cenci Geologic. As noted on Drawing C-100, there were five wetland systems identified. Wetland 1 had some areas that had vernal pool characteristics. These were monitored this spring and it was determined that they are not significant wildlife habitat. This is the wetland that apparently coincides with the NRPZ, so the limits of the NRPZ were adjusted from the location shown on the town zoning map. Wetlands 2, 3, 4, and 5 are forested wetlands.

We anticipate that an application will be submitted to the DEP under the Stormwater Permit By Rule provisions.

We look forward to working with the town staff toward amending the Sketch Plan Approval for this project. If you have any questions or comments related to the application materials, please do not hesitate to contact us.

Sincerely,
Site Design Associates

A handwritten signature in black ink, appearing to read 'Tom Saucier', with a stylized flourish at the end.

Tom Saucier, P.E.
President

ECOPATH DEVELOPERS LLC

17 ARROWHEAD DRIVE
BRUNSWICK, ME 04011
PHONE: 207-721-0254
CELL: 207-751-5369

February 19, 2016

Mr. Tom Saucier, P.E.
Site Design Associates
23 Whitney Way
Topsham, ME 04086

TO WHOM IT MAY CONCERN:

This letter authorizes Mr. Tom Saucier to serve as an agent for EcoPath Developers LLC for the purpose of permitting the proposed residential subdivision project located at Thomas Point Road in Brunswick, Maine.

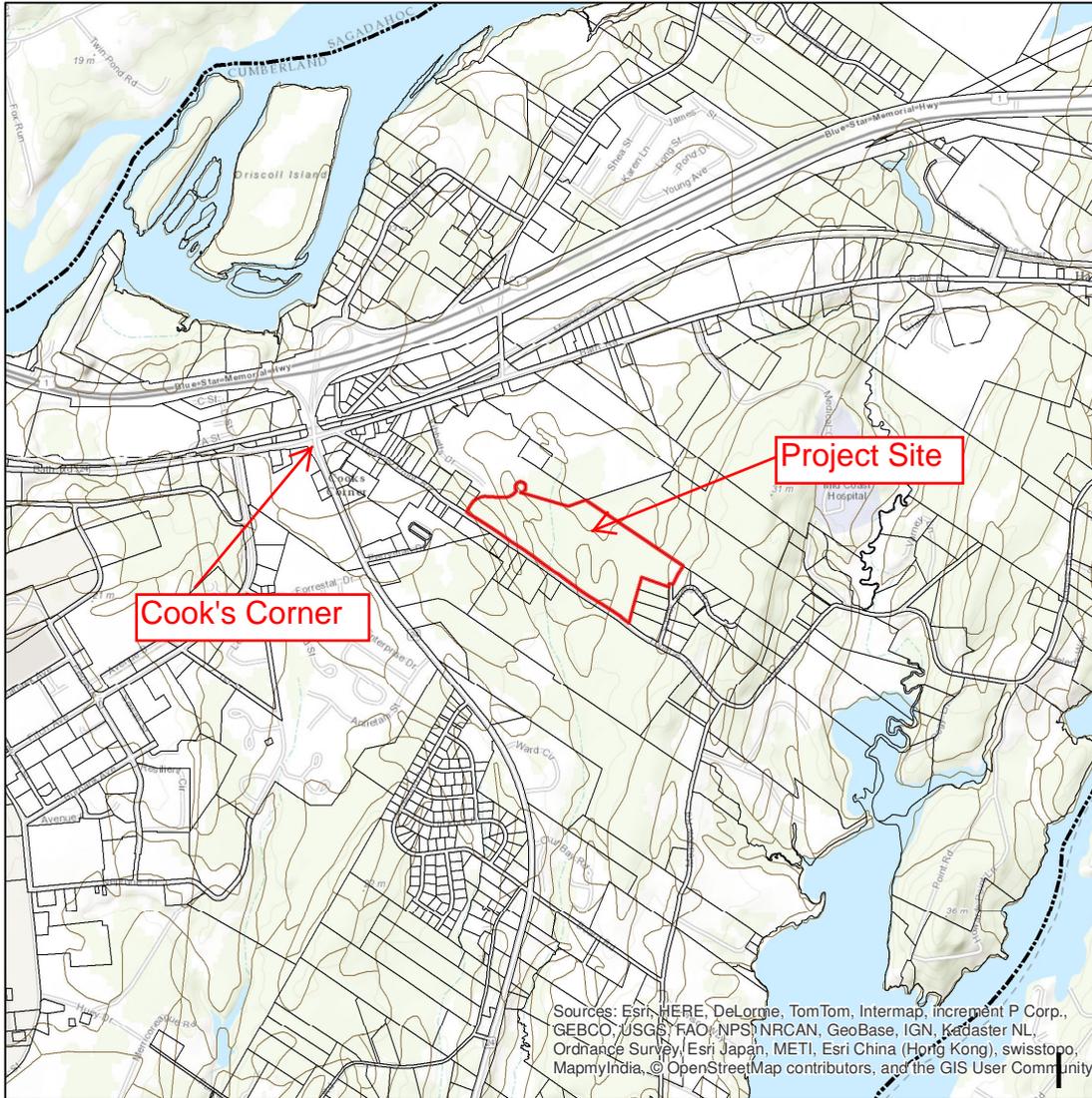
Sincerely,



Paul A. Sharon
Project Manager

Brunswick Maine

Location Map



Legend

- Selected Parcels
- Parcels
- Town Boundary
- Soils

0 900 1,800 3,600
Feet

This map was generated by the Town of Brunswick's online GIS. This information has been compiled from various public and private sources. While every attempt has been made to provide accurate information, neither the municipality nor the service host guarantee the accuracy of information provided herein.

Map generated on: 2/29/2016

Map Lot	Street Number	Street Name	Owner	Owner Address 1	Owner Address 2	Owner City	Owner State	Owner Zip
45-17	250	BATH RD	LHC BRUNSWICK ME LLC	1000 LOWES BLVD		MOORESVILLE	NC	28115
42-12	80	THOMAS PT RD	GREATER (THE) BRUNSWICK HOUSING CORP	PO BOX A		BRUNSWICK	ME	04011
42-167	7	SANDY RIDGE RD	SEMLE, ERIC B & INGRID M	7 SANDY RIDGE RD		BRUNSWICK	ME	04011
42-164	1	EVERGREEN DR	HELBOLT, DUANE R & MARJORIE B, JT	1 EVERGREEN DR		BRUNSWICK	ME	04011
45-52		BATH RD	MID COAST HEALTH SERVICES INC	123 MEDICAL CENTER DR	SUITE 2200	BRUNSWICK	ME	04011
42-20	14	MEADOW RD	CROOKER, FRANKLIN T & THEODORE D, T/C	11 HARPSWELL ISLANDS RD		HARPSWELL	ME	04079
42-168	11	SANDY RIDGE RD	SASSO, PAUL	11 SANDY RIDGE RD		BRUNSWICK	ME	04011
42-170	8	SANDY RIDGE RD	BOYLE, BRIAN F & LISA J, JT	8 SANDY RIDGE RD		BRUNSWICK	ME	04011
42-17C	128	THOMAS PT RD	MOODY, ANN D	128 THOMAS PT RD		BRUNSWICK	ME	04011
42-36	118	THOMAS PT RD	STINSON, DOREEN	1687 ROXBURY ROAD		ROXBURY	ME	04275
CC2-20	15	TIBBETTS DR	WALMART REAL ESTATE BUSINESS TRUST	PO BOX 8050		BENTONVILLE	AR	72712
42-16		THOMAS PT RD	SANDY RIDGE CORPORATION	111 ROCKWEEED RD		W BATH	ME	04530
42-182	104	THOMAS PT RD	STINSON, ALTON JR	7 JOHN SMALL RD		BOWDOIN	ME	04287
42-163	5	SANDY RIDGE RD	WEISS, MICHAEL R & KATHERINE M, JT	5 SANDY RIDGE RD		BRUNSWICK	ME	04011
42-162	3	SANDY RIDGE RD	SWAIN, DWIGHT R & ELEANOR L, JT	3 SANDY RIDGE RD		BRUNSWICK	ME	04011
42-181	0	THOMAS PT RD	STINSON, JOHN	48 MILITARY LANE		LITCHFIELD	ME	04350
42-161	183	THOMAS PT RD	PRINCE, JASON S & HALLIE E, JT	183 THOMAS PT RD		BRUNSWICK	ME	04011
42-8	0	THOMAS PT RD	KELLEY & KELLEY COMMERCIAL	2 MAIN ST, SUITE 202		TOPSHAM	ME	04086
42-11	0	THOMAS PT RD	KELLEY & KELLEY COMMERCIAL	2 MAIN ST, SUITE 202		TOPSHAM	ME	04086
42-10	68	THOMAS PT RD	HART, ROGER W & DIAN I, JT	68 THOMAS PT RD		BRUNSWICK	ME	04011
42-14	94	THOMAS PT RD	LIBBY, SHERRI	94 THOMAS PT RD		BRUNSWICK	ME	04011

MAINE
LIMITED LIABILITY COMPANY

STATE OF MAINE

CERTIFICATE OF FORMATION

Filing Fee \$175.00

File No. 20163425DC Pages 2
Fee Paid \$ 175
DCN 2160532230004 DLLC
-----FILED-----
02/22/2016


Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation:

FIRST: The name of the limited liability company is:

Ecopath Developers LLC

(A limited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "L.L.C.," "LLC," "L.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "l3c" – see 31 MRSA 1508.)

SECOND: Filing Date: (select one)

- Date of this filing; or
 Later effective date (specified here): _____

THIRD: Designation as a low profit LLC (Check only if applicable):

- This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here:
- A. The company intends to qualify as a low-profit limited liability company;
 - B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further;
 - C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and
 - D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor.

FOURTH: Designation as a professional LLC (Check only if applicable):

- This is a professional limited liability company* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

(Type of professional services)

FIFTH: The Registered Agent is a: (select **either** a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number: _____

(Name of commercial registered agent)

Noncommercial Registered Agent

Paul A. Sharon

(Name of noncommercial registered agent)

17 Arrowhead Drive Brunswick, ME 04011

(physical location, not P.O. Box – street, city, state and zip code)

(mailing address if different from above)

SIXTH: Pursuant to 5 MRSA §105.2, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

SEVENTH: Other matters the members determine to include are set forth in the attached Exhibit _____, and made a part hereof.

****Authorized person(s)**

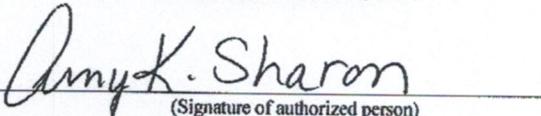
Dated 02/19/2016



(Signature of authorized person)

Paul A. Sharon

(Type or print name of authorized person)



(Signature of authorized person)

Amy K. Sharon

(Type or print name of authorized person)

*Examples of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7)

Pursuant to 31 MRSA §1676.1.A, Certificate of Formation **MUST be signed by at least one authorized person.

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

Secretary of State

Division of Corporations, UCC and Commissions

101 State House Station

Augusta, ME 04333-0101

Telephone Inquiries: (207) 624-7752

Email Inquiries: CEC.Corporations@Maine.gov

PURCHASE AND SALE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the Sandy Ridge Corporation, a corporation organized and existing under the laws of the State of Maine, with a principal place of business in Brunswick, in the County of Cumberland, and State of Maine, hereinafter the Seller, in consideration of [REDACTED] paid by Paul A. Sharon, of Brunswick, in the County of Cumberland, and State of Maine, hereinafter called the Buyer, the receipt whereof it does hereby acknowledge, does agree to bargain, sell and convey unto the said Paul A. Sharon, his heirs and assigns forever, the following:

Certain land being a portion of Phase III of the Sandy Ridge Development, located on the Thomas Point Road, in the Town of Brunswick, County of Cumberland, and State of Maine, and being Lots 21 through 30, 33 and 34, together with land between Lots 21 and 25, adjacent to Phase I, of the Sandy Ridge Development, and to include the property described as Evergreen Drive adjacent to the referenced Lots, all as being a portion of those premises designated as Lot 16, on Town of Brunswick Tax Map 42, and being described as a portion of property in deed recorded in the Cumberland County Registry of Deeds in Book 9881, Page 4 (See attached Map).

As further consideration for the within agreement it is hereby agreed by and between the parties as follows, to wit:

1. **Term - Termination.** The sale of the within premises shall be consummated by delivery of a Warranty Deed from the Seller to the Buyer and payment of the purchase price as specified hereunder on or before Ninety (90) from the date of receipt by the Buyer of all necessary development approvals. Notwithstanding the foregoing, or any other terms and provisions of this Agreement, the Buyer reserves the right to terminate this Agreement at any time prior to closing and upon such termination will receive full refund of all deposit(s).
2. **Purchase Price.** It is agreed that the Buyer will pay and the Seller will accept the total sum of [REDACTED] as the full purchase price for the purchase of the above described premises. The total purchase price is payable as follows:
 - A. Buyer shall receive credit at the time of the closing for the [REDACTED] deposit paid with the execution of this Agreement, to be held in Buyer's Attorney's Trust Account.
 - B. Buyer will pay and the Seller will accept an additional deposit of [REDACTED] after all of the necessary approvals for development, in the form of a certified check, bank check or wire transfer, to be held in Buyer's Attorney's Trust Account. Buyer will receive credit at the time of closing for this additional deposit amount.
 - C. The balance of [REDACTED] shall be financed by the Seller in accordance with the following terms: There will be a Promissory Note from the Buyer to the Seller in the amount of [REDACTED]. In terms of payment, upon the sale of each lot, [REDACTED] of the net purchase price will be

paid to amortize the Note. If the sale is of a developed lot, then Fifty Percent (50%) of the net profit of the sale of the developed lot will be paid. The percentage to be paid upon sale may be reallocated by the parties by mutual consent.

3. Status of Title. The Seller agrees to provide the Buyer with good and marketable title to the above-described premises free and clear of all liens and encumbrances of every kind, nature and description; the Seller further agrees that the payment of any mortgage or lien on the above described premises may be made from funds provided for the purchase of said premises.
4. Extension to Perfect Title. If Seller shall be unable to give good, clear marketable and insurable title in accordance with Paragraph 3 of this Agreement, or to make conveyance or to deliver possession of the property, or if at the time of the delivery of the Deed, the property does not conform with the provisions hereof, then the Seller shall use reasonable efforts to remove any defects in title or to deliver possession as provided herein or to make the property conform to the provisions hereof, as the case may be. Time for performance hereunder shall be extended for a period of Ninety (90) days, which said time may be extended by mutual agreement of these parties if necessary, in order to cure any nonconforming condition or defect. Nothing herein shall preclude the Buyer from electing at either the original term or within any extended time for performance, from accepting such title as the Seller can deliver the property in its then condition.
5. Casualty Loss or Taking. If there is a loss or total taking due to a property condemnation on eminent domain proceeding, or if the property shall have been damaged by fire or other casualty, then the Buyer shall have the right, at the Buyer's election, to terminate this Agreement by written notice to the Seller in which event the deposit, together with all interest thereon, shall be refunded to the Buyer and all further rights and obligations of the parties under this Agreement shall terminate. If the Buyer does not elect to terminate this Agreement due to a casualty loss or taking, or if the damage can be repaired or restored in an amount not equal to the damage amount, the Buyer shall have the option of closing with full payment of the purchase price with the Seller's assigning to the Buyer insurance proceeds or eminent domain or condemnation awards as the case may be.
6. Hazardous Waste. The Seller hereby represents and warrants to the Buyer the absence of any hazardous substance as that term is defined under applicable State and Federal Law and that the property is free from any such substances.
7. Brokers Fees. No broker has been involved in this transaction and, therefore, no broker's fees are due, payable or owing.
8. Taxes. It is hereby agreed that taxes for the current tax year shall be prorated on the basis of the Town of Brunswick's fiscal year, with the Seller being responsible for taxes from July 1st of the fiscal year at the time of closing, to the date of closing, and the Buyer being responsible for the taxes from the date of closing to June 30th of that fiscal year.
9. Possession and Condition of the Premises. Possession of the premises shall be turned over to the Buyer at the time of closing. The property shall be then in the same condition as it is now, reasonable wear and tear excepted. The Buyer shall be entitled to inspection of the property prior to the delivery of the Deed in order to determine whether the condition thereof

complies with the terms of this Paragraph.

10. Access to the Premises. Subsequent or prior to the date of closing, the Buyer shall have access to the premises at reasonable and appropriate times, and specifically to engage in, and conduct, such testing, and to access the site with testing equipment, as may be required for development purposes.

11. Contingencies. This sale shall be subject to the following contingencies:

A. This Agreement is contingent upon the receipt of the necessary approvals from the Town of Brunswick Planning Board and/or other regulatory entity, as may be necessary for development.

12. Liquidated Damages. If the Buyer fails to perform any of the terms, covenants or conditions contained hereby, then the amount of the deposit shall constitute liquidated damages, and shall be retained by the Seller as damages for breach of this Agreement by the Buyer. This relief is in addition to any other relief that the Seller may have at law or in equity. The parties recognize that it is difficult to estimate the loss suffered by Seller, so the liquidated damages amount is established as a good faith effort to predict that loss.

13. Survivorship. It is understood by and between the parties hereto that the provisions of this Agreement shall survive the consummation of this transaction to the extent necessary to insure compliance therewith.

14. Notices. Notices to the Seller, if required hereunder, are to be given by regular mail addressed to the Seller, Sandy Ridge Corporation, c/o Robert F. Pellegrini, President, 1200 Tarpon Center Drive #208, Venice, FL, 34285. Notices to the Buyer are to be given by regular mail addressed to the Buyer, Paul A. Sharon, at 17 Arrowhead Drive, Brunswick, ME, 04011.

15. Binding Effect. This Agreement is intended to be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

16. Ownership. Buyer reserves the right at his option to have the transfer of the property at the time of the closing run to a corporation or other business entity as he may determine.

17. General Provisions.

- a. This agreement constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings between them, and shall not be altered or amended except by a written agreement signed by the Seller and the Buyer.
- b. This agreement may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original; but such counterparts shall constitute but one and the same agreement.
- c. If any provision of this agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.

- d. This agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.
- e. A signed facsimile/scanned copy may be treated as an original.
- f. The date of this agreement is defined as the date upon which the last party executes same.

IN WITNESS WHEREOF, Sandy Ridge Corporation, Seller, by Robert Pellegrini, its President, and Paul A. Sharon, Buyer, have hereunto set our hands and seals this 1st day of August 2015.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

Handwritten: 8-1-2015
Handwritten initials: RB

SANDY RIDGE CORPORATION

Handwritten signature: Robert C. Pellegrini 8-1-20

By: Robert Pellegrini
Its: President
EIN: 01-04-65642

Handwritten signature: Paul A. Sharon

Paul A. Sharon, Buyer
SS# 034-52-5216

Handwritten: T Bennett 8-1-15
Handwritten: Thomas J Bennett

AMENDMENT TO PURCHASE AND SALE AGREEMENT

WHEREAS, the Sandy Ridge Corporation, a corporation organized and existing under the laws of the State of Maine, with a principal place of business in Brunswick, in the County of Cumberland, and State of Maine, as Seller, in consideration of [REDACTED] paid by Paul A. Sharon, of Brunswick, in the County of Cumberland, and State of Maine, as Buyer, entered into a Purchase and Sale Agreement, dated August 1, 2015; and

WHEREAS, the purchase and sale involved property that is a portion of Phase III of the Sandy Ridge Development, as is more particularly described in the original referenced Purchase and Sale Agreement; and

WHEREAS, the parties agree to amend certain provisions and reaffirm the remaining provisions of the Purchase and Sale Agreement.

NOW, THEREFORE, BE IT AGREED by and between the Seller and the Buyer as follows:

1. Paragraph 1 of the original Purchase and Sale Agreement entitled "Term - Termination" is amended to read as follows:

1. Term - Termination. The sale of the within premises shall be consummated by delivery of a Warranty Deed from the Seller to the Buyer and payment of the purchase price as specified hereunder on or before Ninety (90) days from the date of execution of this Amendment. Notwithstanding the foregoing, or any other terms and provisions of this Agreement, the Buyer reserves the right to terminate this Agreement at any time prior to closing. The parties understand that there may need to be extensions of the closing date in order that the permitting process regarding development of the premises be undertaken and completed. Such extensions shall be freely given as long as the Buyer is proceeding with development permitting with due diligence and in a good faith manner. The first extension shall be for an additional Ninety (90) days and shall be subject to the provisions of Paragraph 2(A) below. Should the permitting process not be completed at the end of the first 90-day extension, then the Buyer will provide documentation to the Seller that the permitting process is still in process and a reasonable estimate of the additional time necessary to complete the process. The parties shall then negotiate an additional extension as necessary to complete the approval process. Approval of such additional extension shall be granted by the Sellers.

3. Paragraph 2 entitled "Purchase Price" is amended to read as follows:

2. Purchase Price. It is agreed that the Buyer will pay and the Seller will accept the total sum of [REDACTED] as the full purchase price for the purchase of the above described premises. The total purchase price is payable as follows:

A. There shall be an initial deposit of Five [REDACTED] at the time of execution of this Agreement to be paid to Seller. There shall be a second deposit of [REDACTED] for the first 90-day extension. The deposit(s) are non-refundable.

B. Buyer shall pay to the Seller at the time of the closing [REDACTED] less the deposit funds received by Seller under Paragraph 2(A) above.

C. The balance of [REDACTED] shall be financed by the Seller in accordance with the following terms and conditions: There will be a Promissory Note and Purchase Money First Mortgage on the described premises in the amount of [REDACTED] said sum shall be amortized at a rate of [REDACTED] and a monthly payment of [REDACTED]. The Note shall provide for a balloon payment of all outstanding principal and interest due Two (2) years from the date of the first payment. The Promissory Note will provide for prepayment in whole or in part by the Buyer without penalty.

D. At the option of the Buyer, any individual lot may be removed from the operation of the Mortgage securing the Promissory Note described in Section C above, upon the payment [REDACTED] said amount to be credited against the balance of the Promissory Note.

3. The Partners of Sandy Ridge Partnership, predecessors in title to this Seller, shall execute and record in the Cumberland County Registry of Deeds a Confirmatory Assignment of Declarant Rights transferring any and all rights owned or reserved by Sandy Ridge Partnership as Declarant in the Sandy Ridge, Thomas Point Road, Brunswick, Maine, Phases II and III, Declaration of Easement Rights, Protective Covenants, Restrictions and Reservations dated January 1, 1988 and duly recorded in the Cumberland County Registry of Deeds in Book 8895, Page 231 as amended. The Seller shall further execute an Amendment to Declaration of Easement Rights, Protective Covenants, Restrictions and Reservations, specifically amending Paragraph 1 entitled "Use of Parcel" and Paragraph 2 entitled "Subdivision", to allow the independent development of the premises which are the subject matter of the original Purchase and Sale Agreement and this Amendment to that Agreement.

4. Add a new paragraph to the original Purchase and Sale Agreement as follows:

Authority of Seller. Seller is a corporation organized and existing under the laws of the State of Maine, and requires that the party or parties executing this Agreement on behalf of the Seller do so in a representative capacity. Each individual executing this Amendment on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Amendment on behalf of said corporation in accordance with the By-Laws or other operating documents of the corporation and that this Amendment and the remaining unaltered provisions of the Purchase and Sale Agreement of August 1, 2015 be binding upon said corporation.

5. All other terms and conditions of the original Purchase and Sale Agreement between these parties, dated August 1, 2015, are hereby ratified and deemed to be in full force and effect and fully enforceable.

IN WITNESS WHEREOF, Sandy Ridge Corporation, Seller, by Robert Pellegrini, its President, and by Timothy J. Vigue, its Treasurer, and Paul A. Sharon, Buyer, have hereunto set our hands and seals this 28th day of October, 2015.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

[Signature]
to both

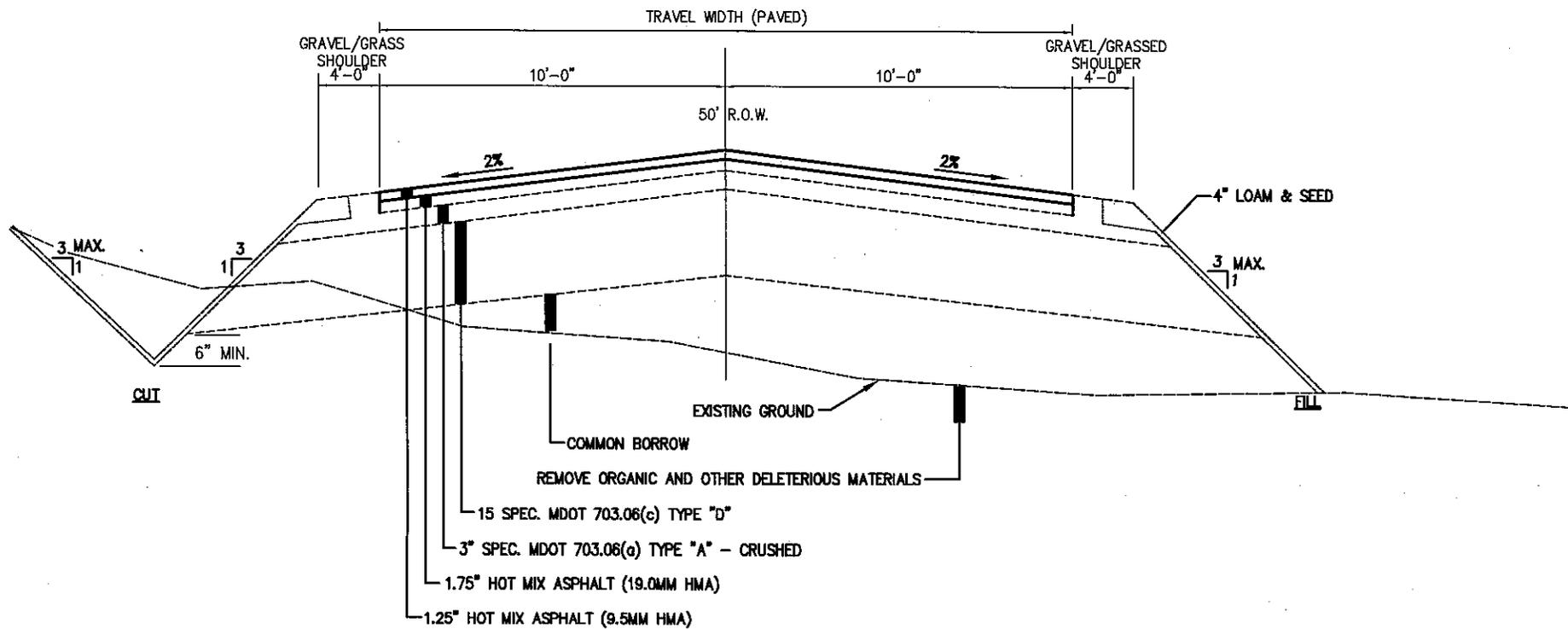
[Signature]

SANDY RIDGE CORPORATION

[Signature]
By: Robert Pellegrini
Its: President

[Signature]
By: Timothy J. Vigue
Its: Treasurer

[Signature]
Paul A. Sharon, Buyer



TYPICAL MINOR ROAD SECTION

SCALE: N.T.S.



Wetlands Investigation and Mapping Report Thomas Point and Sandy Ridge Roads Brunswick, Maine

Date: November 30, 2015

To: Paul Sharon
PAS Construction, LLC
17 Arrowhead Drive
Brunswick, ME 04011

Project Summary:

Wetlands were found and delineated on the property. There are several types of wetlands on the property, with varying characteristics and regulatory implications. All wetland filling and/or disturbances are regulated by the *Natural Resource Protection Act* (the N.R.P.A.).

Generally, it is possible to obtain a permit, or several permits, from the Maine D.E.P. to fill and/or disturb 14,999 square feet of wetlands on the property.

Some wetlands may be *Wetlands of Special Significance*, according to the definitions in the N.R.P.A. These wetlands require no-disturbance buffers as well as regulated direct filling and/or disturbances. Other wetlands on the property are not *Wetlands of Special Significance* and require no buffers of no-disturbance, but do require a permit for filling and disturbance greater than 4,300 square feet.

There is one wetland area that is potential vernal pool habitat, which may require additional no-disturbance buffers. However, no definitive confirmation of these habitats can be made until the months of April and May.

Dates of Investigation: October and November, 2015

Location of the Investigation:

The property investigated is located on the northerly side of Thomas Point Road and the westerly side of Sandy Ridge Road, Brunswick. The parcel is wooded.

Purposes of the Investigation:

The purposes of the wetland investigation are to identify and describe wetlands on the property according to definitions in the *Natural Resources Protection Act (N.R.P.A.)* to determine if specific alteration and filling permits are required and if there are any setbacks required under the *N.R.P.A.*, and to determine the Maine D.E.P. jurisdictional status of any streams in the wetlands and to search for potential vernal pools.

Methods of the Investigation:

A literature search and on-site investigations were made. The investigations were performed following the guidelines described in the 1987 Corps of Engineers Delineation Manual and the 2009 Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region. This procedure uses a multiple parameter approach that requires the presence of three primary components for an area to be identified as a wetland: 1) hydric soils; 2) predominance of hydrophytic vegetation; and 3) wetland hydrology.

Plans of the property by Kimball Chase associated with the development of lots on Sandy Ridge Road were used in the field during the investigation. These plans included survey, topographic and soil mapping information.

Wetland/upland boundary lines were flagged at inflection points, which were located by a Trimble Geo XH GPS device. The data was processed for accuracy and sent to Tom Saucier, PE, in AutoCAD format.

Results of the Wetlands Investigation:

The property is located on a nearly level plain, westerly of a northeast trending ridge (see Figure 1). Drainage is southerly to Woodward Cove via several mapped and unmapped drainages.

The site is depicted as an association of Windsor loamy sand, Walpole fine sandy loam and Scarborough sandy loam on the *National Cooperative Soil Survey* (see attached photomap and description). These are medium to fine textured soils, derived from medium to fine textured glacio-marine sediments. Scarborough sandy loam is a hydric soil and is often the site of extensive wetlands. Wetlands can also be found in Walpole fine sandy loam.

There are Palustrine forested wetlands depicted on the property on the *National Wetlands Inventory* (see attached photomap). The mapped wetlands on the property are less extensive than what is depicted on the *Inventory*.

For discussion and classification purposes, the wetlands were numbered. Wetland Area 1 is associated with the intermittent drainage, marked as a dashed line on the topographic map (see Figure 1.). It is a forested wetland, which becomes a scrub-shrub wetland near Thomas Point Road. It appears the culvert beneath Thomas Point Road is set high enough to dam the drainage at this point.

There is no defined stream channel in this feature, although standing water occurs seasonally and after precipitation events. As such, there is a “flow” through the wetland body. This wetland should be inspected in the spring of the year to search for and count any amphibian egg masses. The pooling areas of water may be vernal pool habitat, which would affect the classification of the wetland.

The wetland could be a *Wetland of Special Significance* if the habitat meets the criteria for *Significant Vernal Pool Habitat*, which would have setback and development implications. If there is no *Significant Vernal Pool Habitat*, the wetland would have no mandated buffers of no-disturbance, because the drainage does not meet the criteria for a “jurisdictional stream”, according to the *N.R.P.A.*

There is a local Natural Resource Protection Zone associated with this wetland on the Brunswick Zoning Map. The Zone boundary does not exactly coincide with the delineated wetland.

Wetland Areas 2 & 3 are forested wetlands. These are not *Wetlands of Special Significance*, and it is possible to obtain a permit to disturb these wetlands. Wetland Area 2 could be completely filled. Wetland Area 3 could be crossed or have portions filled, if necessary, with a permit. There are no potential vernal pool habitats in these wetlands.

Wetland Areas 4 and 5 are hydraulically connected by a culvert beneath an old trail and should be considered part of the same drainage system. There is flowing water in a channel flowing through Wetland Area 5. This is depicted on the Kimball Chase maps. It appears this is a man-made drainage feature, constructed at some unknown time. The channel does not appear on either the USGS topographic map or the maps of the Town of Brunswick. As such it is not a “jurisdictional stream”, and the associated wetlands are not *Wetlands of Special Significance*. There are no potential vernal pool habitats in these wetlands.



Mark Cenci
Maine Certified Geologist #467

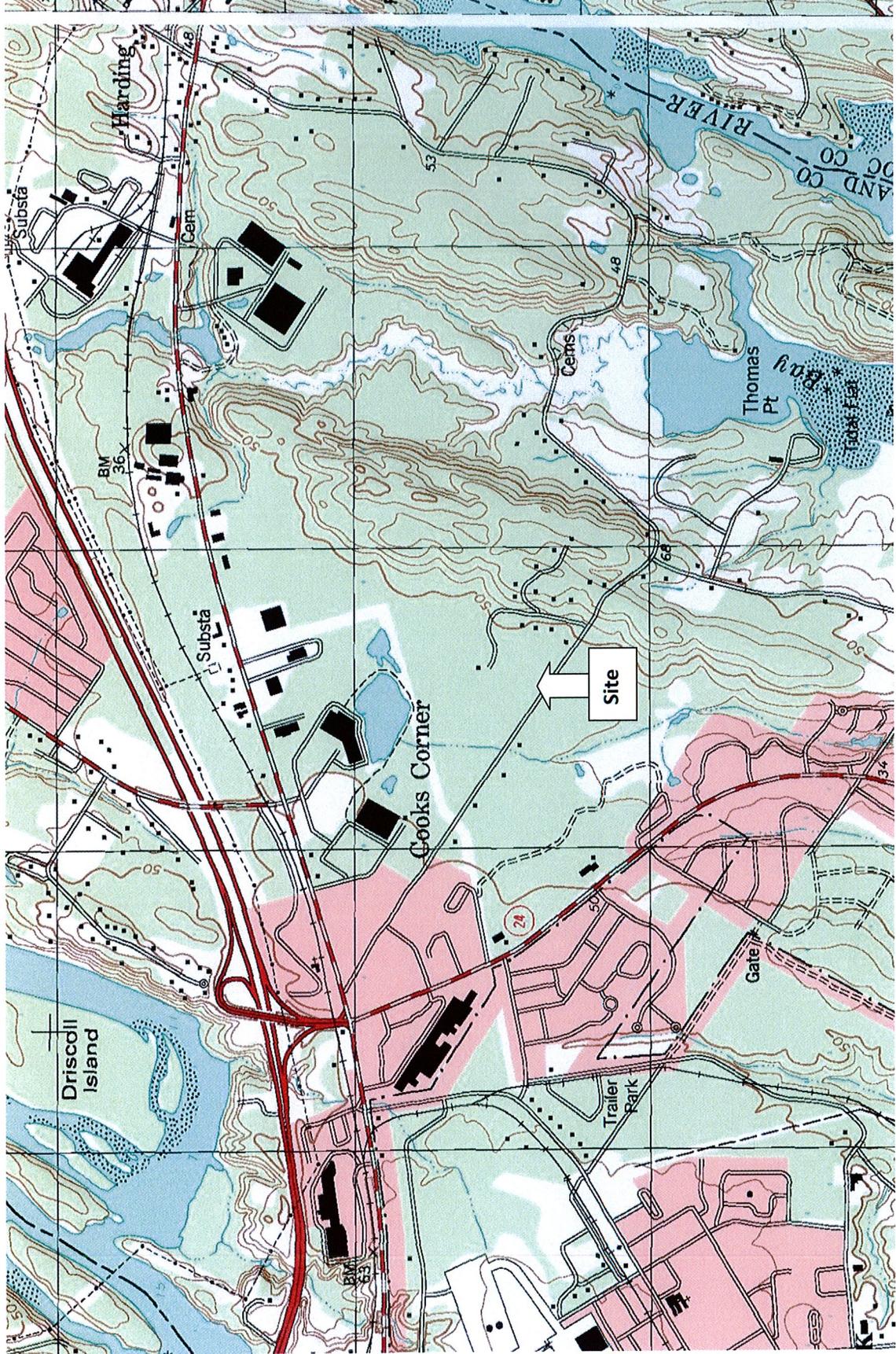
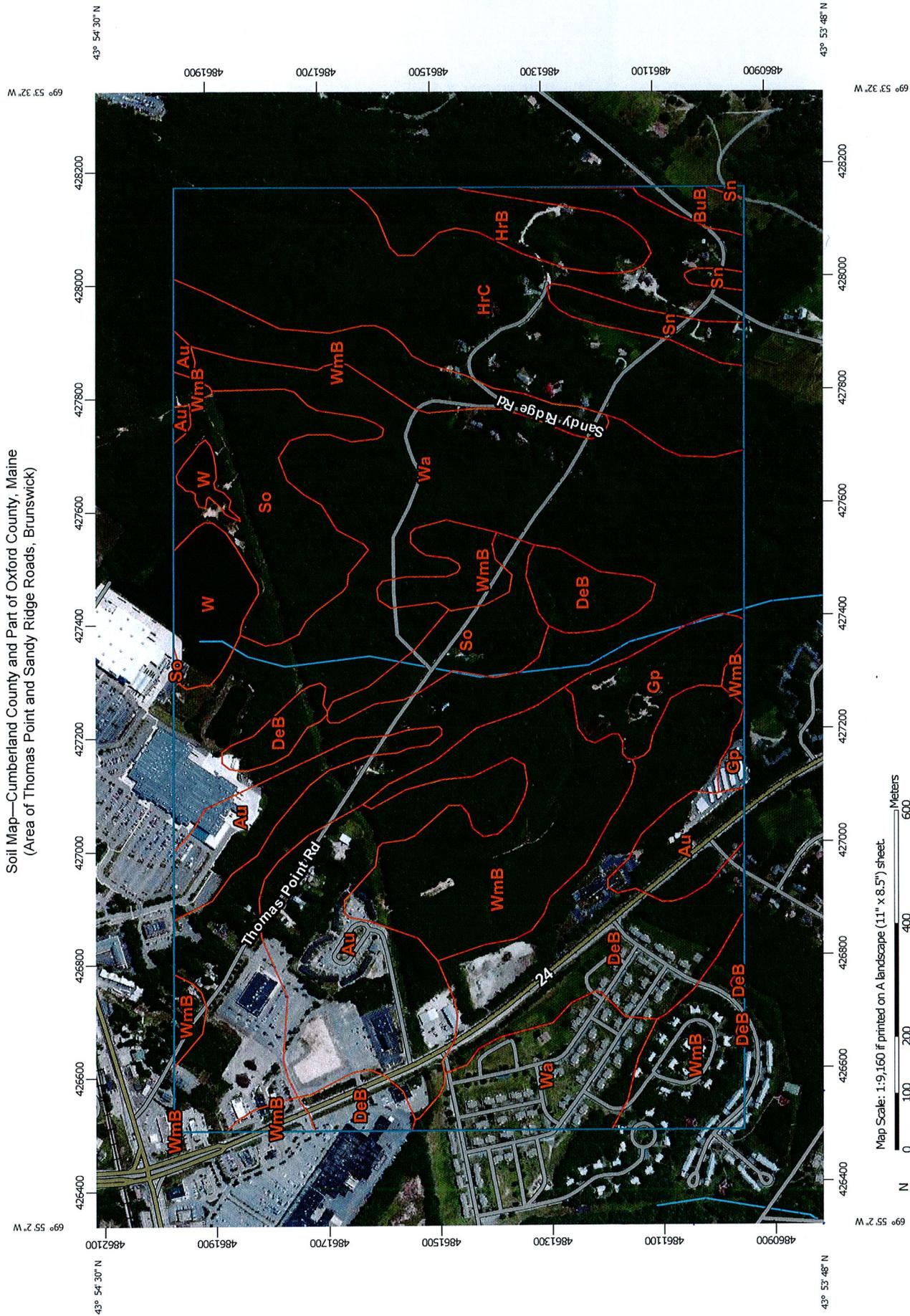


Figure 1.

Topographic Locus Map of the Area of Thomas Point Road and Sandy Ridge Road, Brunswick

Soil Map—Cumberland County and Part of Oxford County, Maine
 (Area of Thomas Point and Sandy Ridge Roads, Brunswick)



Map Scale: 1:9,160 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)	 Spoil Area
 Soils	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
 Special Point Features	 Special Line Features
 Blowout	 Streams and Canals
 Borrow Pit	 Transportation
 Clay Spot	 Rails
 Closed Depression	 Interstate Highways
 Gravel Pit	 US Routes
 Gravelly Spot	 Major Roads
 Landfill	 Local Roads
 Lava Flow	 Background
 Marsh or swamp	 Aerial Photography
 Mine or Quarry	
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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: <http://websoilsurvey.nrcs.usda.gov>
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: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 11, Sep 17, 2015

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

Date(s) aerial images were photographed: Jul 17, 2010—Jul 27, 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

Cumberland County and Part of Oxford County, Maine (ME005)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Au	Au Gres loamy sand	35.0	8.3%
BuB	Buxton silt loam, 3 to 8 percent slopes	2.3	0.5%
DeB	Deerfield loamy sand, 3 to 8 percent slopes	28.0	6.6%
Gp	Gravel pits	9.4	2.2%
HrB	Hollis fine sandy loam, 3 to 8 percent slopes	26.2	6.2%
HrC	Hollis fine sandy loam, 8 to 15 percent slopes	82.8	19.6%
Sn	Scantic silt loam, 0 to 3 percent slopes	16.5	3.9%
So	Scarboro sandy loam	33.4	7.9%
Tm	Tidal marsh	9.2	2.2%
W	Water	10.1	2.4%
Wa	Walpole fine sandy loam	95.1	22.5%
WmB	Windsor loamy sand, 0 to 8 percent slopes	64.3	15.2%
WmC	Windsor loamy sand, 8 to 15 percent slopes	0.4	0.1%
WmD	Windsor loamy sand, 15 to 35 percent slopes	10.7	2.5%
Totals for Area of Interest		423.3	100.0%

Pine Tree Engineering, Inc.

53 Front Street
Bath, Maine 04530
(207) 443-1508
Fax: (207) 442-7029
E-mail: pte@pte-maine.com

June 13, 2016

Ms. Anna Breinich, Director
Planning and Development
Municipal Building
85 Union Street
Brunswick, Maine 04011

**Subject: Major Development Review Sketch Plan Application
Mid Coast Hospital Parking Expansion
Brunswick, Maine**

#95041.17

Dear Anna:

We are pleased to submit nine (9) copies of the Major Development Review Sketch Plan Application for expanded parking on the Mid Coast Hospital campus. Mid Coast Hospital is proposing to increase their available parking by 115 spaces to meet their customer needs. This proposal is not part of a phased plan to construct new buildings.

Please contact me if you have any questions or comments concerning the application.

Sincerely,

PINE TREE ENGINEERING, INC.



Robert L. Prue, P.E.
Project Manager

RLP/szd
Enclosures

c: Michael Pinkham, CHFM, Mid Coast Health Services

**MAJOR DEVELOPMENT REVIEW
SKETCH PLAN APPLICATION**

1. Project Name: Mid Coast Hospital Parking Expansion
2. Project Applicant
Name: Mid Coast Health Services
Address: 123 Medical Center Drive
Brunswick, ME 04011
Phone Number: (207) 373-6701
3. Authorized Representative
Name: Michael Pinkham
Address: 123 Medical Center Drive
Brunswick, ME 04011
Phone Number: (207) 373-6701
3. List of Design Consultants. Indicate the registration number, address and phone number of any engineer, surveyor, architect, landscape architect or planner used:
1. Pine Tree Engineering, Inc., Robert L. Prue, P.E., Lic. 6092, 53 Front St., Bath, ME 04530
 2. _____
 3. _____
5. Physical location of property being affected: 81 and 123 Medical Center Drive, Brunswick ME
6. Lot Size: 113 acres
7. Zoning District: Medical Use Zone
8. Indicate the interest of the applicant in the property and abutting property. For example, is the applicant the owner of the property and abutting property? If not, who owns the property subject to this application?
Mid Coast Health Services is the owner of the subject property.
9. Assessor's Tax Map 45 Lot Number 32 of subject property.
10. Brief description of proposed use: Parking
11. Describe specific physical improvements to be done: Expansion of existing parking lots to include new paved areas, drainage systems, lighting, and landscaping.

Owner Signature: _____

Applicant Signature (if different): Michael S. Pinkham CHFM

Required Attachments (by Applicant):

- Sketch Plan Check List
- Sketch Plan Requirements for Open Space Developments (if applicable)
- Request for Waivers (if applicable)
- Required Copies of Sketch Plan

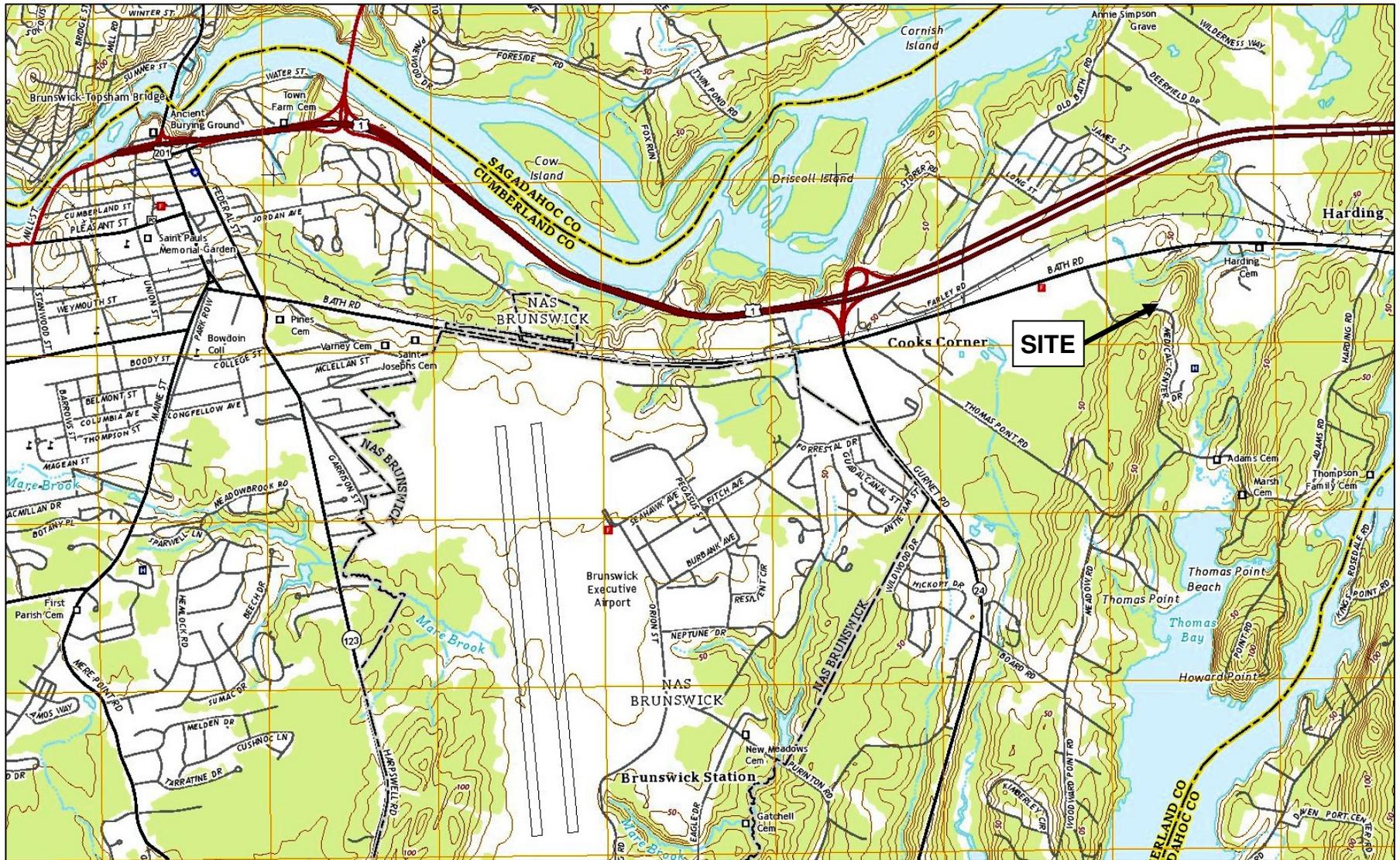
Required Attachment (by Planning and Development Department):

- Listing of all owners of property within 200-foot radius of property under review.

SKETCH PLAN REQUIREMENTS

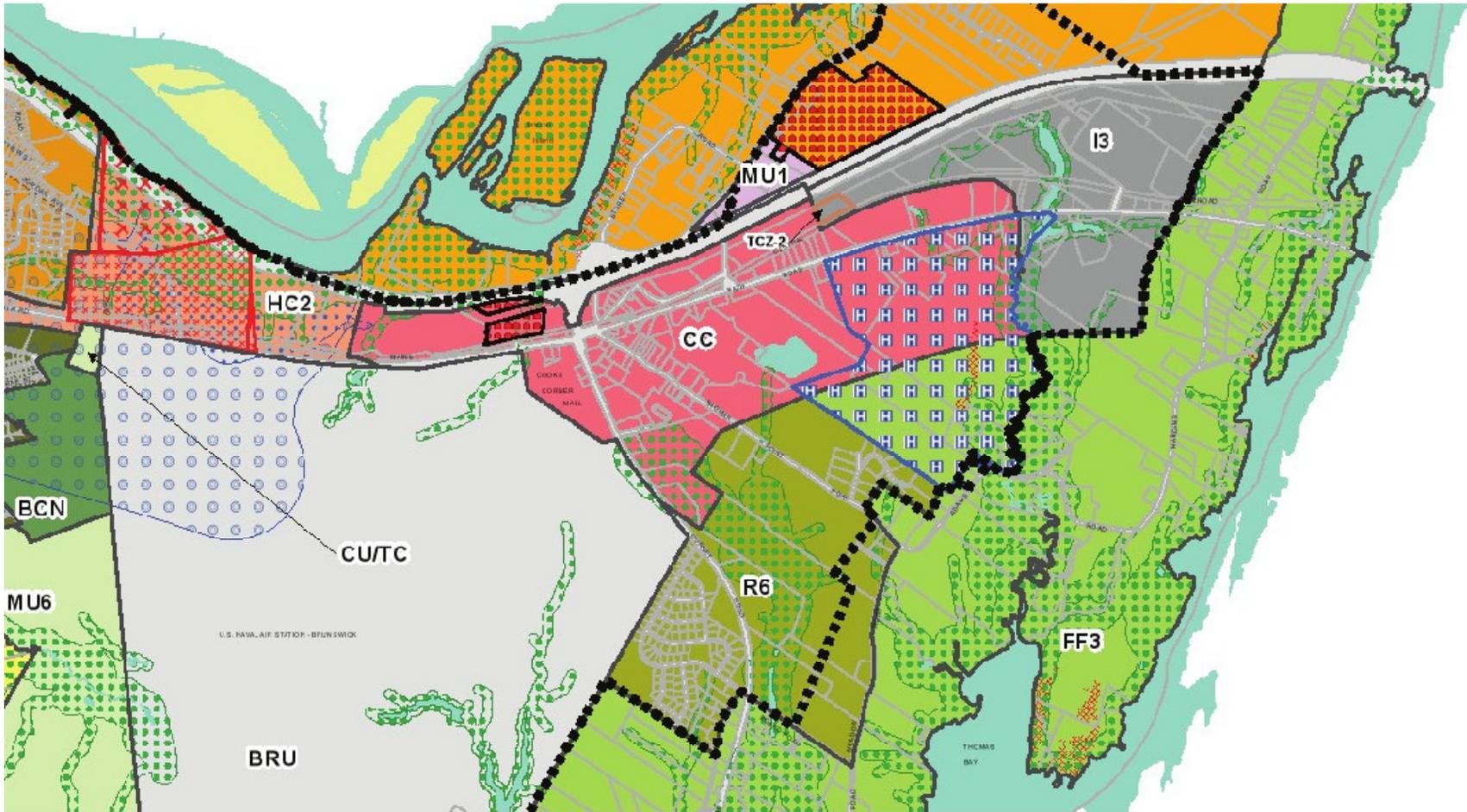
Key: "O"= omit; "S"=submit; "NA"=not applicable; "W" = waiver; "P"=pending

Item	O	S	NA	W	P	Comments
Indicate Variances Granted			X			
Indicate Special Permits			X			
Indicate Special Exceptions			X			
Date, north point, scale		X				
Land area, existing use of the property, location of proposed development, locations reserved for future development		X				
Tentative rights-of-way locations, lot lines, lot numbers, lot areas			X			
Estimated soil boundary locations from the Soil Conservation Service Medium Intensity Soil Survey noting areas of severe and very severe soil limitations		X				High Intensity Soils Map
Existing natural, topographical, and cultural features including areas of steep slopes, bedrock outcrops, ponds, streams, aquifers, and other water bodies, wetlands, groundwater recharge areas, slumps, flood hazard areas, trees, and other vegetation, excavation sites, stone walls, net site area, historic and archeological sites, structures, or districts, and any other pertinent features.		X				
Tentative locations of proposed structures, owners of existing structures, and neighboring land uses		X				
Special conservation and recreation areas			X			
Location map		X				
Zoning information, including the zoning district(s) in which the property is located and the location of any overlay zones depicted on the plan.		X				
Any conditions imposed by previous development on the site.			X			
Other information Planning Board/Staff Review Committee deems necessary to conduct an informed review.			X			
Letter of consent signed by property owner authorizing the development review application in cases where applicant is not the owner of the property.			X			
Application Fee		X				
For Open Space Developments, sketch plan design review requirements indicated in Section 308.1			X			
Open Space Development: Request for Bonus Density			X			



Pine Tree Engineering Civil/Environmental Engineering ♦ Surveying	53 Front Street Bath, Maine 04530 Tel: (207) 443-1508 Fax: (207) 442-7029	MID COAST HOSPITAL PARKING EXPANSION SITE LOCATION MAP		DATE JANUARY 18, 2016
	PLACE: 81 MEDICAL CENTER DRIVE TOWN: BRUNSWICK COUNTY: CUMBERLAND STATE: MAINE	APPLICATION BY: MID COAST HEALTH SERVICES 123 MEDICAL CENTER DRIVE BRUNSWICK, MAINE 04011		

Brunswick Zoning Map (eff. December 5, 2012) Mid Coast Hospital



KEY:

CC Commercial/Cook's Corner

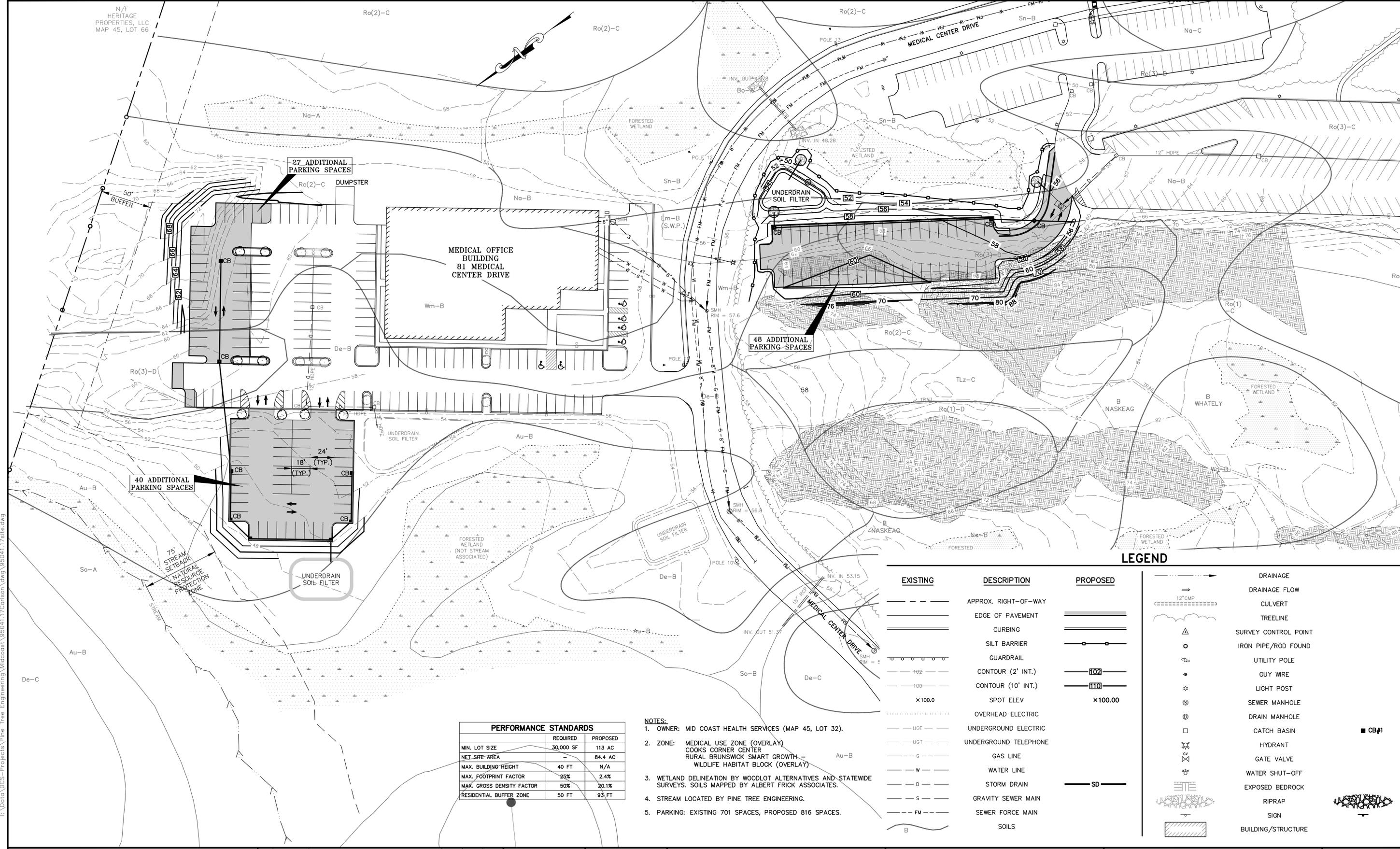
FF3 Farm Forest 3

H Medical Use Zone

ROAD
(Old U.S. Road)

SOIL LEGEND

ADAMS	Wm
BIDDEFORD	Bo
CHOCORUA	Ch
CROGAN	De
ELMWOOD	Em
FINCH	Sd
ROCK OUTCROP	Ro(1)
LYMAN-TUNBRIDGE ROCK OUTCROP COMPLEX	Ro(2)
LYMAN ROCK OUTCROP COMPLEX	Ro(3)
TUNBRIDGE-LYMAN COMPLEX	TLz
NASKEAG	Na
NAUMBURG	Au
SCANTIC	Sn
SEARSPORT	So
SEARSPORT NAUMBURG ASSOCIATION	So/Au
SWANTON	Sz
WHATELY	Wg



27 ADDITIONAL PARKING SPACES

48 ADDITIONAL PARKING SPACES

40 ADDITIONAL PARKING SPACES

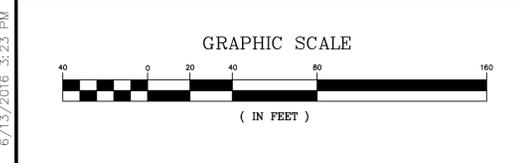
MEDICAL OFFICE BUILDING
81 MEDICAL CENTER DRIVE

PERFORMANCE STANDARDS		
	REQUIRED	PROPOSED
MIN. LOT SIZE	30,000 SF	113 AC
NET SITE AREA	-	84.4 AC
MAX. BUILDING HEIGHT	40 FT	N/A
MAX. FOOTPRINT FACTOR	25%	2.4%
MAX. GROSS DENSITY FACTOR	50%	20.1%
RESIDENTIAL BUFFER ZONE	50 FT	93 FT

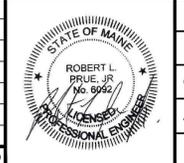
- NOTES:**
- OWNER: MID COAST HEALTH SERVICES (MAP 45, LOT 32).
 - ZONE: MEDICAL USE ZONE (OVERLAY)
COOKS CORNER CENTER
RURAL BRUNSWICK SMART GROWTH -
WILDLIFE HABITAT BLOCK (OVERLAY)
 - WETLAND DELINEATION BY WOODLOT ALTERNATIVES AND STATEWIDE SURVEYS. SOILS MAPPED BY ALBERT FRICK ASSOCIATES.
 - STREAM LOCATED BY PINE TREE ENGINEERING.
 - PARKING: EXISTING 701 SPACES, PROPOSED 816 SPACES.

EXISTING	DESCRIPTION	PROPOSED
---	APPROX. RIGHT-OF-WAY	---
---	EDGE OF PAVEMENT	---
---	CURBING	---
---	SILT BARRIER	---
---	GUARDRAIL	---
---	CONTOUR (2' INT.)	---
---	CONTOUR (10' INT.)	---
x100.0	SPOT ELEV	x100.00
---	OVERHEAD ELECTRIC	---
---	UNDERGROUND ELECTRIC	---
---	UNDERGROUND TELEPHONE	---
---	GAS LINE	---
---	WATER LINE	---
---	STORM DRAIN	SD
---	GRAVITY SEWER MAIN	---
---	SEWER FORCE MAIN	---
B	SOILS	---

LEGEND	
---	DRAINAGE
---	DRAINAGE FLOW
---	CULVERT
---	TREELINE
△	SURVEY CONTROL POINT
○	IRON PIPE/ROD FOUND
○	UTILITY POLE
○	GUY WIRE
☆	LIGHT POST
⊙	SEWER MANHOLE
⊙	DRAIN MANHOLE
□	CATCH BASIN
■	CB#1
---	HYDRANT
---	GATE VALVE
---	WATER SHUT-OFF
---	EXPOSED BEDROCK
---	RIPRAP
---	SIGN
---	BUILDING/STRUCTURE



REV	DATE	STATUS	BY	CHKD	APPD
1	6/13/2016	TOWN REVIEW COMMENTS	DB	RLP	RLP



DESIGNED BY: RLP
DRAWN BY: JCD
CHECKED BY: RLP
APPROVED BY: RLP
DATE: 5/20/2016

Pine Tree Engineering
53 Front Street
Bath, Maine 04530
Tel: (207) 443-1508
Fax: (207) 442-7029
Civil/Environmental Engineering • Surveying

CLIENT
MID COAST HEALTH SERVICES
123 MEDICAL CENTER DRIVE
BRUNSWICK, MAINE 04011

PROJECT
MID COAST HOSPITAL CAMPUS
TITLE
**PARKING EXPANSION
SKETCH PLAN**

SCALE 1" = 40'
PROJECT NO. 95041.17
DRAWING NO. 95041.17site1.dwg
SHT. 1 of 1 REV. 1

I:\Data\DCS-Projects\Pine_Tree_Engineering\Midcoast\95041.17\95041.17site.dwg 6/13/2016 3:23 PM

**MAJOR DEVELOPMENT REVIEW
SKETCH PLAN APPLICATION**

1. Project Name: SWEET DREAMS INC.

2. Project Applicant

Name: MARCUS HEADLEY

Address: 256 BATH RD.

Phone Number: BRUNSWICK MAINE 04011
207 721 0091

3. Authorized Representative

Name: CATHY HEADLEY DAVID + CATHERINE MITCHELL

Address: _____

Phone Number: SAME

3. List of Design Consultants. Indicate the registration number, address and phone number Of any engineer, surveyor, architect, landscape architect or planner used:

- 1. _____
- 2. _____
- 3. _____

5. Physical location of property being affected: 256 BATH RD.

6. Lot Size: 59 000 sq. ft. approx.

7. Zoning District: COOKS CORNER

8. Indicate the interest of the applicant in the property and abutting property. For example, is the applicant the owner of the property and abutting property? If not, who owns the property subject to this application?

OWNER OF PROPERTY

NOT THE OWNER OF ABUTTING

9. Assessor's Tax Map 45 Lot Number 55 of subject property.

10. Brief description of proposed use: Existing Retail store location wishes to expand use of the outdoor display on the lot

11. Describe specific physical improvements to be done: Use of mobile octagonal decks, some outdoor garden structures, possible tiny houses and or sheds

Owner Signature: Marcus Headley

Applicant Signature (if different): _____

Required Attachments (by Applicant):

- Sketch Plan Check List
- Sketch Plan Requirements for Open Space Developments (if applicable)
- Request for Waivers (if applicable)
- Required Copies of Sketch Plan

Required Attachment (by Planning and Development Department):

<p>1. Three (3) Weeks Prior to Scheduled Planning Board Meeting</p>	<p>a) Deadline for filing application to Planning Board for that meeting.</p> <p>b) Applicant must submit one substantially complete set of application materials to the Director of Planning and Development. Director of Planning and Development shall date stamp the application and shall review the application for completeness.</p>
<p>2. Two (2) Weeks Prior to Scheduled Planning Board Meeting</p>	<p>a) Director of Planning and Development issues a finding of preliminary completeness of application. Completeness indicates that all required application materials have either been submitted or a waiver has been requested. If the application is found to be incomplete, the applicant shall be notified in writing, and the application shall not be placed on the Planning Board's agenda. The applicant may resubmit the application when complete.</p> <p>b) If the Director of Planning and Development finds that the application is complete, indicating that all required application materials have either been submitted or a waiver has been requested, the applicant shall submit 18 copies of all plans and materials required for review, one copy of which shall be distributed by the Director of Planning and Development to the Curtis Memorial Library. For any plan that is greater in size than 11" x 17", the applicant may chose to submit five full sized copies and one copy reduced to 11" x 17" to the Planning Department.</p> <p>c) The Town shall submit notification to persons entitled to notification pursuant to Section 405.2B.</p>
<p>3. Between Two (2) Weeks and Five (5) Days Prior to Scheduled Planning Board Meeting</p>	<p>a) Application shall be brought before the Staff Review Committee for comments and recommendations to assist the Planning Board in its review.</p> <p>b) If the project is subject to a public hearing, the first of two hearing notices shall appear in a paper of general circulation within this time frame. The first notice shall appear in the newspaper no less than 7 days prior to the hearing.</p>
<p>4. Four (4) Days Prior to Scheduled Planning Board Meeting</p>	<p>a) The Director of Planning and Development shall issue preliminary findings which shall review the application based on Section 411, and shall issue a draft set of conditions of approval, if any. This material must be mailed, faxed or hand delivered to the Planning Board and the Applicant.</p>

Determination of Completeness of an Application

An application is considered to be complete when an application form and all plan requirements or waiver requests have been submitted to the Director of Planning & Development. Within five working days of receiving an application, the Director of planning and Development shall determine whether the application is complete. If an item is missing from the application and not waiver has been requested for it, the Director of Planning and Development shall notify the applicant in writing that the application is not complete and request the additional information. The applicant shall submit the additional information as soon as possible and the procedure shall be repeated until the application is complete. With the exception of a pre-application meeting, no item will be placed on the Planning Board's agenda until the application is complete. Complete means that all submission requirements or waiver requests have been submitted; any additional information requested from the Planning Board at a previous meeting has been provided and all conditions of any relevant prior approval for the property have been fulfilled, unless the application describes the manner in which unfilled applications will be addressed.

Time Frames for Major Project Review

The table on the following page outlines the time frames for major development review.

Review Criteria

The Planning Board may not approve a final plan unless it finds that all provisions of Section 411 have been satisfied. Section 411 has been included in this packet.

Waivers

Requests for Waivers must be identified when an application is submitted. The applicant must provide the reasons for the waiver, in accordance with Section 410 of the Zoning Ordinance, which is included in this packet.

Impact Fees

The Town of Brunswick has several impact fees, which must be paid prior to the issuance of a building permit for an approved project. The fee formulae currently in effect are provided upon request.

Application Fees

The following application fees shall be paid for any project undergoing development review. For all projects a \$20.00 fee is assessed to cover the cost of abutter mailings. For projects that require a public hearing or projects for which the Planning Board schedules a public hearing an additional \$200.00 fee will be assessed to cover the costs of advertising the public hearing.

Subdivision: SKETCH PLAN: \$100 per lot proposed
FINAL PLAN: \$150 per lot proposed

Other: SKETCH PLAN fee:

- For projects with new building construction of more than 2,500 square feet the cost equals the total amount of square footage for all buildings multiplied by \$0.03.
- For all other developments the fee is \$150.00.

FINAL PLAN fee:

- For projects with new building construction of more than 2,500 square feet the cost equals the total amount of square footage for all buildings multiplied by \$0.10.
- For all other developments the fee is \$150.00.

Restrictions on Activities During Review:

Applications are considered to be "pending" from the date of the submission of a Sketch Plan until the plan is either approved, approved with conditions or denied by the Planning Board. Demolition, excavation, filling, grading, removal of topsoil, and clearing of vegetation are prohibited on any portion of a property that has a pending application. Such activities may cause the application to be denied, and the application process shall be terminated. If an applicant is refiled on that property, a detailed plan for the remediation of any adverse impacts associated with the restricted activity will be required.

If you have a pending application, you may legally conduct certain activities. This includes the development of a lot not included in a subdivision or proposed subdivision unless such lot is subject to a pending site plan application; activities required for the routine maintenance of existing structures or uses or to remedy a fire hazard; non-disruptive activities associated with information gathering needed for the pending application; and activities that are unrelated to the pending application as determined by the Codes Enforcement Officer.

REVIEW PROCESS

Pre-Application Meetings

Pre-Application Meetings prior to sketch plan approval are optional, but strongly recommended prior to the expenditure of funds toward the design of a development plan. The applicant is encouraged to present information relevant to the property that may assist the Planning Board and Town Staff in providing input for the application. Such information may include a portion of a USGS topographic map showing the properties boundaries and the surrounding area, tax assessor's maps of the proposed application, a plot plan or survey showing the property's area, shape, and existing features, and the purpose and proposed configuration of the development. It is also strongly recommended that an informal meeting be scheduled with the Department of Planning and Development to Provide Guidance.

Sketch Plan

When an application is submitted to the Planning Board, that application will have formal standing. The Planning Board will then consider the sketch plan and will provide planning direction to the applicant in accordance with all pertinent provisions of the ordinance. After completing its review of the application, the Planning Board shall vote to deny, approve, or approve with conditions.

Final Plan

Once the Planning Board votes to deem a Final Plan application to be complete, the Board shall undertake its review. The Planning Board may vote to approve, approve with conditions, or deny the final application. For subdivisions, the application is deemed to be approved when a quorum of the Planning Board signs the final plan.

Required Notification

All owners of property within a 200-foot radius of the boundaries of the proposed development shall be notified about the application and the time of the Planning Board meeting. The Planning Office is responsible for identifying and notifying these property owners.

Public Hearings

Public Hearings are required for any project that results in the new development of 30,000 or more square feet; or for any subdivision resulting in the creation of 20 or more lots. The Planning Department will prepare a notice of the date, time and place of the hearing with a brief description of the application and its location. This notice shall be distributed to the applicant and the owners of all property located within a 200 foot radius of the subject property.

The purpose of Development Review is to ensure that the development of land occurs in a manner that conforms to the Brunswick Zoning Ordinance and reasonably protects public facilities, the natural environment and neighboring uses. Development review includes subdivision and site plan reviews. In order to expedite smaller projects, review is classified into "Major" and "Minor" review. Major review is conducted by the Planning Board, and Minor review is conducted by the Staff Review Committee. Applicants are advised that even if Development Review is not required for your particular project, a building, electrical or plumbing permit may be. For further information, contact the Codes Enforcement Office.

APPLICABILITY/MAJOR REVIEW

Major Review is conducted by the Planning Board, and involves two phases: sketch plan and final. During both phases, a recommendation by the Staff Review Committee is required. The following activities are subject to Major Development Review.

- A. The creation of a subdivision, as defined by 30-A M.R.S.A. Section 4401, as amended.
- B. Development activity, or combination of activities that, within any five year period results construction that falls within the following thresholds:
 - In the MU4 (Fox Run), CC (Cooks Corner), I2 (Church Road Industrial Park), I3 (Bath Road Industrial Park), I4 (Exit 22), HC2 (Inner Bath Road):
 - 10,000 square feet or more of new gross floor area;
 - 10,000 square feet or more of new impervious surface; OR
 - Cumulative Total of 15,000 square feet or more of gross floor area and Impervious surface combined.
 - In ALL OTHER ZONING DISTRICTS:
 - 5,000 square feet or more of new gross floor area;
 - 5,000 square feet or more of new impervious surface; OR
 - Cumulative Total of 7,500 square feet or more of gross floor area and Impervious surface combined.
- C. Construction of 2 or more drive-up windows.
- D. Changes of Use that affect 10,000 square feet or more of gross floor area
- E. Changes of Use that involves the conversion of a single or two-family home to any other use in Town Residential and Residential Districts.
- F. The development or expansion of a Mobile Home Park
- G. Development Subject to a Special Permit that involves the creation of 5,000 square feet or more of new impervious surface.
- H. All construction in the Brunswick Naval Air Station Flight Path Overlay, pursuant to Section 214 of the Zoning Ordinance.
- I. Construction within the Aquifer Protection Overlay, pursuant to Section 209.
- J. Mineral Extraction, pursuant to Section 306.6.
- K. The addition or expansion of a canopy for gasoline sales stations, pursuant to Section 306.14.

Note that these Development Review Thresholds shall be based upon cumulative development over a five-year period. If any threshold is exceeded during that period, all development that has occurred within that time frame shall be subject to major review.



Town of Brunswick, Maine

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT

85 UNION STREET

BRUNSWICK, MAINE 04011-1583

TELEPHONE 207-725-6660

FAX 207-725-6663

**BRUNSWICK PLANNING BOARD
DEVELOPMENT REVIEW PACKET
MAJOR REVIEW**

This Packet Includes:

- I. Summary of the Review Process
- II. Sketch Plan Application Form and Submission Checklist
- III. Final Plan Application Form and Submission Checklist

Note that this review process summary and the submission checklist are provided only as a ready reference for your convenience. For a complete reading of the provisions governing development review in Brunswick, the applicant must refer to the Brunswick Zoning Ordinance, copies of, which are available for a fee from the Codes Enforcement Office.

SKETCH PLAN REQUIREMENTS

Key: "O"= omit; "S"=submit; "NA"=not applicable; "W" = waiver; "P"=pending

Item	O	S	NA	W	P	Comments
Indicate Variances Granted			✓			
Indicate Special Permits			✓			
Indicate Special Exceptions			✓			
Date, north point, scale		✓				
Land area, existing use of the property, location of proposed development, locations reserved for future development		✓				
Tentative rights-of-way locations, lot lines, lot numbers, lot areas		✓				
Estimated soil boundary locations from the Soil Conservation Service Medium Intensity Soil Survey noting areas of severe and very severe soil limitations		✓				
Existing natural, topographical, and cultural features including areas of steep slopes, bedrock outcrops, ponds, streams, aquifers, and other water bodies, wetlands, groundwater recharge areas, slumps, flood hazard areas, trees, and other vegetation, excavation sites, stone walls, net site area, historic and archeological sites, structures, or districts, and any other pertinent features.		✓				
Tentative locations of proposed structures, owners of existing structures, and neighboring land uses		✓				
Special conservation and recreation areas			✓			
Location map		✓				
Zoning information, including the zoning district(s) in which the property is located and the location of any overlay zones depicted on the plan.		✓				
Any conditions imposed by previous development on the site.						
Other information Planning Board/Staff Review Committee deems necessary to conduct an informed review.						
Letter of consent signed by property owner authorizing the development review application in cases where applicant is not the owner of the property.			✓			
Application Fee		✓				
For Open Space Developments, sketch plan design review requirements indicated in Section 308.1			✓			
Open Space Development: Request for Bonus Density			✓			

16-024

**MAJOR DEVELOPMENT REVIEW
FINAL PLAN APPLICATION**

1. Project Name: SWEET DREAMS INC.

2. Project Applicant
Name: MARCUS HEADLEY
Address: 256 BATH RD.
BRUNSWICK ME, 04011
Phone Number: 207 724 0091



3. Authorized Representative
Name: CATHY HEADLEY DAVID + CATHERINE MITCHELL
Address: _____
SAME
Phone Number: _____

4. List of Design Consultants. Indicate the registration number, address and phone number of any engineer, surveyor, architect, landscape architect or planner used:
1. DOUGLAS RICE PE WRIGHT-PIERCE
2. TOPSHAM, ME 04086
3. _____

5. Physical location of property being affected: 256 BATH RD.

6. Lot Size: 59 000 SQ FT. APPROX.

7. Zoning District: COOKS CORNER

8. Indicate the interest of the applicant in the property and abutting property. For example, is the applicant the owner of the property and abutting property? If not, who owns the property subject to this application?
OWNER OF PROPERTY
NOT THE OWNER OF ABUTTING

9. Assessor's Tax Map 45 Lot Number 55 of subject property.

10. Brief Description of proposed: EXISTING RETAIL LOCATION WISHES TO EXPAND OUTDOOR SALES AND DISPLAY

11. Describe Specific Physical Improvements to be Done: USE OF SOME LOW LEVEL DECKS, LANDSCAPE PAVING + CRUSHED STONE TO ENHANCE DISPLAY OF OUTDOOR FURNITURE, OUTDOOR STRUCTURES, SHEDS + TINY HOMES

Owner Signature: Marcus Headley
Applicant Signature (if different): _____

Required Attachments (by Applicant):

- Final Plan Check List
- Final Plan Requirements for Open Space Developments (if applicable)
- Request for Waivers (if applicable)
- Required Copies of Final Plan

Required Attachment (by Planning and Development Department):

- Listing of all owners of property within 200-foot radius of property under review.

FINAL PLAN REQUIREMENTS

Key: "O" = omit; "S"=submit; "NA"=not applicable; "W" = waiver P=pending

Item	O	S	NA	W	P	Comments
Name of Development		✓				
Scale, date, north point, area, number of lots (if subdivision)		✓				
Boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments property identified as existing or proposed.		✓				
Certification by a professional land surveyor that the land has been surveyed and the boundaries established in accordance with the State of Maine Board of Licensure for Professional Surveyors standards for Category 1 (Standard Boundary Survey), conditions 1, 2, or 3.		✓				
Existing zoning district and overlay designation.		✓				
Names of engineer and surveyor; and professional registration numbers of those who prepared the plan.		✓				
Names of current owner(s) of subject parcel and abutting parcels.		✓				
Name, location, width of paving and rights-of-way, profile, cross-section dimensions, curve radii of existing and proposed streets; profiles of center-lines of proposed streets, at a horizontal scale of 1" equals 50' and vertical scale of 1 inch equals 5 feet, with all elevations referred to in U.S.G.S. datum.		✓				
A general road plan noting circulation, direction, traffic control devices, street lighting and type of lighting proposed.			✓			
Existing and proposed easements associated with the development.			✓			
Kind, location, profile and cross-section of all proposed drainage facilities, both within the development and outside of it, and a storm-water management plan which includes the submission requirements listed in the storm-water management checklist available in the Planning Department.		✓				
Location of features, natural and artificial, such as water bodies, wetlands, streams, vegetation, railroads, ditches and buildings.		✓				

Location of existing and proposed utilities; water, sewer, electrical lines, and profiles of underground facilities. Tentative locations of any private wells.		✓				
Existing and proposed location, size, profile and cross section of sanitary sewers; description, plan and location of other means of sewage disposal with evidence of soil suitability.			✓			
Topography with counter intervals of not more than 2 feet.		✓				
A Class A (high intensity) Soil Survey prepared in accordance with the standards of the Maine Association of Professional Soil Scientists.						REQUEST WAIVER
Location of all existing trees over 10 inches in diameter, locations of tree stands, and a plan showing all trees to removed as a result of the development proposal.		✓				
Lighting plan showing details of all proposed lighting and the location of that lighting in relation to the site.			✓			
Existing locations and proposed locations, widths and profiles of sidewalks.			✓			
Location map.		✓				
Approximate locations and dimensions of proposed parking areas.			✓			
Proposed ownership and approximate location and dimensions of open spaces for conservation and recreation.			✓			
Grading, erosion control, and landscaping plan; proposed finished grades, slopes, swells, and ground cover or other means of stabilization.		✓				
Reference to special conditions stipulated by the Planning Board, with conditions either set forth in full or on the plan or identified as specific documents filed with the Board.			✓			
A wetlands map drawn by a specialist delineating wetland boundaries in accordance with the methods prescribed by the US Army Corps of Engineers.			✓			L-10649-23-L-M ~ NO WETLANDS
Dedicated public open specs, areas protected by conservation easements, and existing and proposed open spaces or recreation areas.			✓			

For Open Space Development, a note indicating the total permitted lot count of the entire land tract based upon the destiny standards in this Ordinance, the number of lots created by the Plan, and the numebr of lots permitted to be subdivided in the future, as well as a table showing setback requirements and impervious surface coverage limits for each lot.			✓			
Building envelops showing acceptable locations for principal and accessory structures.		✓				

FINAL PLAN/SUPPORTING DOCUMENTS

Key: "O" = omit; "S"=submit; "NA"=not applicable; "W" = waiver P=pending

Item	O	S	NA	W	P	Comments
Documentation of Ownership or contract.		✓				
Drafts of legal documents appropriate to the application, including: deeds, easements, conservation easements, deed restrictions or covenants, home/property owners association declarations and by-laws, and such other agreements or documents as are necessary to show the manner in which conservation land will be owned, maintained, and protected.		✓				
Draft performance guarantee or conditional agreement.			✓			
Disclosure of any required permits from the Department of Environmental Protection, Marine Resources, US Army Corps of Engineers, Department of Inland Fisheries and Wildlife, or other agencies, as applicable; or, if a permit has already been granted, a copy of that permit.		✓				ORIGINAL DEVELOPMENT PERMIT: L-10649-23-J-C MAY 1999
Any additional studies required by the Planning Baord, which are deemed necessary in accordance with this Ordiancne.			✓			
Storm water management program for the propsed project prepared by a professional engineer.		✓				
A storm water management checklist prepared by the Cumebrland County Soil and Water Conservation District made availabel at the Brunswick Department of Planning and Development.		✓				

An erosion and sedimentation control checklist prepared by the Cumberland County Soil and Water Conservation District.		✓				
A statement from the Brunswick-Topsham Water District of conditions under which water will be provided.			✓			
A statement from the Brunswick-Topsham Water District of its review and comments on the proposed use if the project involves development within the Aquifer Protection Zone.			✓			
A Statement from the Fire Chief recommending the number, size, and location of hydrants, available pressure levels, road layout and street and project name, and any other fire protection measures to be taken.					✓	
A statement from the Superintendent of the Brunswick Sewer District of the conditions under which the Sewer District will provide sewerage disposal service and approval of the sanitary sewers proposed within the development.			✓			
Where a septic system is to be used, evidence of soil suitability.			✓			
All applicable materials necessary for the reviewing entity to review the proposal in accordance with the Criteria of Section 411.	✓					
A plan of all buildings with new construction or expansion of an existing facility, including type, size, and footprint, floor layout, setback, elevation of first floor slab, storage, and loading areas.	✓	✓				NO BUILDING IS PROPOSED. AREA IS FOR DISPLAY ONLY
An elevation view of all sides of each building proposed indicating height, color, bulk, surface treatment, and signage.	✓	✓				FLUCTUATING DISPLAY - NOT PERMANENT
A circulation plan describing all pedestrian and vehicle traffic flow on surrounding road systems.			✓			
The size and proposed location of water supply and sewage disposal systems.			✓			
A site landscaping plan indicating grade change, vegetation to be preserved, new plantings used to stabilize areas of cut and fill, screening, the size, location and purpose and type of vegetation.	✓					

Reference is made to Case No. 99-064, Final Plan application for Sweet Dreams, of the Brunswick Planning Board from June 8th, 1999.

Tax map 45 / Lot 55, Cooks Corner Zoning District.

Applicant:

Marcus and Cathy Headley

Sweet Dreams

256 Bath Road

Brunswick, ME, 04011

Tel: 207 721 0091

The owners of the property wish to expand their lines of outdoor furniture and to display such items in an attractive manner around the existing building and throughout the garden area. We hope to introduce a line of 'tiny homes' and possibly some storage sheds. To display the furniture some additional impervious surface is needed - for instance, some areas of landscape paving, some low level decks and some areas of crushed stone.

At the time of construction of the original store a landscape plan was proposed, approved, and implemented. Subsequently we have enhanced the landscaping with additional shrubbery and tree plantings, as indicated on the enclosed plans.

Sweet Dreams is a valuable employer and very reputable, established business in Brunswick. We are the largest furniture store in the entire Bath - Brunswick - Topsham region, and enjoy a stellar reputation, selling largely American made products. We pay a very significant tax bill annually. Because the product sold is of high quality the business attracts customers to the Cooks Corner area who have sizable disposable incomes, and this, in turn, brings income and business to other Cooks Corner enterprises. Therefore it is highly unlikely that any other retailer in the neighborhood would wish to see business at Sweet Dreams curtailed.

As in all aspects of life, consumer needs and demands change and outdoor furniture is one of the fastest growing sectors of the home furnishings industry. It is a very significant and necessary part of our business model. If we cannot readily pursue this significant portion of our

trade it will very greatly impact our business viability in the Cooks Corner area.

Reference: Brunswick Zoning Ordinance, Chapter 5.

501. Preservation of Natural Features and Net Site Area

The property is not located within the Natural Resources Protection Zone, the Aquifer Protection Zone, or the Casco Bay Watershed.

The overall lot size is 59,855 sq. ft. or 1.37 acres. The building footprint is 11,983 sq.ft. and there is approx. 4,413 sq.ft. of impervious surface - loading driveway and walkway.

This means there is approximately 40,318 sq.ft. or 68% of the total lot size which is currently maintained green space.

There are no fewer than 63 trees on or along the boundary of the property. Some of these trees are as big as 36" in diameter.

These are extraordinarily 'green' figures when compared to any other retail location in the Brunswick - Topsham area.

A landscape plan was required for the initial development in 1999. Subsequent to that time other shrubbery has been added (2004) and the original plantings have matured into very pleasing and some very large, vegetation. This shrubbery is clearly seen when passing by or visiting the store, and we frequently receive compliments on our gardens and flowers. Sweet Dreams has been referenced in a State level planning meeting as an example of conscientious New England style development - exactly as called for in the Cooks Corner Master Plan. Furthermore, all existing shrubbery will not be compromised by the current application.

There are mocking birds, mourning doves, American robins, and numerous other small birds and mammals that make the Sweet Dreams gardens their permanent home.

Per the Maine Department of Environmental Protection Department Order # L-10649-23-J-C of May 14th, 1999 the development of the subject property by Sweet Dreams was approved.

Subsequently Order # L-10649-23-L-M of December 17th, 2002, confirmed that there is no wetland on the property.

502. Flood hazard Area

The property is not located within the Special Flood Hazard Area.

503. Steep Slopes and Embankments

Not applicable.

504. Storm Water Management

The original plans prepared by Doug Rice, PE, of Wright & Pierce of Topsham in 1999 addressed and calculated storm water needs for the development at that time.

The new plans call for some additional impervious surface and a storm water management plan is prepared and enclosed. During any construction measures will be taken to control any potential for erosion.

505. Groundwater

The property is located over a mapped sand and gravel aquifer, though not within the Aquifer Protection Zone. The site and adjacent sites are served by public water and sewer. There is no additional impact from this application

506. Erosion and Sedimentation

An erosion and sedimentation control plan, prepared by Doug Rice PE, was submitted with the original 1999 application. As noted above Doug Rice has prepared a new plan relevant to the proposed impervious display area.

507. Sewerage Disposal

The existing development is served by municipal sewer and this is unaffected by the current application.

508. Water Systems

The existing development is served by municipal water and this is unaffected by the current application.

509. Community Facilities Impact Analysis

Bath Road Traffic, Solid Waste, East Brunswick Fire Substation, and Sewer impact fees were assessed and paid at the time of the original development.

There will be no additional impacts.

510. Development Impact Fees

See 509. above

511. Development of New Streets

Not applicable

512. Off Street Parking

Parking for Sweet Dreams is provided for and allowed in the density standards as submitted with the original plans in 1999/2000. The owners of the shopping mall are responsible for maintenance and upkeep of all public parking. We utilize shared parking as suggested by the Cooks Corner Design Standards - "Key requirements are provision of.....shared parking areas...Following the Master Plan.....buildings with.....parking behind....are encouraged..."

513. Curb Cuts and highway Access

Not applicable

514. Off Street loading Requirements

Sweet Dreams has an existing loading dock. No additional facilities

will be needed.

515. Appearance Assessment

Reference Section 501 above.

The site is not located in the Coastal Protection Zone or the Village Review Zone. No development is proposed on steep slopes or within the Natural Resources Protection Zone.

The plan will not affect existing topography and will have minimal impact on grassy vegetation. Existing trees and shrubbery will not be affected. The proposed octagonal display decks are a mere inches above ground level, and allow for a more visually appealing display of outdoor furniture. Similarly the few areas of landscape paving and crushed stone are at ground level.

The Plan seeks permission for the display of 'tiny houses', storage sheds, gazebos, pergolas, lawn swings and miscellaneous outdoor furniture. These items are all for sale and the concept is for them to be inter-changed for different designs from time to time. Stock will naturally fluctuate, similarly to Lowe's and Walmart, so displays will be in a constant state of change.

The furniture and structures sold are very much of a New England style - the classic adirondack chair for instance, and this definitely coordinates with the recommendations of the Cooks Corner Design Standards - "Architecture should follow traditional patterns that have evolved in New England..." ".....encourage landscaping....providing visual interest throughout the year...."

515.4 Relationship of Lighting to Project.

Sweet Dreams is not open beyond 6 pm and no lighting is proposed for the project.

515.5 Relationship of Signs to the Project

No additional signage is anticipated

515.7 Cook's Corner District.

Per the Brunswick Zoning Ordinance Section 306.18 "Outdoor Sales is permitted in CC (Cook's Corner)....."

The Plan is in line with the suggestions of the Cook's Corner Design Standards, as outlined - "...it is a specifically identifiable growth area. The focus of most of the Town's recent commercial growth."

516. Building Configuration.

The structures and furniture proposed are not permanent. Rather they are for display and sale purposes.

517. Preservation of Historic Resources

Not applicable

518. Access for Persons with Disabilities

The majority of the display area is level, or very marginally inclined ground, very largely accessible under the ADA.

519. Recreational Requirements for Residential Developments

Not applicable

520. Fiscal Capacity

Not applicable, already evident

521. Performance Guarantee

Not applicable

522. Home Owners'/Property Owners' Associations

Not applicable

523.

524. Noise and Dust

Not applicable



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

DEPARTMENT ORDER

IN THE MATTER OF

SWEET DREAMS, INC) SITE LOCATION OF DEVELOPMENT
Brunswick, Cumberland County)
SWEET DREAMS) MODIFICATION
L-10649-23-L-M (approval)) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 481 et seq., the Department of Environmental Protection has considered the application of SWEET DREAMS, INC with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History: In Board Order #L-10649-23-A-N, dated April 10, 1985, the Board approved the development of Ames Plaza, a 207,000 square foot shopping center located on a 25-acre site on Bath Road in the Town of Brunswick. Subsequently, the Department approved a number of modifications and condition compliance orders for the project. Department Order #L-10649-23-J-C, dated May 14, 1999, approved the development of Lot 4 by Sweet Dreams, Inc.

B. Summary: The applicant is seeking Department concurrence with a reassessment of the wetland status of a portion of Lot 4 in the development. This area was depicted as wetland on a plan entitled, "Final Plan of Proposed Subdivision, Ames Plaza, 250 Bath Road, Brunswick, Maine", drawn by Titcomb Associates, dated August 27, 1997, last revised November 6, 1997. The applicant submitted a report, dated August 7, 2002, by Woodlot Alternatives, Inc., which details the findings of a site investigation done by that firm on July 24, 2002 to determine whether any wetlands are present on the Sweet Dreams parcel. This report states that soils, vegetation and hydrology on the site indicate that no wetlands are present on Lot 4.

2. FINDING:

Department staff conducted a site visit and confirmed that Lot 4 is largely upland area and that the wetland area depicted on the plan referenced above is not present. The proposed project is a minor change and will not significantly affect any issues identified during previous Department reviews of the project site.

Based on its review of the application, the Department finds the requested modification to be in accordance with all relevant Departmental standards. All other findings of fact, conclusions and conditions remain as approved in Board Order #L-10649-23-A-N, and subsequent orders.

Bill Bullard

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 481 et seq.:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.
- D. The proposed development meets the standards for storm water management in Section 420-D and the standard for erosion and sedimentation control in Section 420-C.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities, solid waste disposal and roadways required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities and roadways in the municipality or area served by those services.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of SWEET DREAMS, INC to redesignate a portion of Lot 4 as upland as outlined above, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.

3. All other Findings of Fact, Conclusions and Conditions remain as approved in Board Order #L-10649-23-A-N, and subsequent orders, and are incorporated herein.

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 AT AUGUSTA, MAINE, THIS 17th DAY OF December, 2002.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:



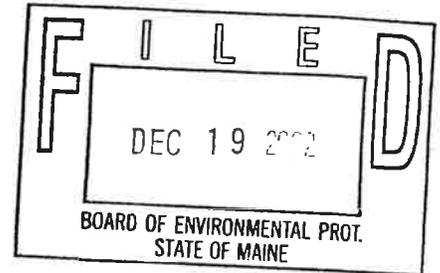
MARTHA G. KIRKPATRICK, COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

Date of initial receipt of application 11/13/2002

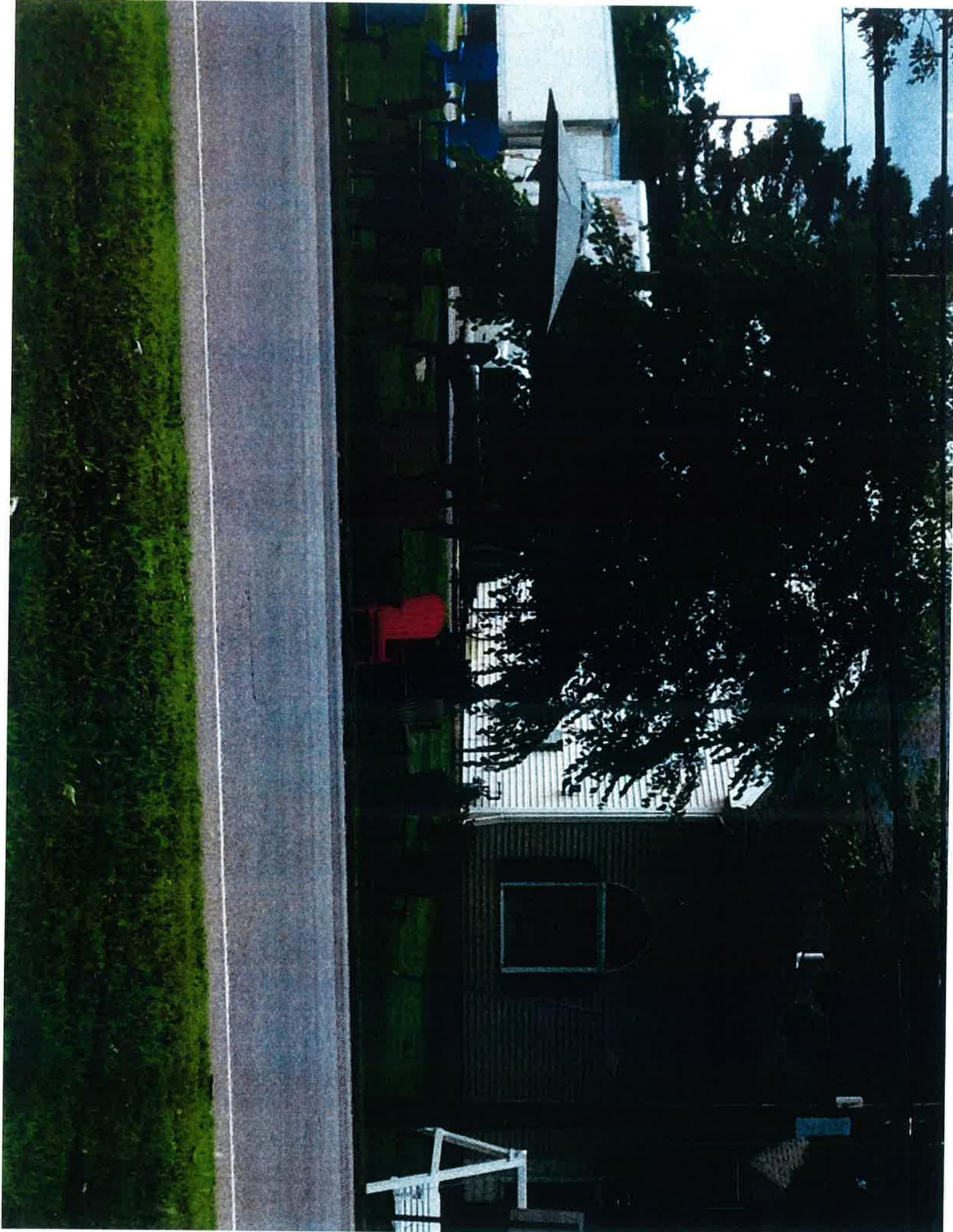
Date of application acceptance 11/27/2002

Date filed with Board of Environmental Protection
WB/L10649LM



















REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated as of the "Contract Date" (as such term is defined below), is by and between **KONOVER FAMILY LIMITED PARTNERSHIP**, a Connecticut limited partnership, having an office at 2410 Albany Avenue, West Hartford, Connecticut 06117 ("**Seller**") and **MARCUS HEADLEY, CATHY HEADLEY, DAVID MITCHELL** and **CATHERINE MITCHELL**, each a natural person having an office at 8 Gurnet Road, Cooks Corner Mall, Brunswick, Maine 04911 (collectively, "**Purchaser**"). The term "**Contract Date**" as used herein shall mean the date this Agreement is executed by the last of the parties hereto.

1. Purchase and Sale of Property.

Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and convey to Purchaser and Purchaser hereby agrees to purchase from Seller, together with all improvements thereon (collectively, the "**Premises**"), the property owned by Seller and known as "Lot 4", containing an area of approximately 59,855 square feet as shown on the plan entitled "Final Plan of Proposed Subdivision Ames Plaza 250 Bath Road Brunswick, Maine," dated August 25, 1997, revised through November 6, 1997, prepared by Titcomb Associates, and recorded in the Cumberland County Registry of Deeds in Plan Book 197, Page 509, a copy of which is attached hereto as **Exhibit A**.

2. Purchase Price.

The purchase price for the Premises shall be [REDACTED] Dollars [REDACTED] (the "**Purchase Price**"), and shall be payable as follows:

(a) Upon full execution of this Agreement, Purchaser shall deliver to Escrow Agent (as defined below) the sum of [REDACTED] Thousand and 00/100 Dollars ([REDACTED]) to be held as earnest money deposit hereunder (being hereinafter referred to as the "**Deposit**").

(b) The balance of the Purchase Price, subject to adjustment as provided herein, shall be paid by Purchaser to Seller by certified check at the closing of title to be held as provided in Section 8 hereof (the "**Closing**"); provided, however, that Seller shall have the right to require Purchaser to pay the balance due at the Closing by wiring funds to an account designated by Seller by giving written notice to Purchaser at the Closing.

3. Escrow Agent.

Seller and Purchaser agree that the Deposit shall be held in escrow by Cohen, Gershman & Wakim, P.C., having an office at 2410 Albany Avenue, West Hartford, Connecticut 06117 (the "**Escrow Agent**"). Upon execution of this Agreement, Seller and Purchaser direct Escrow Agent to invest the Deposit in a non-interest bearing, separate, segregated savings or money-market account at a commercial bank, which shall be federally insured if Purchaser so elects and otherwise acceptable to Seller and Purchaser. The parties agree that Escrow Agent is not bound by any agreement between

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date set forth below their respective signatures, to be effective as of the Contract Date.

WITNESS

Maion M. Mitchell

SELLER:

KONOVER FAMILY LIMITED PARTNERSHIP, a Connecticut Limited Partnership

By: Konover Management Corporation, Its General Partner

By: Alan E. Smith

Printed name: Alan E. Smith

Its: Executive Vice President

Date: March 8, 1999

PURCHASER:

Jean A. Conroy

Marcus Headley

MARCUS HEADLEY

Date: 3/5/99

Jean A. Conroy

Cathy Headley

CATHY HEADLEY

Date: 3/5/99

Jean A. Conroy

David A. Mitchell

DAVID MITCHELL

Date: 3-5-99

Jean A. Conroy

Catherine Mitchell

CATHERINE MITCHELL

Date: 3-5-99

ESCROW AGENT: (As to Section 3 only)

COHEN, GERSHMAN & WAKIM, P.C.

By: [Signature]
Its President

EXHIBIT B

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This Declaration, made as of the 4th day of December, 1997, by KONOVER FAMILY LIMITED PARTNERSHIP, a Connecticut family limited partnership having an office and principal place of business at 2410 Albany Avenue, West Hartford, Connecticut 06117 (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner in fee simple of certain real property known as Ames Plaza (the "Shopping Center"), situated in the Town of Brunswick, Cumberland County and State of Maine, as delineated on a certain subdivision plan entitled "Final Plan of Proposed Subdivision Ames Plaza 250 Bath Road Brunswick, Maine" prepared by Titcomb Associates, dated 8/25/97, revised through 11/6/97 (the "Plan"), and recorded in the Cumberland County Registry of Deeds in Plan Book 197, Page 509, a reduced copy of which Plan is attached hereto and incorporated herein as Exhibit A.

NOW THEREFORE, Declarant hereby declares that the Shopping Center shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the said Shopping Center and be binding on all parties having any right, title or interest in the said Shopping Center or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion thereof.

ARTICLE I

DEFINITIONS

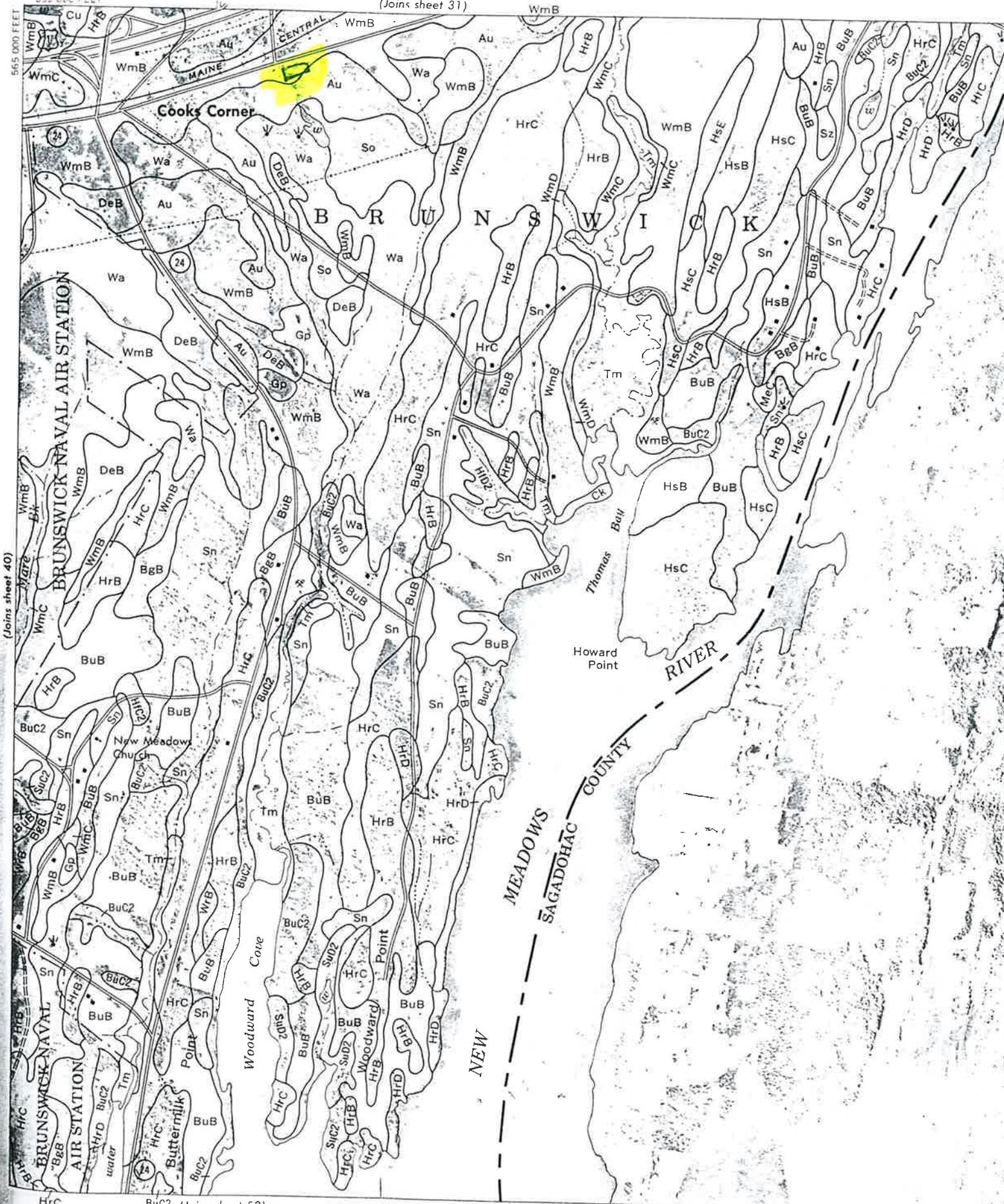
Section 1.1. "Access Drives" shall mean those driveways providing ingress and egress to the Shopping Center to and from Bath Road, as well as the internal site drives providing for circulation of vehicles and pedestrians within the Shopping Center, as depicted on the Plan.

Section 1.2. "Building Area" shall mean the limited areas of the Shopping Center within which buildings (including canopies, supports or other outward extensions) may be constructed, placed or located, shown as "Building Envelopes" on the Plan.

Section 1.3. "Common Area" shall mean all areas, facilities, signs, installations, and equipment provided from time to time by Declarant within the exterior boundaries of the Lots (as such term is defined below), as depicted on the Plan, for the common use and benefit of the occupants of the Shopping Center, including without limitation, the area identified as "Access Easement" on the Plan, and all parking areas, footways, exits, entrances, access roads, driveways, sidewalks, retaining walls, landscaped areas, and pedestrian malls or courts, and exclusive of the following: i) any buildings and

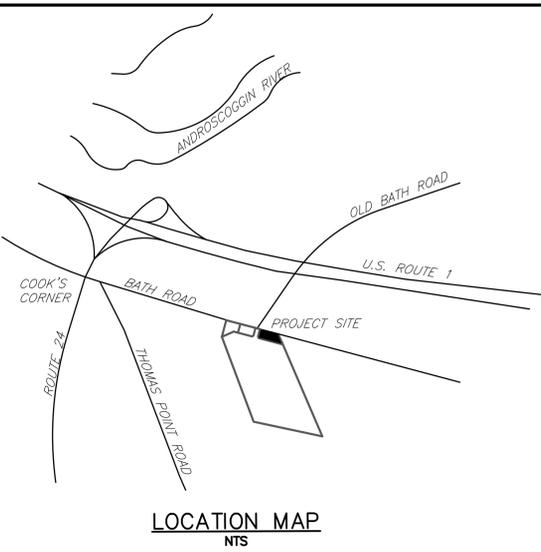
(Joins sheet 31)

565 000 FEET
355 000 FEET



(Joins sheet 40)

HrC BuC2 (Joins sheet 52)



EXISTING SITE NOTES:

1. REFERENCE IS MADE TO "FINAL PLAN OF PROPOSED SUBDIVISION, AMES PLAZA, 250 BATH ROAD, BRUNSWICK, MAINE." MADE FOR KONOVER FAMILY LIMITED PARTNERSHIP BY TITCOMB ASSOCIATES, FALMOUTH, MAINE, DATED AUGUST 25, 1997, FOR PARCEL BOUNDARY AND NOTES 1, 7 & 8. ABOVE MENTIONED PLAN RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 197, PAGE 509.
2. BEARINGS ARE BASED ON GRID NORTH AS DEFINED BY THE MAINE STATE COORDINATE SYSTEM.
3. THE PROPERTY IS LOCATED IN THE COMMERCIAL/COOK'S CORNER ZONING DISTRICT.
4. NO NEW CURB CUTS TO BE ALLOWED ON THE BATH ROAD PER PRIOR BRUNSWICK PLANNING BOARD & DEP CONDITIONS.
5. VERTICAL DATUM IS REFERENCED TO NGVD 29.
6. REFERENCE IS MADE TO WRIGHT PIERCE PROJECT NUMBER 5755 PROPERTY SURVEY FOR BRUNSWICK COMMERCIAL ASSOCIATES BATH ROAD, BRUNSWICK, MAINE DATED JUNE 1985.
7. NEW TOPOGRAPHIC INFORMATION WAS OBTAINED FROM ON-GROUND SURVEY BY WRIGHT PIERCE IN MAY 2016.
8. EXISTING SITE LIGHTING TO REMAIN.

LOT STATISTICS:

MINIMUM LOT AREA: 15,000 S.F.	ACTUAL
MAXIMUM IMPERVIOUS COVERAGE: 80%	59,855 S.F.
MAXIMUM BUILDING HEIGHT: 40 FT.	PRE-33.4% POST-41.2%
MAXIMUM BUILDING FOOTPRINT: 50,000 S.F.	12,048 S.F.

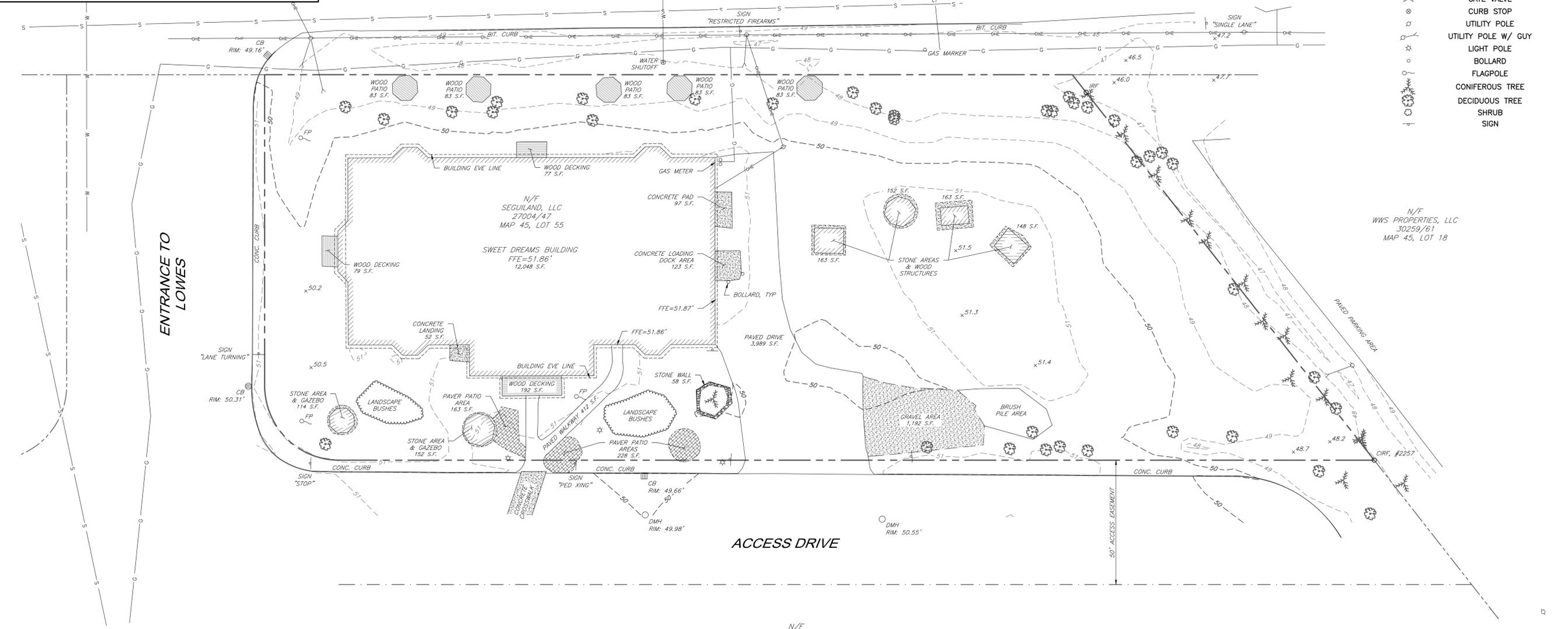
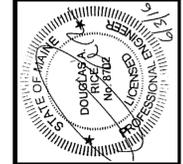
LEGEND

- PROPERTY/ROW LINE
- - - SETBACK LINE
- - - EASEMENT LINE
- ===== EDGE OF PAVEMENT
- ===== CURBING
- ===== EDGE OF GRAVEL
- ===== EDGE OF CONCRETE
- 122- CONTOUR
- /// BUILDING
- /// STONEWALL
- ~ TREELINE
- S- SEWER
- G- GAS
- W- WATER
- SD- STORM DRAIN
- CULV- CULVERT
- OHE- OVERHEAD ELECTRIC
- o IRON PIPE/REBAR
- x SPOT ELEVATION
- o DMH SEWER MANHOLE
- o CB DRAINAGE MANHOLE
- o CATCH BASIN
- o GATE VALVE
- o CURB STOP
- o UTILITY POLE
- o UTILITY POLE W/ GUY
- o LIGHT POLE
- o BOLLARD
- o FLAGPOLE
- o CONIFEROUS TREE
- o DECIDUOUS TREE
- o SHRUB
- o SIGN

NO.	ISSUED FOR PERMITTING	DATE
	DAR	6/16

DESIGNED BY	DAR
RYAN BEISAW	RYAN BEISAW

DATE	BY
6-3-16	DAR
6-3-16	DAR
6-3-16	DAR



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888.621.8156

SWEET DREAMS
COOK'S CORNER
BRUNSWICK, MAINE

EXISTING CONDITIONS SITE PLAN

DRAWING
C-1

**APPLICATION/CHECK LIST
SPECIAL PERMIT FOR UNCLASSIFIED AND OMITTED USES
BRUNSWICK PLANNING BOARD**

1. Applicant (installer):

Name: Revision Energy, LLC
 Address: 142 Presumpscot Street
Portland, ME 04103
 Phone #: 207-221-6342, Attn: Adison Gelmanich

2. Business (nonprofit management association):

Name: Crystal Spring Farm Community Solar Association
 Address: 44 Thompson Street
Brunswick, ME 04011
 Phone #: 207-725-7282, Attn: Steve Weems

3. Property/Building Owner: lessee/owner

b. Free Owner:

Name: Brunswick-Topsham Land TRUST
 Address: 108 Main Street
Brunswick, ME 04011
207-729-7694, Attn: Annex Twitchell

a. Lessee: Seth Kroeck & Maura Barron
Crystal Spring Farm
277 Pleasant Hill Rd
Brunswick, ME 04011
207-729-1121
 Attn: Seth Kroeck

4. Assessor's Tax Map # 22 Lot # 163 of subject property.

5. Zoning District Coastal Protection 1

6. Street Address of Parcel(s) For Consideration: 277 Pleasant Hill Road

7. Planning Area (See Appendix I): Rural Coastal Protection Planning Area

Lessee/Owner Signature: Seth Kroeck / Bushyplan, President 676T

Applicant Signature (if different): Adison Gelmanich

* Project Description Business Signature Steve Weems

SUBMISSION REQUIREMENTS

- Site Plan. If copies are greater than 11" x 17", submit 17 copies of all materials. Otherwise, one copy is sufficient. Site plan should include all elements indicated in the application packet.

On this form, or on a separate letter to the Planning Board, please indicate your responses to the following:

* The proposed project is a solar electricity array. Please refer to the accompanying Project Description and explanation of the roles of the applicant and other parties listed above.

1. How does your application further the Planning Goals for the Planning Area in which your property is located. Please indicate each of the Planning Area Goals with your response.
The solar array will protect marine resources by reducing CO2 emissions by about 100,000 lbs/year, thereby helping to mitigate ocean warming and acidification. Protects the watershed by creating no impervious surfaces while generating clean, renewable energy. This project will benefit Crystal Spring Farm, enhancing the viability of local agriculture production and conservation of rural open space. The scale of the project is compatible with the rural character of the area. It will demonstrate how low-impact, clean energy can be produced locally.
 2. How many square feet of space is the proposed use going to occupy? 9,600 (see below). Is this use to be located within an existing structure? NO If a new structure(s) is proposed how many square feet is the structure(s)? Please note the 9,600 sf figure (above) is the footprint of the array. It will be located in an open field about 3.5 feet above the ground on steel poles (no excavation, no foundation, and no impervious surface (except for the diameter of the poles) and allowing grazing up to and under the array.
 3. How many people are to be employed at this site should the Special Permit be granted? 0 during installation, none during operation.
 4. If this involves a residential component, how many dwelling units are proposed? N/A.
 5. How many customers are likely to use the site during the course of a day? N/A week? N/A. Please anticipate peak demand. There will be some educational materials for the benefit of interested walkers and others.
 6. How many service vehicles per week do you anticipate? None
 7. What are the sizes of vehicles that will service the business should the Special Permit be granted? N/A
 8. If you are reusing a structure, demonstrate the mutual benefits associated with your application request. (In other words, how will this project provide a benefit to its larger area in spite of the fact that it may be occurring within a pre-existing structure that is generally larger than typically found. This project is designed to be a demonstration and educational project about the benefits of "going solar." It may inspire other landowners to install solar arrays and/or consider the benefits of conserving rural open space by working with a land trust and offer a model for other farmers who want to go solar.
 9. Explain how this application enhances or further maintains a pedestrian oriented character for the larger neighborhood. N/A
-

**NOTIFICATION
SPECIAL PERMIT APPLICATION
FOR UNCLASSIFIED AND OMMITTED USES**

Pursuant to Section 701 of the Brunswick Zoning Ordinance, land uses that are neither permitted nor prohibited may be considered by the Planning Board, subject to a Special Permit. Notice is required to be forwarded to any property owner within 200 feet of the lot boundaries of the proposed permit.

Applicant: Revision Energy, LLC, on behalf of

Business Name: Crystal Spring Farm Community Solar Association,
and other cooperating entities

Proposed Land Use: Residential Scale Solar Array (8 families)

Street Address of Property: 277 Pleasant Hill Road

Zoning District of Property: Coastal Protection 1

The Planning Board will conduct a PUBLIC HEARING on this Special Permit application on _____. As a person entitled to notice, you may submit comments on the proposal to the Planning Board, or may provide testimony at the Public Hearing. The Planning Board may deny the Special Permit if it finds that, based on evidence provided by persons entitled to notice that the proposal shall 1) adversely effect the enjoyment or use of your property; or 2) that the proposal will devalue such property.

The application is on file at the Planning Office. For further information contact 725-6660.



June 20, 2016

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Doug Bennett, *Vice President*
William Ferdinand
Jerry Galleher
Kristine Ganong
Christopher Goodwin
Elizabeth Hertz
Mary Johnson, *Treasurer*
Wells Johnson
Esther Lacognata Palmer
Jeff Nelson
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Tom Settlemire
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Linton Studdiford
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Margaret Wilson

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Richard Wilson
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Angela Twitchell, *Executive Director*
Caroline Eliot, *Associate Director*
Chris Cabot, *Land Conservation & Farmland Protection Specialist*
Lee Cataldo, *Outreach & Education Coordinator*
Ellen Rodgers, *Financial & Administrative Manager*

Jared Woolston, Planner
Town of Brunswick
85 Union Street
Brunswick, ME 04011

Dear Jared:

The Brunswick-Topsham Land Trust (BTLT) is the fee owner of the Crystal Spring Farm property. In the interest of supporting local agriculture and the rural character of the Coastal Protection areas of Brunswick, the BTLT has entered into a long-term lease with Seth Kroeck and Maura Bannon to operate the farm. Seth and Maura have taken a leadership role in the proposed community solar electricity project on the farm by offering to be the site host. The farm also will be the principal beneficiary of the project.

Consequently Seth and Maura have entered into a host site lease with the prospective owners of the array, eight Brunswick families (including themselves), through a nonprofit association these families have formed to manage the project. This is the Crystal Spring Farm Community Solar Association. The solar array will be installed by ReVision Energy LLC.

The BTLT wholeheartedly supports this solar project and has signed the host site lease for the purpose of confirming its consent to this project. Therefore, as the record owner of the land we are pleased to further confirm our authorization for ReVision Energy LLC to apply for a special permit for this use. We note that as our lessee, Seth Kroeck and Maura Bannon control the use of the site, subject to the terms of the BTLT's lease with them. Clearly Seth and Maura support this project as (i) the participating member with the largest share of the array, and (ii) entering into the host site lease.

Please let me know if you have any questions. Thank you for your help on this great project.

Very truly yours,

Bradley O. Babson
President

CSF BTLT Letter to Brunswick Planner 6-17-16

108 Maine Street, Brunswick, ME 04011 / 207-729-7694 / info@btl.org / www.btl.org

FSC® certified • SFI Fiber Sourcing certified • Made with Total Chlorine Free (TCF) and Elemental Chlorine Free (ECF) virgin fiber content • 100% post-consumer, Process Chlorine Free (PCF) and lignin-free fiber



Crystal Spring Farm Community Solar Association

Summary Project Description to Accompany Special Permit Application

Updated June 21, 2016

This is a summary description of a project to install a solar photovoltaic electricity array at Crystal Spring Farm. It is meant to accompany the Special Permit application for this project. This project is a cooperative initiative of Crystal Spring Farm, the Brunswick-Topsham Land Trust, and a group of Brunswick families who cannot install solar capacity where they live. This type of installation is called a community solar farm. It is a key project in the Solarize Brunswick effort. ReVision Energy is the installer.

The purpose of this overview is to give a brief description of the project, identify the key cooperating parties and note their respective roles, and summarize the objectives (and prospective benefits) of the project.

General Description

Physically, the project would be a ground-mounted, photovoltaic solar electricity generating system with a capacity of 75.79 kW (kilowatts). This is a small-scale electrical generating facility. The array would provide clean, renewable energy to Crystal Spring Farm and seven other Brunswick families. This is an all-Brunswick, leadership project, which has helped other Brunswick residents qualify for the maximize price discount for solar equipment under the Solarize Brunswick initiative.

In a community solar project like this, a group of electricity users in the same utility service area get together to build a single solar electricity generating facility, put all the power on the electrical grid, and get a credit for the power allocated to each participant via a meter at the solar array on his/her monthly electrical bill. This electricity transfer process is known as net metering. These are small-scale, distributed power projects, where the Maine Public Utilities Commission (PUC) limits the number of accounts that can use electricity from a community solar project to nine.

Each member of the participating group owns a different share of the array, sized to meet each member's electricity needs. The members form a nonprofit association, similar to a homeowners association, to manage the project.

In this case, the proprietors of Crystal Spring Farm, Seth Kroeck and Maura Bannon, are providing the site. As the largest electricity user, they also will own the largest share (44%) of the project. They have two CMP accounts, which count as two of the nine accounts allowed by the PUC. The other seven members will own shares ranging from 3-14% of the project. Kroeck/Bannon lease the farm property from the Brunswick-Topsham Land Trust (BTLT). The land trust is a consenting working partner in this project only.

Participants

The participants and their roles, therefore, are as follows:

- Seth Kroeck and Maura Bannon, the proprietors of Crystal Spring Farm, are offering the site and will own the largest share of the solar array.
- Legally, each of the participating members will own an undivided share in the total project, in accordance with each member's investment share and electricity needs. The members have formed the Crystal Spring Farm Community Solar Association, a nonprofit corporation to manage the project.
- Kroeck/Bannon have entered into a host site lease with the association, so the association (and its members) have the right to build and manage the project.
- Kroeck/Bannon have leased the farmland from the Brunswick-Topsham Land Trust, so as the fee owner of the land the BTLT has entered into the host site lease to consent to the project.
- ReVision Energy, LLC has been selected by the Town of Brunswick for the Solarize Brunswick initiative, and also by the members of the association, as the installer of the project.
- ReVision Energy will own the project during construction only. Upon completion of the project it will be turned over to the eight members of the association, each of whom will receive a Bill of Sale for his/her share of the project. As the owner during construction, ReVision Energy has applied for the Special Use permit, by mutual agreement, on behalf of the eventual owner/members, Crystal Spring Farm, and the BTLT.
- As noted, the association will manage the project once it is installed and accepted by its members. Thus the members, through the association, will be responsible for insurance, maintenance, and eventual removal of the project, at the end of its useful life. A list of association members is included in the supporting materials filed with the Special Permit application.

Project Physical Characteristics

A site plan, various schematics, and related drawings are included with the application. Please refer to these materials. The array will be located in pastureland at Crystal Spring Farm, on the south side of Pleasant Hill Road, near the intersection of Pleasant Hill Road and Woodside Road. The photovoltaic panels will be mounted two high in a portrait pattern on a steel racking system.

There will be no concrete or other foundation. The racking system will be attached to steel posts pile-driven into the ground to a depth of about five feet. There will be two rows, separated by about 18 feet. Each row will be about 240 feet long and about 10 feet high. The bottom edge of the panels will be about 3.5 feet off the ground, to facilitate mowing. The panels will be tilted at a 35 degree angle and face south (away from Pleasant Hill Road.) The connection from the array to a nearby power pole on Woodside Road will be underground. Although the solar panels will shed rain, there will be no impervious surface or access road associated with this installation.

There will be no moving parts, and limited maintenance associated with this installation. It will just sit there, quietly producing renewable energy from the sun for an estimated useful life of 30-40 years. The panels will not be shoveled in the winter. Since the panels will face away from Pleasant Hill Road, there will be no glare to distract travelers on this arterial.

The association plans to put some educational materials up about the project, either on the steel racking system or perhaps on a tasteful free-standing display. One purpose of the project is to provide educational materials about the virtues of solar energy and inspire others to convert to this clean, renewable source of electricity.

The array clearly will be associated with Crystal Spring Farm, as a model of how local agricultural producers can "go solar." The participants and the BTLT also are hopeful this may be a replicable model for other rural landowners and land trusts, and the educational materials will provide information of this nature.

Project Impacts and Benefits

The project will have near zero site and local environmental impacts. There will be no access road, no excavation or other ground work, no foundation, no noise, and no moving parts (i.e., this will be a fixed array). The farmland all around the array will be useable as pasture, and the array purposefully has been located to not take up any space on ground suitable for row crops.

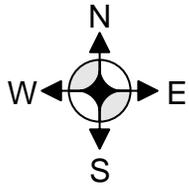
The overall environmental impact is designed to be positive, although admittedly small due to the small scale of the project. The project will eliminate about 100,000 pounds per year of CO₂ that would be produced from fossil fuel generation of this amount of electricity. This is meant to be a leadership project, showing the way toward a “greening” of agricultural and residential electricity use, with accompanying information about what kinds of actions are necessary to mitigate climate change and undertake similar projects.

To summarize some of the potential benefits:

- Support local agriculture in a high-visibility manner, pointing the way to the use of solar power on other farms.
- Lead in the conversion of Crystal Spring Farm to green power, plus the production and use of solar power for the other participants, who otherwise would not have access to it (demonstrate the utility of community solar projects).
- Provide an opportunity to educate people on the value of solar electricity and an example of how to obtain it.
- Fulfill broader community development and environmental educational objectives (e.g., neighbor cooperation and local, small-scale production of electricity).
- Facilitate the acquisition by land trusts of interests in land from landowners who may have an interest in solar electricity generation as a use of their land.
- Provide a leadership example of why it is important to have supportive public policies in Maine for the development of solar electrical energy.
- Be an anchor project to help others realize the full benefits of the Solarize Brunswick initiative.

SLW

Revised 6-21-16



Crystal Spring Farm Community Solar Association – Project Description

SCHEDULE C – Site Map



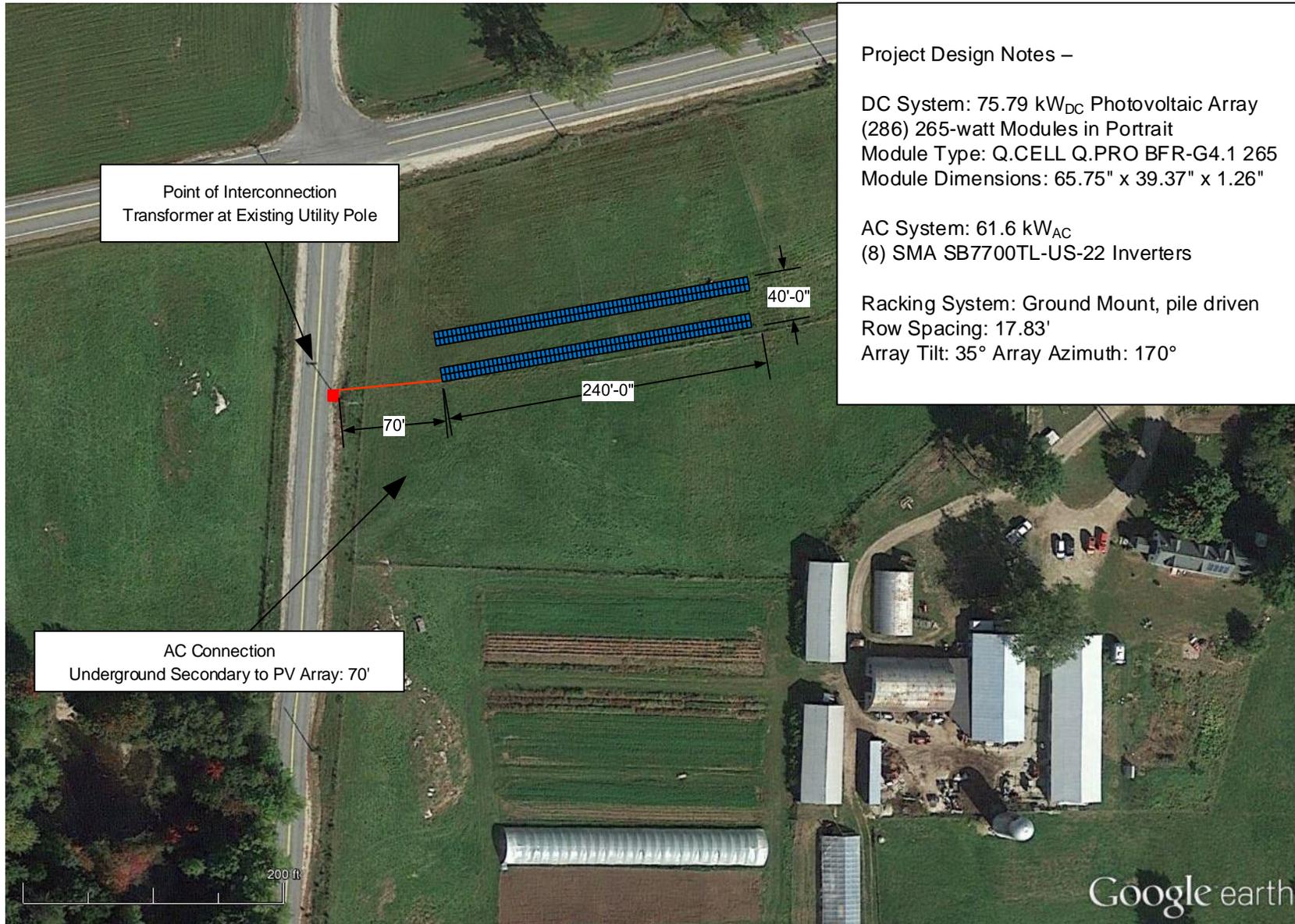
142 Presumpscot Street
 Portland, ME 04103
 (207) 221-6342

Customer Name:

Crystal Spring Farm
 277 Pleasant Hill Rd
 Brunswick, ME 04011

System Type:

Photovoltaic Array



Project Design Notes –

DC System: 75.79 kW_{DC} Photovoltaic Array
 (286) 265-watt Modules in Portrait
 Module Type: Q.CELL Q.PRO BFR-G4.1 265
 Module Dimensions: 65.75" x 39.37" x 1.26"

AC System: 61.6 kW_{AC}
 (8) SMA SB7700TL-US-22 Inverters

Racking System: Ground Mount, pile driven
 Row Spacing: 17.83'
 Array Tilt: 35° Array Azimuth: 170°

Designed by: LB

Date: February 23, 2016

SITE MAP

SHEET A01

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This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.



Community Solar Farms

Cost-effective clean energy for your community

Technical Considerations for Community Solar Farm Sites



142 Presumpscot Street
Portland, ME 04103
(207) 221-6342

Project Information

Crystal Spring Farm
277 Pleasant Hill Rd
Brunswick, ME 04011

System Type:

Community Solar Farm,
Photovoltaic Array

Drawing Name:

Cover Page

Page: 1 of 8
Drawn By: L. Brostek
Date: August 13, 2015
Rev. Number: 0

Project Design Notes:

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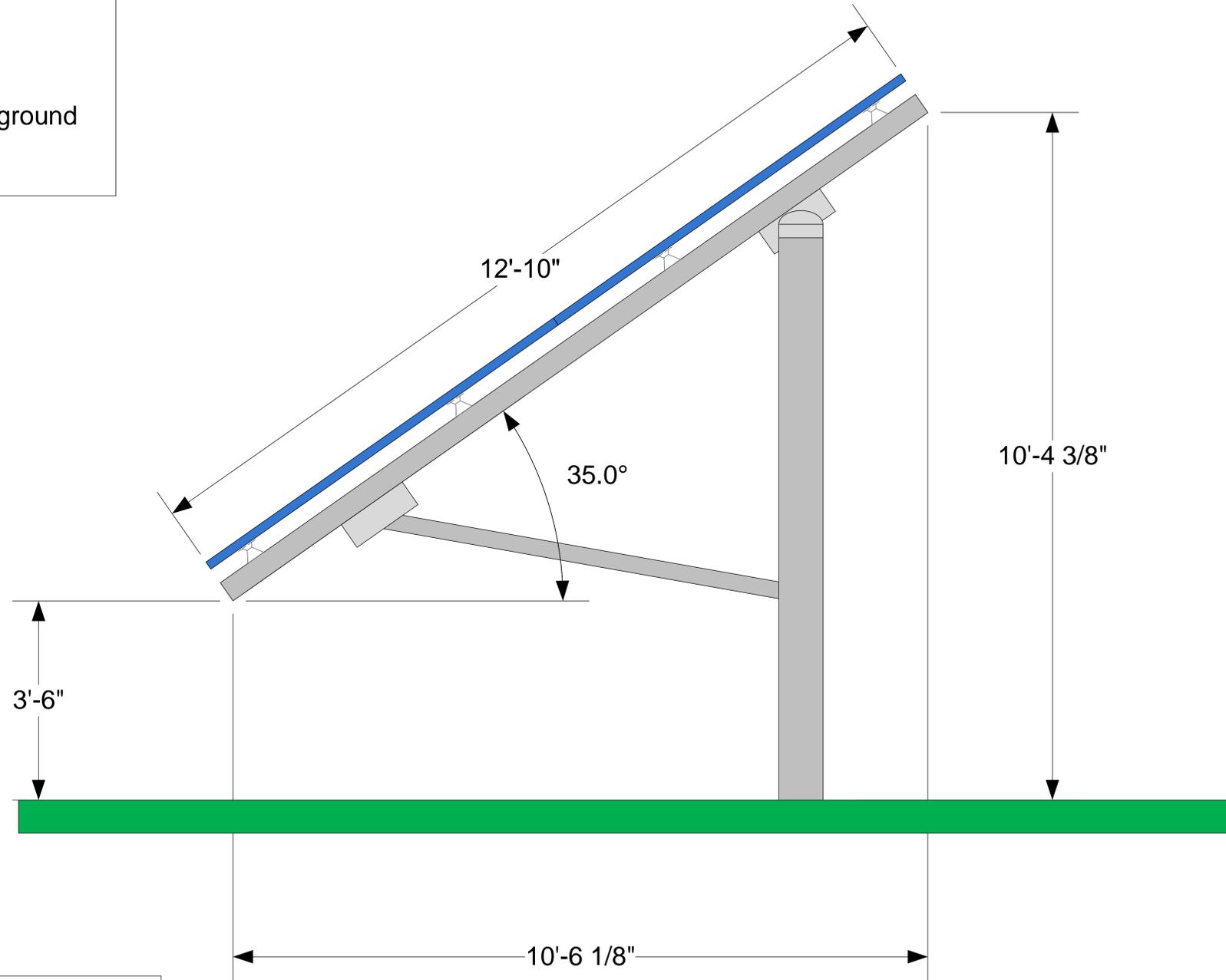
This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.

Professional Engineer Stamp of Approval:

Dimensions of Photovoltaic Array, Ground Mount Racking System, Side View:

Key Design Elements:

- South-facing (180° True)
- Array Tilt of 35°
- Leading Edge, 3'-6" from ground
- Driven Posts



72-Cell Photovoltaic Module:

- ReneSola 310W
- Model No. JC310M-24/Ab
- Dimensions 77.01" x 39.06" x 1.57"



142 Presumpscot Street
 Portland, ME 04103
 (207) 221-6342

Project Information

Crystal Spring Farm
 277 Pleasant Hill Rd
 Brunswick, ME 04011

System Type:

Ground Mount Photovoltaic Array

Drawing Name:

Ground Mount Profile

Page: 6 of 8
 Drawn By: L. Brostek
 Date: August 13, 2015
 Rev. Number: 0

Project Design Notes:

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This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.

Professional Engineer Stamp of Approval:

Inter-row Spacing Requirement (Shadow Distance):

To eliminate shading during peak sun hours, distance between rows shall be a minimum of **17'-4"** from the top of the front panel to the bottom of the back panel. Shading calculations are based on the sun's position and altitude angle over New England on Winter Solstice (21 December).



142 Presumpscot Street
Portland, ME 04103
(207) 221-6342

Project Information

Crystal Spring Farm
277 Pleasant Hill Rd
Brunswick, ME 04011

System Type:

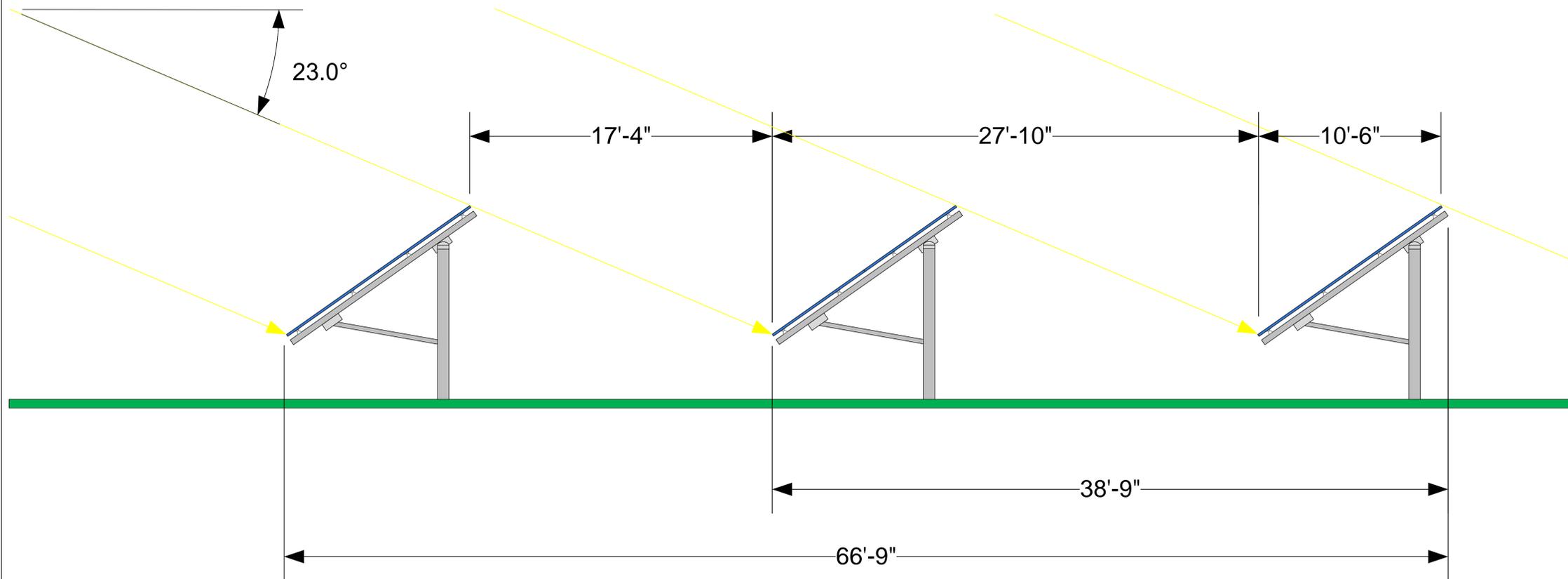
Ground Mount Photovoltaic Array

Drawing Name:

Inter-Row Spacing

Page: 7 of 8
Drawn By: L. Brostek
Date: August 13, 2015
Rev. Number: 0

Project Design Notes:



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Professional Engineer Stamp of Approval:



Professional design, installation and service of solar energy systems

Crystal Spring Farm Community Solar Association Project Description

February 23, 2016



Schedule A: Membership Information

Schedule B: Scope of Work

Schedule C: Site Map

Schedule D: One Line Drawing

Schedule E: Projected 10-Year Budget

Schedule F: Helioscope Production Estimate

Schedule G: Manufacturer's Warranties

91 West Main Street
Liberty, ME 04949

(207) 589-4171

142 Presumpscot Street
Portland, ME 04103

(207) 221-6342

14 Dixon Ave
Concord, NH 03301

(603) 415-0151

7 Commercial Drive
Exeter, NH 03833

(603) 679-1777

Schedule A- Member Information Sheet
Crystal Spring Farm CSA

<u>Name</u>	<u>Ownership Status</u>	<u>Name on CMP Bill</u>	<u>Address</u>	<u>CMP Account Number</u>	<u>Email</u>	<u>Phone</u>	<u>Pymt</u>	<u>kW</u>	<u>Share %</u>	<u>Share Price</u>	<u>Solarize Discount</u>	<u>Discounted Share Price</u>
Seth Kroeck (& Maura Bannon) Pole/Barn	JWTROS	Seth D Kroeck	277 Pleasant Hill Road, Brunswick, ME 04011	514-033-0143-015	seth@crystalspringcsa.com	207-729-1112	Cash	24.640	32.510%	\$97,715	\$2,957	\$94,758
Seth Kroeck (& Maura Bannon) Farmhouse	JWTROS	Seth D Kroeck	277 Pleasant Hill Road, Brunswick, ME 04011	514-045-7115-002	seth@crystalspringcsa.com	207-729-1112	Cash	8.733	11.523%	\$34,633	\$1,048	\$33,585
Steven L Weems (& Susan)	JWTROS	Steven L Weems	44 Thompson Street, Brunswick, ME 04011	514-003-6183-014	slweems@gmail.com	207-729-7624	Cash	8.421	11.111%	\$33,396	\$1,011	\$32,385
Thomas Rumpf (& Annee Tara)	JWTROS	Thomas A Rumpf	34 Belmont Street, Brunswick, ME 04011	514-003-4399-015	trumpf@tnc.org	207-725-1249	Cash	4.678	6.173%	\$18,554	\$561	\$17,993
James & Jane Nichols-Ecker	JWTROS	James W Ecker	67 Simpson's Point Road, Brunswick, ME 04011	514-001-3642-012	jecker67@gmail.com	207-729-0926	Cash	4.990	6.584%	\$19,790	\$599	\$19,191
David Vail (& June)	JWTROS	David Vail	1 Oakland Street, Brunswick, ME 04011	514-003-4897-015	dvail@bowdoin.edu	207-729-0879	Cash	2.495	3.292%	\$9,895	\$299	\$9,596
Cathy Fogler (& Bruce Ketchum)	JWTROS	Catherine M Fogler	17 Barrows Street, Brunswick, ME 04011	514-003-6130-012	fogket@gmail.com	207-729-4275	Cash	4.367	5.761%	\$17,317	\$524	\$16,793
Michael Cain (& Debra VamVikites)	JWTROS	Michael L Cain	321 Woodside Road, Brunswick, ME 04011	514-042-6649-003	mccain@bowdoin.edu	207-504-4594	Cash	14.347	18.930%	\$56,897	\$1,722	\$55,175
Peter Simmons (& Charlotte Agell)	JWTROS	Peter J Simmons	39 Columbia Avenue, Brunswick, ME 04011	514-003-5621-018	peter@bowdoinfestival.org	207-729-4546	Cash	3.119	4.115%	\$12,369	\$374	\$11,995
								75.790	100.000%	\$300,566	\$9,095	\$291,471



Professional design, installation and service of solar energy systems

**Crystal Spring Farm Community Solar Association
Project Description
Schedule B: Scope of Work**

Project Location: 277 Pleasant Hill Road, Brunswick, ME 04011 as shown on site map in Schedule C.

Size: 75.79 kilowatts (kW)

Estimated Electrical Generation: 101,574 kilowatt hours (kWh)

Scope of Work. The scope of work for this project shall include the following:

1.1 Solar Farm. ReVision Energy shall provide all labor, materials and equipment for the construction of the above-named Solar Farm, to include:

- (286) QCell 265-watt, photovoltaic modules, or equivalent with 12-year workmanship warranty and 25-year manufacturer's warranty;
- (8) SMA 7700TL-US inverter, or equivalent, with integrated utility disconnects and Revenue Grade Metering and 10-year manufacturer's warranty;
- Solar Log 350 & GE Meter, with 10-year data cellular plan and Solar Log Web Monitoring Services;
- Site preparation and clean up;
- All materials necessary to mount and wire the solar electric system. This includes all disconnects, fusing, and metering to meet both the National Electrical Code and the NABCEP certification;
- Professional installation by ReVision Energy's Master Electrician and NABCEP certified solar technicians;
- Copies of all warranties and product manuals;
- One-time training to one or more Solar Farm members to operate and monitor the system, and to review the measurement and allocation of energy credits by the local utility.

1.2 Utility Interconnection and Permitting. ReVision Energy shall be responsible for managing and fees for the utility interconnection, to include:

- Application to the local utility for installation of a new electrical meter;
- Installation of a new, stand-alone electrical service for the solar farm;
- Interconnection and impact fees required to interconnect the solar farm to the utility electric grid;

91 West Main Street
Liberty, ME 04949

(207) 589-4171

142 Presumpscot Street
Portland, ME 04103

(207) 221-6342

14 Dixon Ave
Concord, NH 03301

(603) 415-0151

7 Commercial Drive
Exeter, NH 03833

(603) 679-1777



Professional design, installation and service of solar energy systems

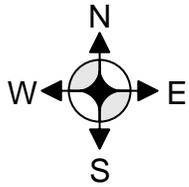
- Management of state and utility rebate applications and interconnection standards;
- Management of utility net energy billing application;
- Application fees for utility, state and local permits;

1.3 ReVision Warranty Coverage.

- 1.3.1 For a period of five (5) years following installation, ReVision Energy will repair, at no cost to the customer, equipment sold to the customer by ReVision Energy in accordance with the terms of the equipment manufacturer's warranty. Thereafter, ReVision Energy shall service warranties of manufacturers of equipment sold to the customer by ReVision Energy but the customer shall be responsible to pay the cost of ReVision Energy's labor.
- 1.3.2. For a period of five (5) years following installation, ReVision Energy warrants its workmanship supplied in connection with equipment purchased from, and installed by ReVision Energy. The customer shall pay the cost of ReVision Energy's labor to service or repair equipment purchased from a supplier other than ReVision Energy.
- 1.3.3. The customer shall be responsible to pay any costs other than labor to service or repair equipment installed by Revision Energy including, but not limited to, shipping charges in connection with parts that are not covered by the manufacturer's warranty.
- 1.3.4. The customer shall be responsible to pay all costs, including those for labor, equipment and materials, incurred by ReVision Energy to repair or service equipment purchased from us, but installed by others.

1.4 Exclusions. The following work shall be performed by others and shall be expressly excluded from the scope of work for this project:

- Fees associated with an energy audit that may be required in order to qualify for state rebate or other incentive programs;
- Repair or replacement of damaged existing site conditions;
- Framing, supporting or any structural upgrades to roof or building;
- Site work (including trenching) unless specifically outlined in scope of work.



Crystal Spring Farm Community Solar Association – Project Description

SCHEDULE C – Site Map



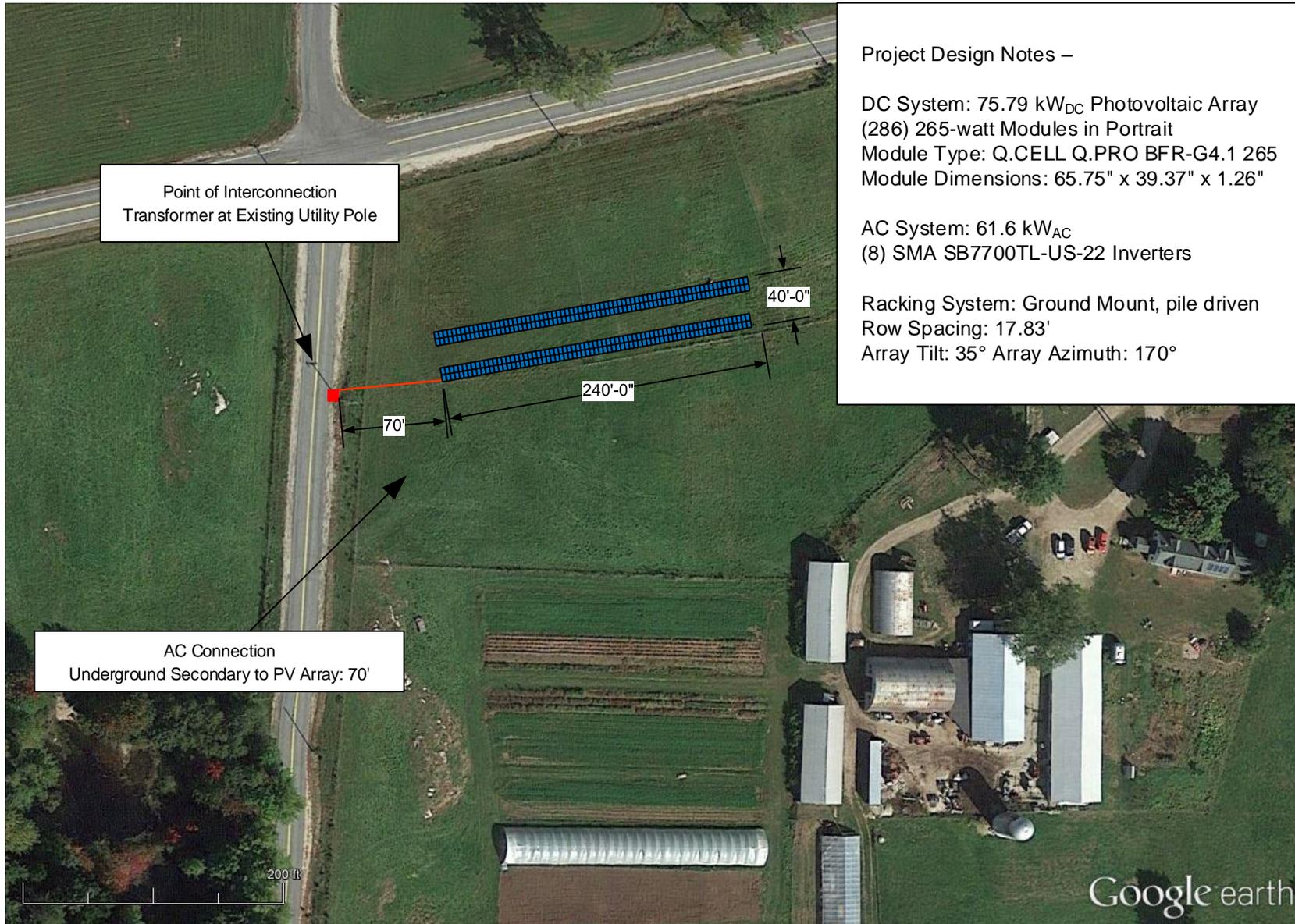
142 Presumpscot Street
 Portland, ME 04103
 (207) 221-6342

Customer Name:

Crystal Spring Farm
 277 Pleasant Hill Rd
 Brunswick, ME 04011

System Type:

Photovoltaic Array



Project Design Notes –

DC System: 75.79 kW_{DC} Photovoltaic Array
 (286) 265-watt Modules in Portrait
 Module Type: Q.CELL Q.PRO BFR-G4.1 265
 Module Dimensions: 65.75" x 39.37" x 1.26"

AC System: 61.6 kW_{AC}
 (8) SMA SB7700TL-US-22 Inverters

Racking System: Ground Mount, pile driven
 Row Spacing: 17.83'
 Array Tilt: 35° Array Azimuth: 170°

Designed by: LB

Date: February 23, 2016

SITE MAP

SHEET A01

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This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.

Crystal Spring Farm Community Solar Association – Project Description

Schedule D – One-Line Diagram



142 Presumpscot Street
Portland, ME 04103
(207) 221-6342

Customer Name:

Crystal Spring Farm
277 Pleasant Hill Rd
Brunswick, ME 04011

System Type:

75.79 kW_{DC}
Photovoltaic Array

Designed by: LB

Date: February 23, 2015

ONE-LINE DIAGRAM

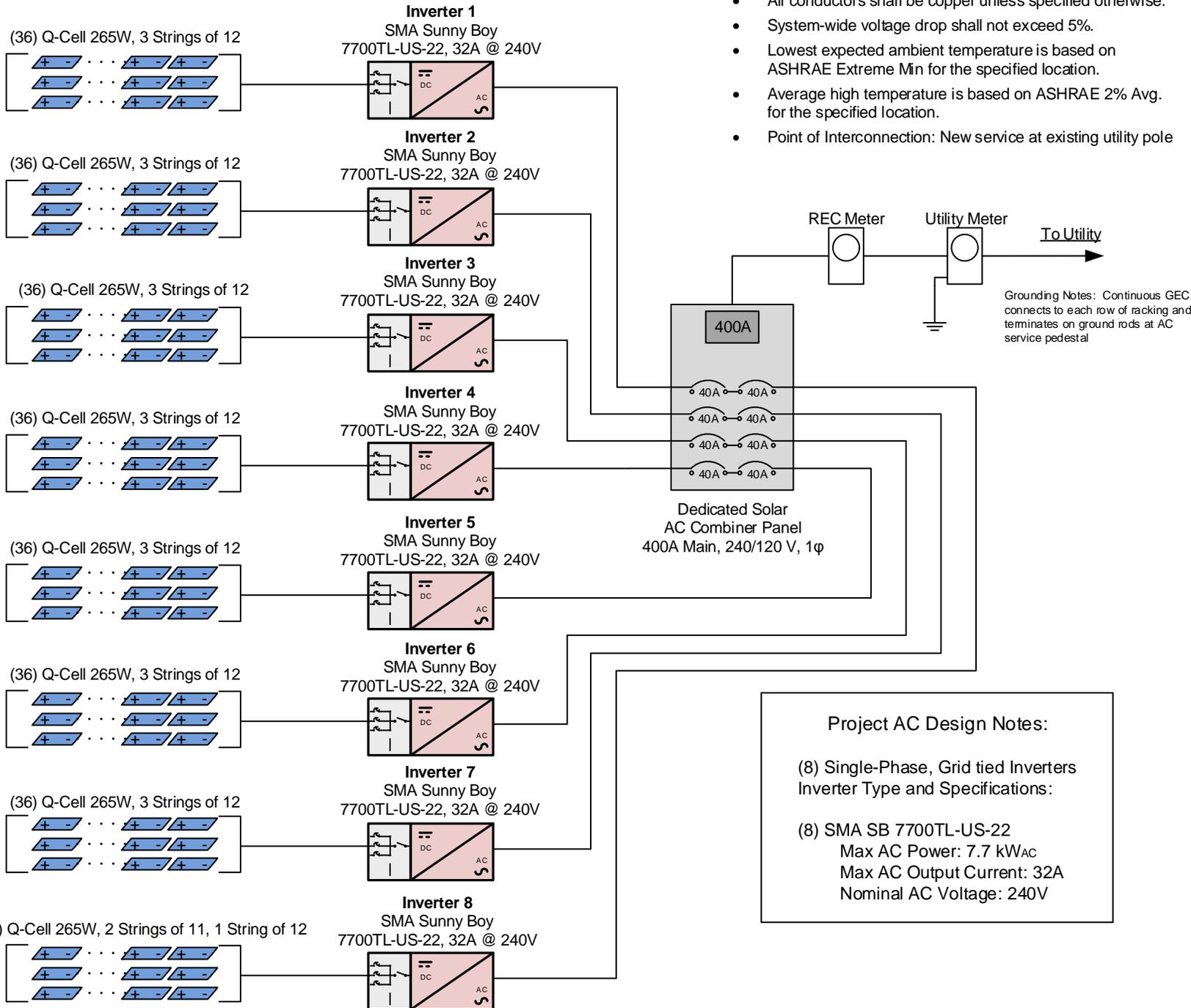
SHEET E01

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This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.

Electrical Design Notes

- All conductors shall be copper unless specified otherwise.
- System-wide voltage drop shall not exceed 5%.
- Lowest expected ambient temperature is based on ASHRAE Extreme Min for the specified location.
- Average high temperature is based on ASHRAE 2% Avg. for the specified location.
- Point of Interconnection: New service at existing utility pole



Project AC Design Notes:

(8) Single-Phase, Grid tied Inverters
Inverter Type and Specifications:

(8) SMA SB 7700TL-US-22
Max AC Power: 7.7 kW_{AC}
Max AC Output Current: 32A
Nominal AC Voltage: 240V

Crystal Spring Farm CSF
Project Description, Schedule E
Projected 10-Year Operating Budget

Project Parameters	
75.79 kW	
101,574 kWh	
1340.2 kWh/kW	
0.50% Derate Factor	
10 # of Years RECs sold	

Operating Budget	Rate		CSF Total	\$/1 kW Share
	Variable	Fixed		
INCOME				
REC Sales (\$/MWH)	\$ 30.00		\$3,047	\$40.21
<i>(sale of RECs minted in Y1 become available in Y2, etc.)</i>				
Total Income			\$3,047	\$40.21
EXPENSES				
Real Estate Property Tax	\$ 360.00			\$4.75
Real Estate Property Tax Escalator	2%			
Landowner lease payments (\$/year)		\$ 1.00	\$1	\$0.01
Insurance (general liability)		\$ 1,000.00	\$1,000	\$13.19
Insurance (property)		\$ 925.00	\$925	\$12.20
Electric Meter		\$ 180.00	\$180	\$2.37
Registration Fees (ME Sec of State)		\$ 40.00	\$40	\$0.53
Subtotal Expenses			\$2,146	\$28.32
Net Operating Budget			\$901	\$11.89

Cumulative

OPTIONAL EXPENSES	Total	\$/kW Share
Annual Inspection & Report	\$ 400	\$ 5.28
Director and Officer Insurance	\$ 750	\$ 9.90
Reserve Fund		
CSF Administration	Shop Rate (\$75/hr in 2015)	
CSF Training (additional)	Shop Rate (\$75/hr in 2015)	
Subtotal Optional Expenses	\$ 1,150	\$ 15.17

* REC prices subject to market variations.

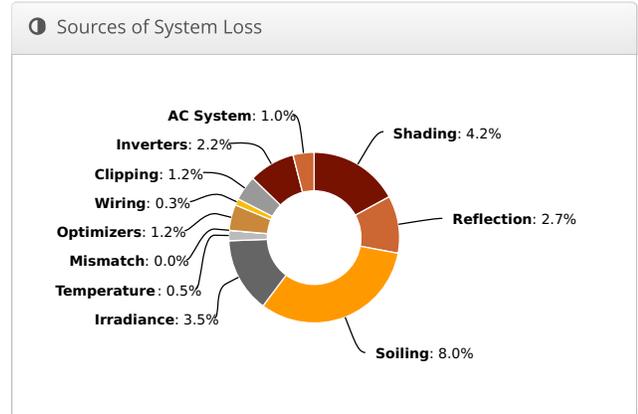
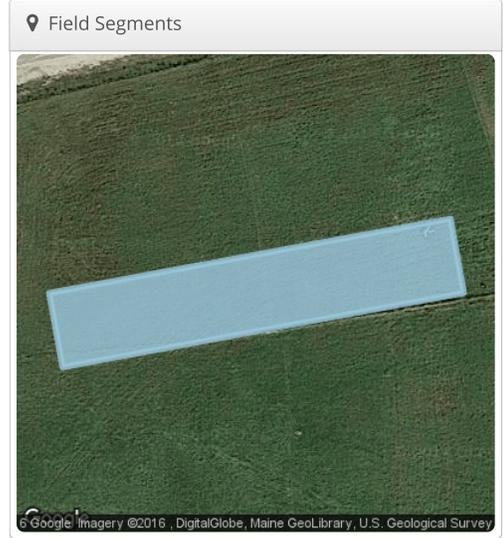
Projected Annual Budget per 1 kW/Share										
1	2	3	4	5	6	7	8	9	10	
\$0.00	\$40.21	\$40.00	\$39.80	\$39.61	\$39.41	\$39.21	\$39.01	\$38.82	\$38.63	
\$0.00	\$40.21	\$40.00	\$39.80	\$39.61	\$39.41	\$39.21	\$39.01	\$38.82	\$38.63	
\$4.75	\$4.84	\$4.94	\$5.04	\$5.14	\$5.24	\$5.35	\$5.46	\$5.57	\$5.68	
\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
\$13.19	\$13.19	\$13.19	\$13.19	\$13.19	\$13.19	\$13.19	\$13.19	\$13.19	\$13.19	\$13.19
\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20
\$2.37	\$2.37	\$2.37	\$2.37	\$2.37	\$2.37	\$2.37	\$2.37	\$2.37	\$2.37	\$2.37
\$0.53	\$0.53	\$0.53	\$0.53	\$0.53	\$0.53	\$0.53	\$0.53	\$0.53	\$0.53	\$0.53
\$33.07	\$33.16	\$33.26	\$33.36	\$33.46	\$33.56	\$33.66	\$33.77	\$33.88	\$33.99	
\$33.07	\$7.05	\$6.75	\$6.45	\$6.15	\$5.85	\$5.55	\$5.24	\$4.94	\$4.63	
	\$26.02	\$13.79	\$13.20	\$12.60	\$12.00	\$11.39	\$10.79	\$10.18	\$9.57	



Crystal Spring Farm CSA (75.79) Crystal Spring Farm CSF, 277 Pleasant Hill Rd Brunswick, ME 04011

Report	
Project Name	Crystal Spring Farm CSF
Project Address	277 Pleasant Hill Rd Brunswick, ME 04011
Prepared By	Lukas Brostek luke@revisionenergy.com

System Metrics	
Design	Crystal Spring Farm CSA (75.79)
Module DC Nameplate	75.8 kW
Inverter AC Nameplate	61.0 kW Load Ratio: 1.24
Annual Production	101.6 MWh
Performance Ratio	78.4%
kWh/kWp	1,340.2
Weather Dataset	TMY, PORTLAND, NSRDB (tmy2)
Simulator Version	153 (443094f0ad-ea93f843ef-fce6caf820-00aa14f623)





⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m ²)	Annual Global Horizontal Irradiance	1,440.9	
	POA Irradiance	1,708.3	18.6%
	Shaded Irradiance	1,636.4	-4.2%
	Irradiance after Reflection	1,592.5	-2.7%
	Irradiance after Soiling	1,465.7	-8.0%
	Total Collector Irradiance	1,465.7	0.0%
Energy (kWh)	Nameplate	112,159.2	
	Output at Irradiance Levels	108,235.8	-3.5%
	Output at Cell Temperature Derate	107,711.5	-0.5%
	Output After Mismatch	107,711.4	0.0%
	Optimizer Output	106,410.6	-1.2%
	Optimal DC Output	106,083.6	-0.3%
	Constrained DC Output	104,845.4	-1.2%
	Inverter Output	102,581.0	-2.2%
		Energy to Grid	101,571.0
Temperature Metrics			
	Avg. Operating Ambient Temp		10.7 °C
	Avg. Operating Cell Temp		17.7 °C
Simulation Metrics			
	Operating Hours		4719
	Solved Hours		4719

☁ Condition Set												
Description	Condition Set											
Weather Dataset	TMY, PORTLAND, NSRDB (tmy2)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Horizon Profile	Resource Conservation CSF - Horizon File.hor											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	14.4	31.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	26.1
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	3.00%											
Module Characterizations	Module								Characterization			
	Q.PRO BFR-G3 265 (2015) (Hanwha Q Cells)								Default Characterization, PAN			
Component Characterizations												
Device								Characterization				
SE7600A-US (240V) (SolarEdge)								Default Characterization				
P300 (SolarEdge)								Mfg Spec Sheet				

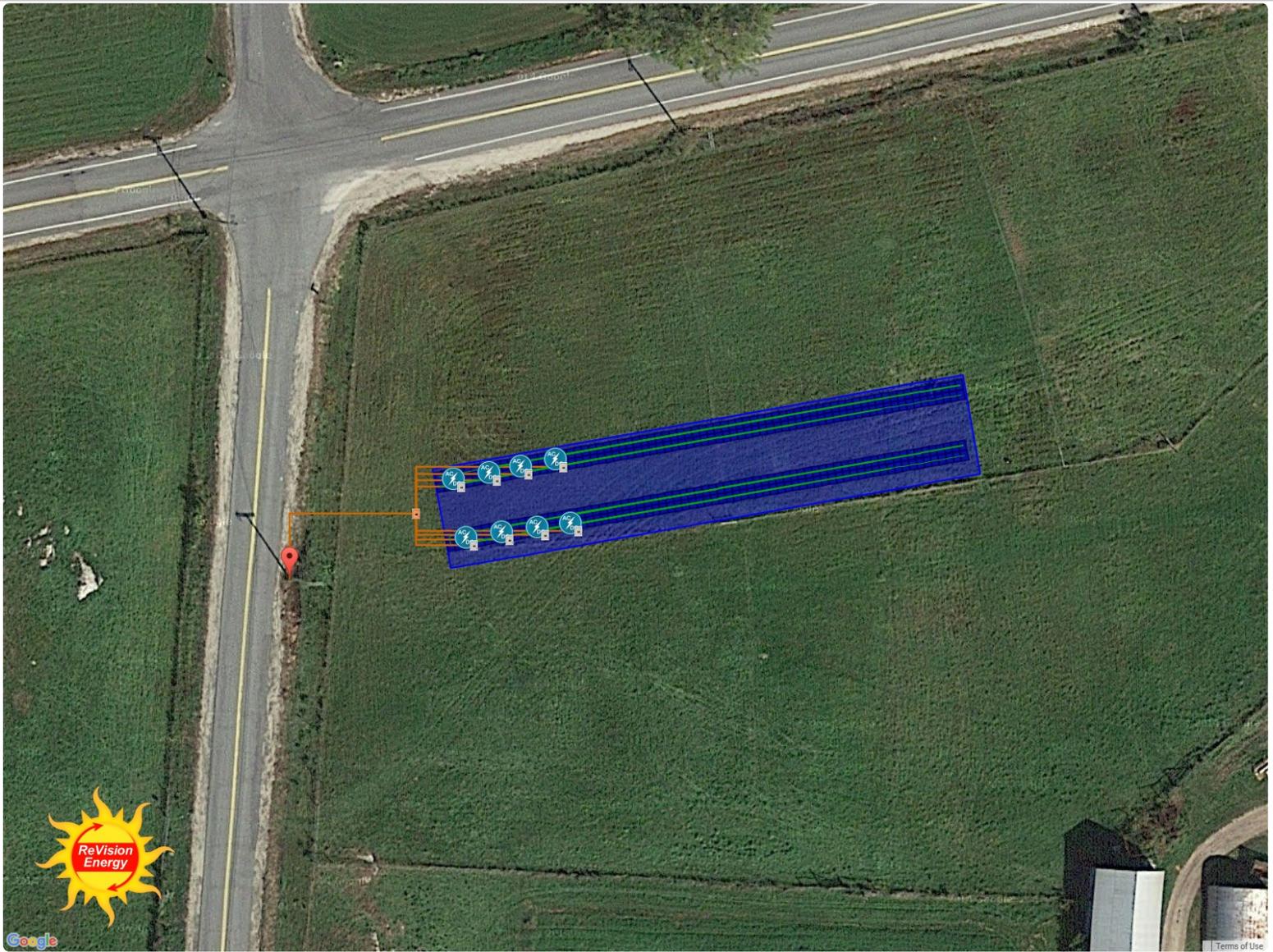
📦 Components		
Component	Name	Count
Inverter	SE7600A-US (240V) (SolarEdge)	8 (61.0 kW)
AC Panel	8 input Panel	1
Combiner	1 pole Combiner	8
Combiner	3 pole Combiner	8
AC Home Run	6 AWG (Copper)	8 (954.8 ft)
AC Home Run	4/0 AWG (Copper)	1 (170.6 ft)
Strings	10 AWG (Copper)	24 (4,313.2 ft)
Optimizers	P300 (SolarEdge)	286
Module	Q.PRO BFR-G3 265 (2015) (Hanwha Q Cells)	286

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	4	12	Along Racking

🏠 Field Segments								
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules
Field Segment 2	Fixed Tilt	Vertical (Portrait)	35°	170°	17.8 ft	2x1	143	286



Detailed Layout



Crystal Spring Farm Community Solar Association Site Lease Agreement

This Site Lease Agreement ("**Agreement**") is made and entered into by Crystal Spring Farm Community Solar Association (hereinafter the "Association"), and Seth Kroeck and Maura Bannon, collectively the "Host" listed below, each of which may be referred to herein individually as a "Party" or collectively as the "Parties." The Host has leased land on which a solar photovoltaic electric generation property (the "**System**") will be located from the Brunswick-Topsham Land Trust ("BTLT" or the "Trust"), which is consenting to the Host to enter into this Agreement pursuant to its lease with the Host.

Association	Crystal Spring Farm Community Solar Association 44 Thompson Street, Brunswick, ME 04011	Host	Seth Kroeck and Maura Bannon 277 Pleasant Hill Road Brunswick, Maine 04011
-------------	---	------	--

ASSOCIATION MEMBERSHIP

The members of Crystal Spring Farm Community Solar Association are listed in the attached Exhibit A.

SITE

The Site is described in the attached Exhibit B.

NOTICES

Except as otherwise provided for herein, all notices or other communications under this Agreement shall be delivered pursuant to Section 13 and shall be addressed as follows:

Association Contact	Steven Weems	Host Contact	Seth Kroeck
Phone	207-725-7282	Phone	207-729-1112
Email	slweems@gmail.com	Email	seth@crystalspringcsa.com
Address	44 Thompson Street Brunswick, ME 04011	Address	277 Pleasant Hill Road Brunswick, Maine 04011

RECITALS

Host is the lessee, pursuant to a long-term ground lease with the Trust, of certain real property referenced above (the "**Site**").

The Association wishes to (i) enable its Members to install, own, access, operate, maintain, repair, replace, and dispose of a solar photovoltaic electric generation property (the "**System**"), and control the growth of vegetation impacting the performance of the System, which System will be located on a portion of the Site for the purpose of generating electricity for use by the Members of the Association pursuant to a separate Net Energy Billing Contract between the Association and the UTILITY (the "**NEB Contract**"), and (ii) perform all of the Association's obligations set forth in the NEB Contract and (iii) to enforce all of Association's rights set forth in the NEB Contract (the "**Purpose**").

Host desires to make a portion of the Site available to the Association for this Purpose.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained in this Agreement, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. Lease. Host does hereby lease the above described Site for the Term defined in Section 2 to the Association and to the Association's agents, employees and contractors. Host provides an irrevocable, non-exclusive lease to access and use certain portions of the Site described above for the Purpose and to the extent that others have access and use of the Site, Host warrants that such access and use shall not adversely or materially affect the Association's rights. The Association may record a memorandum of this Agreement.
2. Term, Renewal and Removal. The Parties' rights and obligations under this Agreement are expressly conditioned upon the full execution of the NEB Contract and shall commence on the Effective Date of the NEB Contract. The initial term of this Agreement shall be thirty (30) years.
 - (a) Renewal. As long as the Association is not in default under this Lease beyond the applicable cure period, if any, at the time of the exercise, Host hereby grants the Association two (2) options to extend the initial term of this lease for an additional period of five years each (the "Options") on the same terms, covenants, and conditions of this Lease. The Association will exercise each Option, if at all, by giving the Host written notice (the "Option Notice") at least ninety (90) days before the expiration of the Initial Term, or Option period then in effect. The initial term and all renewal terms are referred to herein as the "Term."
 - (b) Holdover. Any holding over by the Association beyond the Term is prohibited without the prior written approval of the Host. Upon expiration of this lease at the end of the Term or if the Association fails to give the notice required by Section 2(a) above, if the Host and Association are unable to agree upon the terms of a new lease, then the provisions of Section 2(c) below regarding removal shall apply. If the Association is obligated under this section to remove the System and fails to do so within the time prescribed, then the Association shall be in default and the Host, after notice of default and expiration of the applicable cure periods set forth in Section 10(a) below, may remove the System at the Association's cost.
 - (c) Removal. Upon termination of this lease, the Association shall cause its members to remove the System and return the Property to Host in substantially the same condition as it existed prior to construction, except that the Association shall not be required to remove any equipment or improvements located underground. Such removal shall be completed within ninety (90) days following the expiration of the Term of this lease, during which time the Association shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.
3. Consideration. The Association agrees to pay Host an annual lease fee as specified in Exhibit C attached hereto.
4. Access. Host represents and warrants that the Site is accessible via public streets and existing drive over land of Landowner. Host hereby grants Association, its agents, employees and assigns, easements over, across, and through the Site for the Purpose, including, but not limited to, an easement for pedestrian and vehicular access the site from the public street and an easement to install, maintain, repair and replace such above and below ground utility lines and conduits as are reasonably necessary to achieve the Purpose. Host also acknowledges the System has broad agricultural farm benefits, plus additional community leadership and educational purposes, and reasonable access to the Site to fulfill these purposes shall be permitted. Notwithstanding its access rights to the Site, the Association agrees that it shall not otherwise unreasonably interfere with the use of the Property by the Host or the Trust.
 - (a) Coordination of Access. Association's activities shall not unreasonably interfere with Host's and Trust's normal business activities, which include, but are not limited to, haying and farming related activity and the Parties will cooperate to establish reasonable policies and procedures to coordinate ongoing maintenance, repair and operation of the System required under the NEB Contract.
 - (b) Solar Access. Host understands that unobstructed access to sunlight ("**Insolation**") is essential to Association's performance of its obligations and a material term of this Agreement. Host shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation.

5. System Ownership. The Association Members are the legal and beneficial owners of the System. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code, and shall not be deemed a part of, or fixture to, the Site. Host agrees that Association has the right to file a UCC-1 financing statement, a fixture filing or any other form of notice permitted by Law in the jurisdiction where the System is located confirming that Association owns the System. Host, as lessee of the Site, will obtain any necessary consent from the owner and confirm receipt of consent upon request of the Association.
6. System & Site Maintenance. The Association shall be responsible for maintenance of the solar equipment, including but not limited to the solar panels and their support structure, the inverter, the underground connection to the electricity grid, and related equipment. The Host shall be responsible for mowing around the System and maintaining reasonable access to it.
7. Estoppel and Subordination.
 - (a) Estoppel. Host and Association each agree, within ten (10) days after a request by the other Party, to execute and deliver to the requesting party a statement, in writing, certifying (if such be the case) (i) that this Agreement is in full force and effect, (ii) the date of commencement of the Term, (iii) that there are no uncured defaults by the other Party or, if such defaults are claimed, stating the facts giving rise thereto, (iv) the Association and/or its members own the solar array as personal property and (v) other similar matters as may be reasonably requested by the other Party or its financing party, mortgagees or prospective mortgagees.
 - (b) Subordination. Host represents to Association that the Site is not subject to any mortgages, deeds of trust, other security instruments conditions or restrictions (collectively, "**Superior Interests**") other than those Host disclosed in writing prior to the Effective Date of this Agreement. If Host desires to subject the Site to a Superior Interest after the Effective Date of this Agreement, Host shall notify the Association in advance in writing and shall obtain a non-disturbance agreement reasonably satisfactory to the Association from the holder of any such Superior Interest that shall provide that, in the event of any proceedings brought for the enforcement of any Superior Interest, the Association shall, upon demand by the Superior Interest holder but subject to the Association's rights of non-disturbance, attorn to and recognize such Superior Interest holder as Host under this Agreement. The Association acknowledges that this Agreement is subordinate to the Host's long-term ground lease and that the Agreement shall be subject to the terms and conditions of, and interpreted consistently with, the Host's long-term ground lease and any conflict in interpreting the terms of the two leases shall be resolved in favor of the underlying long-term ground lease.
7. Indemnification. To the fullest extent permitted by law, Host shall indemnify, defend, protect, save and hold harmless the Association, the Association's financing parties, and their respective affiliates, employees, officers, directors, members, partners, shareholders, agents, successors and assigns (the "**Association Parties**") from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from (i) Host or Host's agents', representatives', vendors' or employees' actions, negligence, or willful misconduct or (ii) Host's failure to comply with any of the terms of this Agreement; provided, that nothing herein shall require Host to indemnify Association for its own gross negligence or willful misconduct. The provisions of this paragraph shall survive the termination or expiration of this Agreement.
8. Environmental Indemnification. Association is not liable for any past, present or future contamination or pollution or breach of environmental laws, if any, relating to the Site and the land beneath the Site. Accordingly, to the fullest extent permitted by law, Host agrees to assume full responsibility for and shall indemnify, defend and hold harmless the Association Parties from any and all liability or cleanup obligations for any contamination or pollution or breach of environmental laws related to the Site and the land below the Site, except to the extent deposited, spilled or otherwise directly caused by Association of any of its contractors or agents. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

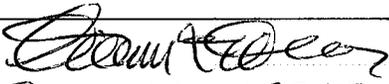
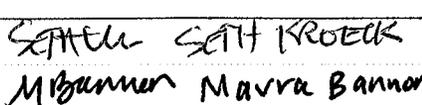
9. Limitation of Liability. WITH THE EXCEPTION OF THIRD PARTY CLAIMS ARISING UNDER SECTION 7, ANY CLAIMS ARISING UNDER SECTION 7 AND ANY CLAIM BASED ON THE FRAUD OR WILLFUL MISCONDUCT OF EITHER PARTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.
10. Default. The occurrence of any of the following shall be an event of default under this Agreement (each, an “**Event of Default**”):
- (a) Failure to Perform Material Obligations. Failure of a Party to perform any material obligation under this Agreement and such failure continues for a period of fifteen (15) days from such Party’s receipt of written notice from the other Party; provided, however, that if such failure to perform a material obligation is not capable of being cured within fifteen (15) days from receipt of written notice, then such period shall be extended, provided that the defaulting Party commences to cure such failure within thirty (30) days and thereafter diligently continues to cure such failure to completion.
 - (b) Property Rights of Host. Host loses its right to occupy and use any portion of the Site and which the Association determines materially affects its property interest and intended purpose.
 - (c) Default. The Association is in default under the NEB CONTRACT, after the expiration of any applicable notice periods and cure rights, if any.
 - (d) Unauthorized Transfer by Host. Host assigns or transfers its rights and obligations under this Agreement in violation of s.12(a).
 - (e) Bankruptcy Event. Either Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect.
 - (f) Subordination. Host fails to comply with Section 6(b) of this Agreement.
11. Remedies. Upon the occurrence of an Event of Default by a Party, and the expiration of any applicable cure and notice periods, the non-defaulting Party may terminate this Agreement by providing written notice to the defaulting Party. Other than those damages exempted under Section 9, the prevailing party shall be entitled to recover any damages accruing as a result of default, including attorney fees and costs.
12. Assignment.
- (a) Assignment by Host. Host may not assign or transfer its rights and obligations under this Agreement without the Association’s prior, written consent except for any transfer to a successor farmer of CSF or BTLT pursuant to the bylaws of the Association.
 - (b) Assignment by Association. At any time during the Term of this Agreement the Association may sublease or license its rights hereunder to its Members without Host’s consent or prior notice to Host. Any other assignment or sublease shall not be permitted without the prior written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.
 - (c) Collateral Assignment by Association. The Association may, at any time during the term of this Agreement, without Host’s consent and without having to provide notice to Host, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to a Financing Party (and in connection therewith, upon request, Host shall execute and deliver to Financing Party a consent to collateral assignment agreement or similar agreement); provided, however, that any such collateral assignee shall not be obligated to assume Association’s obligations under this Agreement unless and until such collateral assignee shall foreclose or otherwise realize Association’s obligations upon such collateral assignment; provided, further,

that any such assignment shall be subject to the terms of such consent to collateral assignment agreement.

13. **Notices.** Except as otherwise provided for herein, all notices or other communications under this Agreement shall be in writing and shall be delivered by (i) hand, or (ii) first-class mail, or (iii) recognized express courier, or (iv) email message, addressed as set forth on page 1 of this Agreement.
14. **Voluntary Relocation by Host.** Host, at Host's sole expense, shall have the right to cause the Facility to be relocated to a different location on the Site or at a different site altogether reasonably acceptable to the Association. Host shall be solely responsible to pay all capital and operating expenses, including any required recapture or repayment of renewable energy incentives and any lost revenues or energy during the period the system is inoperative, incurred to relocate the system pursuant to this Section. Any replacement system shall be designed to meet the requirements for shared ownership net metering, and shall produce at least as many kilowatt hours per year as the Facility it replaces.
15. **Insurance Coverage.** At all times during the Term, the Association shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The Association shall name Host and Trust as additional named insureds on the Association's liability insurance for the Facility.
16. **Real Estate Property Taxes.** The Parties acknowledge the Site currently is taxed by the Town of Brunswick as farmland, and will be reclassified to facilitate this project. The Association shall be responsible for any increase in real estate taxes on the underlying ground covered by this Agreement, above and beyond the taxes that would have been incurred by the Host (and the Trust) under the farmland classification. This shall include but not be limited to any taxes, interest and penalties associated with the reclassification of the Site and on-going incremental taxes levied as a result of this reclassification.
17. **Miscellaneous.**
 - (a) **Quiet Enjoyment.** Host covenants and agrees that Association shall quietly enjoy the exercise of its rights hereunder without hindrance, disturbance or molestation from Host or any person claiming under Host
 - (b) **Governing Law.** The Laws of the state of Maine shall govern this Agreement without giving effect to conflict or choice of laws principles.
 - (c) **Arbitration.** The Parties shall attempt to amicably resolve any disputes arising from or relating to this Agreement. If the Parties are unable to amicably resolve a dispute within fifteen (15) days after the dispute arises, either Party may commence binding arbitration proceedings with the American Arbitration Association to be held in Portland, Maine. Judgment on an arbitrator's award may be entered in any court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. **THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS.**
 - (d) **No Waiver.** Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce such provisions or require compliance with such terms.
 - (e) **No Liens.** Host shall not suffer or permit the System to become subject to any lien, security interest or encumbrance for debt of any kind that may be owed by or demanded of Host.
 - (f) **Amendments.** No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by both Parties.

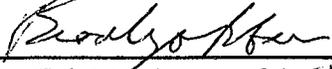
- (g) Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and commitments with respect thereto. There are no oral or written understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement
- (h) Counterparts. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties
- (i) Severability. Any term or provision of this Agreement that is or becomes invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining term and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction
- (j) No Third Party Beneficiaries. Nothing in this Agreement shall provide any benefit to any third party (other than a Financing Party as set forth herein) or entitle any third party to any claim, cause of action, remedy or right of any kind.
- (k) Survival. The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including any express limitations of or releases from liability, shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion or expiration.
- (l) Successors and Assigns. Except as otherwise prescribed herein, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date that the last Party signs this Agreement (the "Effective Date").

CRYSTAL SPRING FARM COMMUNITY SOLAR ASSOCIATION		SETH KROECK & MAURA BANNON	
Signature		Signature	
Title President, CSF CSA	STEVEN L WEEMS President CSFCSA	Title	Host
Date	April 20, 2016	Date	April 20, 2016

The Brunswick-Topsham Land Trust hereby joins in this Agreement for the sole purpose of confirming its consent to the Agreement as Owner of the Site and Landlord under the long term ground lease with Host and to acknowledge it will provide written notice to the Association in the event of any material default by Host arising under the long term ground lease which affects the Association's rights hereunder.

Brunswick-Topsham Land Trust



By: BRADLEY O. BABSON
Its: PRESIDENT

Exhibit A
Membership List of the
CRYSTAL SPRING FARM COMMUNITY SOLAR ASSOCIATION

Name:
Address:
Utility Account #
Percent Ownership:
Estimated Capacity (kW) and Annual Electrical Production (kWh)

Exhibit B
Property Description, System Location and System Design

Section B.01. Insert description of property, using description from Host's Deed

Section B.02. Insert description of system, to include Site Map, One Line Diagram, and Project Description

Exhibit C
Lease Payments

Section C.01. LEASE PAYMENTS

The Lease Payments to be paid by the Association to Host shall include the following compensation:

- (1) Annual Lease Payments: The Annual Lease Payments to be paid by the Association to Host shall be \$ 1.00.
- (2) Billing: Lease Payments shall be payable annually and shall be due and payable by the Association to Host on or before thirty (30) days after the beginning of commercial operations of the System, and the annual anniversary of the commercial operations date thereafter. Host may charge a late fee equal to 1% of the amount due from the Association during any month or any fraction thereof that a Lease Payment is late.



Town of Brunswick, Maine

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT

85 UNION STREET

BRUNSWICK, MAINE 04011-1583

TELEPHONE 207-725-6660

FAX 207-725-6663

BRUNSWICK PLANNING BOARD APPLICATION PACKET SPECIAL PERMIT

Overview

Special Permits are governed by Section 701 of the Zoning Ordinance. Special Permits are required for any use that is not permitted or prohibited in the Town of Brunswick. In making this determination, the applicant should check the Use Tables in Chapter 2 as well as any Special Use Requirements related to the use found in Section 306 of the Zoning Ordinance. Any use that is not listed on the table or described in Section 305.

The purpose of the Special Permit process is to determine if uses are appropriate on specific parcels. Uses subject to a Special Permit are not guaranteed as of right. In general, this process was established as way to deal with the reuse of non-conforming structures. The Planning Board may find that a specific use is inappropriate on a specific parcel and deny the Special Permit.

In addition, a site plan is required for the approval of the Special Permit. The Planning Board, in order to deem a Special Permit application acceptable, may require modifications to the submitted sketch plan.

Process

Applications for Special Permit are subject to a public hearing by the Planning Board. A sketch plan of the property indicating the basic layout of the site and configuration of the proposed use is required. The Planning Department will notify all property owners within a 200-foot radius of the site. The Planning Board shall also, at the applicant's expense, place two notices of the Public Hearing in the *Brunswick Times Record*, the first of which must appear at least seven days prior to the Planning Board's Public Hearing.

A Special Permit that is approved or approved with conditions by the Planning Board shall be forwarded to the Brunswick Town Council within seven days. The Council has the authority to elect jurisdiction over the application for up to 30 days after the Planning Board's approval or approval with conditions of the Special Permit. Should it elect to exercise jurisdiction over the application, the Town Council reverses or modify the Planning Board's decision.

All Special Permit applications shall be subject to Development Review after an approval has been successfully granted. The level of Development Review shall be commensurate with the level of development activity proposed.

Standards

The Planning Board will review Special Permits based on the following criteria:

- The extent to which the proposal furthers the goals of the "Planning Area" in which the application is located.
- The compatibility of the proposal in terms of scale to its surroundings.
- The extent to which the application is harmonious in design
- Enhancement of pedestrian oriented character where applicable
- Compliance with other provisions of this zoning ordinance.

The Planning Board may deny an application if substantive, objective evidence is submitted by any person entitled to notice that demonstrates that the proposal will adversely effect their enjoyment of their property, or will devalue their property.

Application Materials

An application for Special Permit must be accompanied with the following:

- Sketch Plan of the property indicating the basic layout and configuration of the proposed use. This should include a site layout showing building and parking locations, proposed landscaping; as well as drawings depicting the size of buildings, locations of loading areas, vehicle circulation, as applicable to the project.
- Building Elevation Drawings indicating existing and proposed building and window proportions, rooflines, spacing of doors and windows, and orientation to public streets.
- Application Form

Determination of Completeness of the application is made by the Planning Board. Applications are due 15 days prior to the scheduled Planning Board hearing.

Fees

The fee to submit a Special Permit application is \$200.00.

The applicant shall also be responsible for paying a \$200.00 deposit to cover the costs associated with running the public hearing notice two times in the *Times Record* and the cost of notifying abutting property owners within 200' of the subject property.

1. How does your application further the Planning Goals for the Planning Area in which your property is located. Please indicate each of the Planning Area Goals with your response.

The solar energy system will produce a renewable resource, which reflects the goals of the agricultural land on which it will be located.

2. How many square feet of space is the proposed use going to occupy? 9,600.
Is this use to be located within an existing structure? no If a new structure(s) is proposed how many square feet is the structure(s)? _____

3. How many people are to be employed at this site should the Special Permit be granted?

8

4. If this involves a residential component, how many dwelling units are proposed? n/a

5. How many customers are likely to use the site during the course of a day? 0 week? _____ . Please anticipate peak demand.

6. How many service vehicles per week do you anticipate? 0

7. What are the sizes of vehicles that will service the business should the Special Permit be granted? n/a

8. If you are reusing a structure, demonstrate the mutual benefits associated with your application request. (In other words, how will this project provide a benefit to its larger area in spite of the fact that it may be occurring within a pre-existing structure that is generally larger than typically found. n/a

9. Explain how this application enhances or further maintains a pedestrian oriented character for the larger neighborhood. n/a

**APPLICATION/CHECK LIST
SPECIAL PERMIT FOR UNCLASSIFIED AND OMMITTED USES
BRUNSWICK PLANNING BOARD**

1. Applicant:

Name: Allison Gehrich - ReVision Energy
Address: 142 Presumpscot Street
Portland ME 04103
Phone #: 207-221-6342

2. Business:

Name: _____
Address: _____
Phone #: _____

3. Property/Building Owner:

Name: Brunswick-Topsham Land Trust
Address: 108 Maine Street
Brunswick, ME 04011

4. Assessor's Tax Map # 22 Lot # 163 of subject property.

5. Zoning District _____

6. Street Address of Parcel(s) For Consideration: 277 Pleasant Hill Road

7. Planning Area (See Appendix I): _____

Owner Signature: _____

Applicant Signature (if different): Allison H Gehrich

SUBMISSION REQUIREMENTS

- Site Plan. If copies are greater than 11" x 17", submit 17 copies of all materials. Otherwise, one copy is sufficient. Site plan should include all elements indicated in the application packet.

On this form, or on a separate letter to the Planning Board, please indicate your responses to the following:

**NOTIFICATION
SPECIAL PERMIT APPLICATION
FOR UNCLASSIFIED AND OMMITTED USES**

Pursuant to Section 701 of the Brunswick Zoning Ordinance, land uses that are neither permitted nor prohibited may be considered by the Planning Board, subject to a Special Permit. Notice is required to be forwarded to any property owner within 200 feet of the lot boundaries of the proposed permit.

Applicant: Allison Gehrich - ReVision Energy

Business Name: Brunswick-Topsham Land Trust

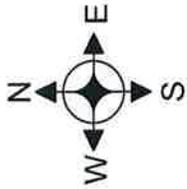
Proposed Land Use: Solar

Street Address of Property: 277 Pleasant Hill Road

Zoning District of Property: _____

The Planning Board will conduct a PUBLIC HEARING on this Special Permit application on _____. As a person entitled to notice, you may submit comments on the proposal to the Planning Board, or may provide testimony at the Public Hearing. The Planning Board may deny the Special Permit if it finds that, based on evidence provided by persons entitled to notice that the proposal shall 1) adversely effect the enjoyment or use of your property; or 2) that the proposal will devalue such property.

The application is on file at the Planning Office. For further information contact 725-6660.



Crystal Spring Farm Community Solar Association – Project Description SCHEDULE C – Site Map



142 Presumpscot Street
Portland, ME 04103
(207) 221-6342

Customer Name:
Crystal Spring Farm
277 Pleasant Hill Rd
Brunswick, ME 04011

System Type:
Photovoltaic Array

Designed by: LB

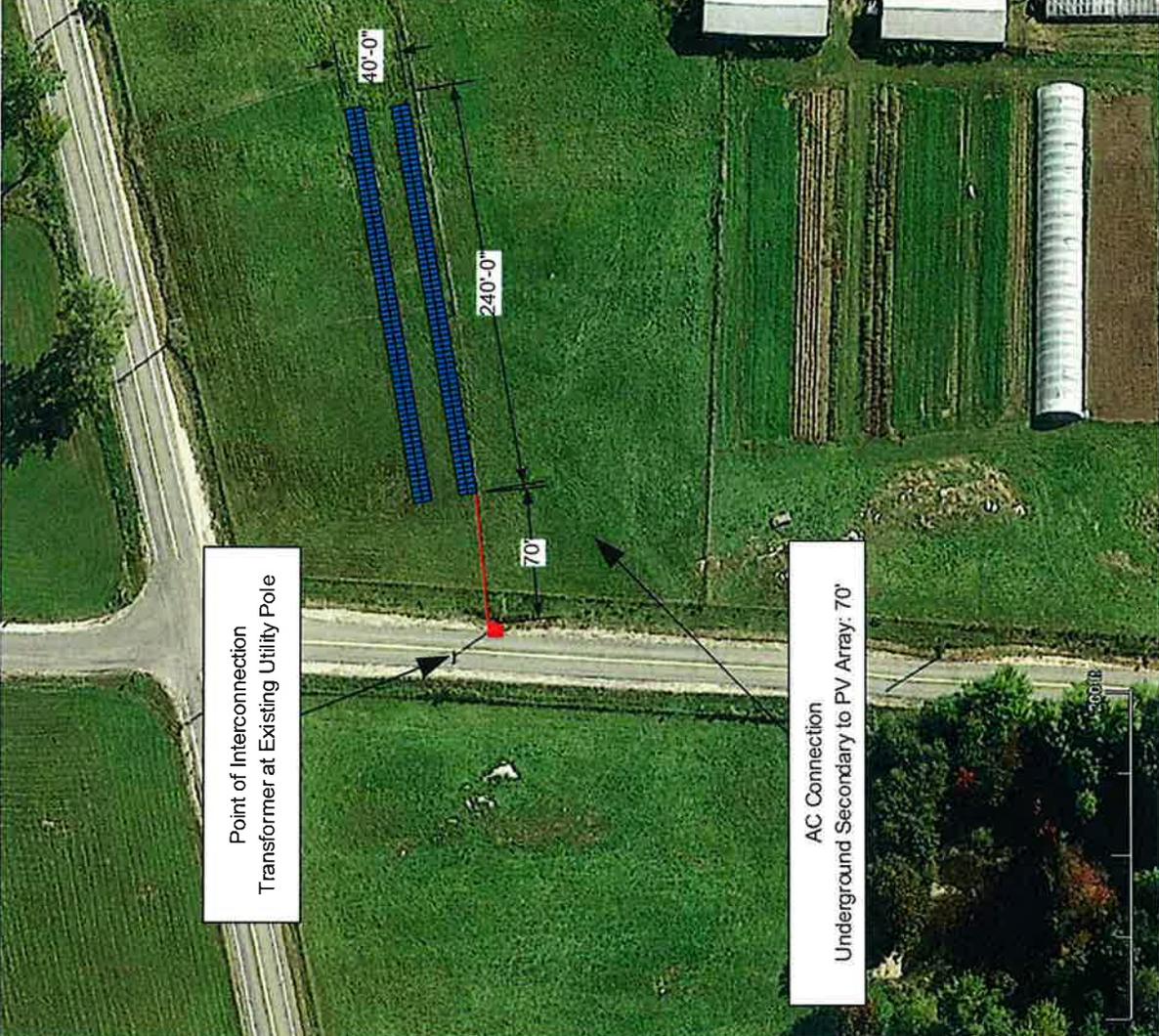
Date: February 23, 2016

SITE MAP

SHEET A01

© Copyright ReVision Energy
This diagram is provided as service and is based on the understanding of the information supplied. It is subject to change based on actual conditions applicable edition of the National Electric Code, and local

Project Design Notes –
DC System: 75.79 kW_{DC} Photovoltaic Array (286) 265-watt Modules in Portrait
Module Type: Q.CELL Q.PRO BFR-G4.1 265
Module Dimensions: 65.75" x 39.37" x 1.26"
AC System: 61.6 kW_{AC}
(8) SMA SB7700TL-US-22 Inverters
Racking System: Ground Mount, pile driven
Row Spacing: 17.83'
Array Tilt: 35° Array Azimuth: 170°



Point of Interconnection
Transformer at Existing Utility Pole

AC Connection
Underground Secondary to PV Array: 70'



Google earth

Crystal Spring Farm Community Solar Association Site Lease Agreement

This Site Lease Agreement ("**Agreement**") is made and entered into by Crystal Spring Farm Community Solar Association (hereinafter the "**Association**"), and Seth Kroeck and Maura Bannon, collectively the "**Host**" listed below, each of which may be referred to herein individually as a "**Party**" or collectively as the "**Parties**." The Host has leased land on which a solar photovoltaic electric generation property (the "**System**") will be located from the Brunswick-Topsham Land Trust ("**BTLT**" or the "**Trust**"), which is consenting to the Host to enter into this Agreement pursuant to its lease with the Host.

Association	Crystal Spring Farm Community Solar Association 44 Thompson Street, Brunswick, ME 04011	Host	Seth Kroeck and Maura Bannon 277 Pleasant Hill Road Brunswick, Maine 04011
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ASSOCIATION MEMBERSHIP

The members of Crystal Spring Farm Community Solar Association are listed in the attached Exhibit A.

SITE

The Site is described in the attached Exhibit B.

NOTICES

Except as otherwise provided for herein, all notices or other communications under this Agreement shall be delivered pursuant to Section 13 and shall be addressed as follows:

Association Contact	Steven Weems	Host Contact	Seth Kroeck
Phone	207-725-7282	Phone	207-729-1112
Email	slweems@gmail.com	Email	seth@crystalspringcsa.com
Address	44 Thompson Street Brunswick, ME 04011	Address	277 Pleasant Hill Road Brunswick, Maine 04011

RECITALS

Host is the lessee, pursuant to a long-term ground lease with the Trust, of certain real property referenced above (the "**Site**").

The Association wishes to (i) enable its Members to install, own, access, operate, maintain, repair, replace, and dispose of a solar photovoltaic electric generation property (the "**System**"), and control the growth of vegetation impacting the performance of the System, which System will be located on a portion of the Site for the purpose of generating electricity for use by the Members of the Association pursuant to a separate Net Energy Billing Contract between the Association and the UTILITY (the "**NEB Contract**"), and (ii) perform all of the Association's obligations set forth in the NEB Contract and (iii) to enforce all of Association's rights set forth in the NEB Contract (the "**Purpose**").

Host desires to make a portion of the Site available to the Association for this Purpose.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained in this Agreement, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. **Lease.** Host does hereby lease the above described Site for the Term defined in Section 2 to the Association and to the Association's agents, employees and contractors. Host provides an irrevocable, non-exclusive lease to access and use certain portions of the Site described above for the Purpose and to the extent that others have access and use of the Site, Host warrants that such access and use shall not adversely or materially affect the Association's rights. The Association may record a memorandum of this Agreement.
2. **Term, Renewal and Removal.** The Parties' rights and obligations under this Agreement are expressly conditioned upon the full execution of the NEB Contract and shall commence on the Effective Date of the NEB Contract. The initial term of this Agreement shall be thirty (30) years.
 - (a) **Renewal.** As long as the Association is not in default under this Lease beyond the applicable cure period, if any, at the time of the exercise, Host hereby grants the Association two (2) options to extend the initial term of this lease for an additional period of five years each (the "Options") on the same terms, covenants, and conditions of this Lease. The Association will exercise each Option, if at all, by giving the Host written notice (the "Option Notice") at least ninety (90) days before the expiration of the Initial Term, or Option period then in effect. The initial term and all renewal terms are referred to herein as the "Term."
 - (b) **Holdover.** Any holding over by the Association beyond the Term is prohibited without the prior written approval of the Host. Upon expiration of this lease at the end of the Term or if the Association fails to give the notice required by Section 2(a) above, if the Host and Association are unable to agree upon the terms of a new lease, then the provisions of Section 2(c) below regarding removal shall apply. If the Association is obligated under this section to remove the System and fails to do so within the time prescribed, then the Association shall be in default and the Host, after notice of default and expiration of the applicable cure periods set forth in Section 10(a) below, may remove the System at the Association's cost.
 - (c) **Removal.** Upon termination of this lease, the Association shall cause its members to remove the System and return the Property to Host in substantially the same condition as it existed prior to construction, except that the Association shall not be required to remove any equipment or improvements located underground. Such removal shall be completed within ninety (90) days following the expiration of the Term of this lease, during which time the Association shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.
3. **Consideration.** The Association agrees to pay Host an annual lease fee as specified in Exhibit C attached hereto.
4. **Access.** Host represents and warrants that the Site is accessible via public streets and existing drive over land of Landowner. Host hereby grants Association, its agents, employees and assigns, easements over, across, and through the Site for the Purpose, including, but not limited to, an easement for pedestrian and vehicular access the site from the public street and an easement to install, maintain, repair and replace such above and below ground utility lines and conduits as are reasonably necessary to achieve the Purpose. Host also acknowledges the System has broad agricultural farm benefits, plus additional community leadership and educational purposes, and reasonable access to the Site to fulfill these purposes shall be permitted. Notwithstanding its access rights to the Site, the Association agrees that it shall not otherwise unreasonably interfere with the use of the Property by the Host or the Trust.
 - (a) **Coordination of Access.** Association's activities shall not unreasonably interfere with Host's and Trust's normal business activities, which include, but are not limited to, haying and farming related activity and the Parties will cooperate to establish reasonable policies and procedures to coordinate ongoing maintenance, repair and operation of the System required under the NEB Contract.
 - (b) **Solar Access.** Host understands that unobstructed access to sunlight ("**Insolation**") is essential to Association's performance of its obligations and a material term of this Agreement. Host shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation.

5. System Ownership. The Association Members are the legal and beneficial owners of the System. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code, and shall not be deemed a part of, or fixture to, the Site. Host agrees that Association has the right to file a UCC-1 financing statement, a fixture filing or any other form of notice permitted by Law in the jurisdiction where the System is located confirming that Association owns the System. Host, as lessee of the Site, will obtain any necessary consent from the owner and confirm receipt of consent upon request of the Association.
6. System & Site Maintenance. The Association shall be responsible for maintenance of the solar equipment, including but not limited to the solar panels and their support structure, the inverter, the underground connection to the electricity grid, and related equipment. The Host shall be responsible for mowing around the System and maintaining reasonable access to it.
7. Estoppel and Subordination.
 - (a) Estoppel. Host and Association each agree, within ten (10) days after a request by the other Party, to execute and deliver to the requesting party a statement, in writing, certifying (if such be the case) (i) that this Agreement is in full force and effect, (ii) the date of commencement of the Term, (iii) that there are no uncured defaults by the other Party or, if such defaults are claimed, stating the facts giving rise thereto, (iv) the Association and/or its members own the solar array as personal property and (v) other similar matters as may be reasonably requested by the other Party or its financing party, mortgagees or prospective mortgagees.
 - (b) Subordination. Host represents to Association that the Site is not subject to any mortgages, deeds of trust, other security instruments conditions or restrictions (collectively, "**Superior Interests**") other than those Host disclosed in writing prior to the Effective Date of this Agreement. If Host desires to subject the Site to a Superior Interest after the Effective Date of this Agreement, Host shall notify the Association in advance in writing and shall obtain a non-disturbance agreement reasonably satisfactory to the Association from the holder of any such Superior Interest that shall provide that, in the event of any proceedings brought for the enforcement of any Superior Interest, the Association shall, upon demand by the Superior Interest holder but subject to the Association's rights of non-disturbance, attorn to and recognize such Superior Interest holder as Host under this Agreement. The Association acknowledges that this Agreement is subordinate to the Host's long-term ground lease and that the Agreement shall be subject to the terms and conditions of, and interpreted consistently with, the Host's long-term ground lease and any conflict in interpreting the terms of the two leases shall be resolved in favor of the underlying long-term ground lease.
7. Indemnification. To the fullest extent permitted by law, Host shall indemnify, defend, protect, save and hold harmless the Association, the Association's financing parties, and their respective affiliates, employees, officers, directors, members, partners, shareholders, agents, successors and assigns (the "**Association Parties**") from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from (i) Host or Host's agents', representatives', vendors' or employees' actions, negligence, or willful misconduct or (ii) Host's failure to comply with any of the terms of this Agreement; provided, that nothing herein shall require Host to indemnify Association for its own gross negligence or willful misconduct. The provisions of this paragraph shall survive the termination or expiration of this Agreement.
8. Environmental Indemnification. Association is not liable for any past, present or future contamination or pollution or breach of environmental laws, if any, relating to the Site and the land beneath the Site. Accordingly, to the fullest extent permitted by law, Host agrees to assume full responsibility for and shall indemnify, defend and hold harmless the Association Parties from any and all liability or cleanup obligations for any contamination or pollution or breach of environmental laws related to the Site and the land below the Site, except to the extent deposited, spilled or otherwise directly caused by Association of any of its contractors or agents. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

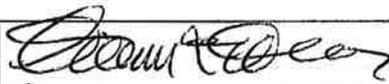
9. Limitation of Liability. WITH THE EXCEPTION OF THIRD PARTY CLAIMS ARISING UNDER SECTION 7, ANY CLAIMS ARISING UNDER SECTION 7 AND ANY CLAIM BASED ON THE FRAUD OR WILLFUL MISCONDUCT OF EITHER PARTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.
10. Default. The occurrence of any of the following shall be an event of default under this Agreement (each, an "Event of Default"):
- (a) Failure to Perform Material Obligations. Failure of a Party to perform any material obligation under this Agreement and such failure continues for a period of fifteen (15) days from such Party's receipt of written notice from the other Party; provided, however, that if such failure to perform a material obligation is not capable of being cured within fifteen (15) days from receipt of written notice, then such period shall be extended, provided that the defaulting Party commences to cure such failure within thirty (30) days and thereafter diligently continues to cure such failure to completion.
 - (b) Property Rights of Host. Host loses its right to occupy and use any portion of the Site and which the Association determines materially affects its property interest and intended purpose.
 - (c) Default. The Association is in default under the NEB CONTRACT, after the expiration of any applicable notice periods and cure rights, if any.
 - (d) Unauthorized Transfer by Host. Host assigns or transfers its rights and obligations under this Agreement in violation of s.12(a).
 - (e) Bankruptcy Event. Either Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect.
 - (f) Subordination. Host fails to comply with Section 6(b) of this Agreement.
11. Remedies. Upon the occurrence of an Event of Default by a Party, and the expiration of any applicable cure and notice periods, the non-defaulting Party may terminate this Agreement by providing written notice to the defaulting Party. Other than those damages exempted under Section 9, the prevailing party shall be entitled to recover any damages accruing as a result of default, including attorney fees and costs.
12. Assignment.
- (a) Assignment by Host. Host may not assign or transfer its rights and obligations under this Agreement without the Association's prior, written consent except for any transfer to a successor farmer of CSF or BTLT pursuant to the bylaws of the Association.
 - (b) Assignment by Association. At any time during the Term of this Agreement the Association may sublease or license its rights hereunder to its Members without Host's consent or prior notice to Host. Any other assignment or sublease shall not be permitted without the prior written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.
 - (c) Collateral Assignment by Association. The Association may, at any time during the term of this Agreement, without Host's consent and without having to provide notice to Host, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to a Financing Party (and in connection therewith, upon request, Host shall execute and deliver to Financing Party a consent to collateral assignment agreement or similar agreement); provided, however, that any such collateral assignee shall not be obligated to assume Association's obligations under this Agreement unless and until such collateral assignee shall foreclose or otherwise realize Association's obligations upon such collateral assignment; provided, further,

that any such assignment shall be subject to the terms of such consent to collateral assignment agreement.

13. **Notices.** Except as otherwise provided for herein, all notices or other communications under this Agreement shall be in writing and shall be delivered by (i) hand, or (ii) first-class mail, or (iii) recognized express courier, or (iv) email message, addressed as set forth on page 1 of this Agreement.
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17. **Miscellaneous.**
 - (a) **Quiet Enjoyment.** Host covenants and agrees that Association shall quietly enjoy the exercise of its rights hereunder without hindrance, disturbance or molestation from Host or any person claiming under Host
 - (b) **Governing Law.** The Laws of the state of Maine shall govern this Agreement without giving effect to conflict or choice of laws principles.
 - (c) **Arbitration.** The Parties shall attempt to amicably resolve any disputes arising from or relating to this Agreement. If the Parties are unable to amicably resolve a dispute within fifteen (15) days after the dispute arises, either Party may commence binding arbitration proceedings with the American Arbitration Association to be held in Portland, Maine. Judgment on an arbitrator's award may be entered in any court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. **THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS.**
 - (d) **No Waiver.** Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce such provisions or require compliance with such terms.
 - (e) **No Liens.** Host shall not suffer or permit the System to become subject to any lien, security interest or encumbrance for debt of any kind that may be owed by or demanded of Host.
 - (f) **Amendments.** No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by both Parties.

- (g) **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and commitments with respect thereto. There are no oral or written understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement
- (h) **Counterparts.** This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties
- (i) **Severability.** Any term or provision of this Agreement that is or becomes invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining term and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction
- (j) **No Third Party Beneficiaries.** Nothing in this Agreement shall provide any benefit to any third party (other than a Financing Party as set forth herein) or entitle any third party to any claim, cause of action, remedy or right of any kind.
- (k) **Survival.** The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including any express limitations of or releases from liability, shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion or expiration.
- (l) **Successors and Assigns.** Except as otherwise prescribed herein, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date that the last Party signs this Agreement (the "Effective Date").

CRYSTAL SPRING FARM COMMUNITY SOLAR ASSOCIATION		SETH KROECK & MAURA BANNON	
Signature	 STEVEN L. WEEMS	Signature	SETH KROECK MAURA BANNON
Title President, CSF CSA	President CSFCSA	Title	Host
Date	April 20, 2016	Date	April 20, 2016

The Brunswick-Topsham Land Trust hereby joins in this Agreement for the sole purpose of confirming its consent to the Agreement as Owner of the Site and Landlord under the long term ground lease with Host and to acknowledge it will provide written notice to the Association in the event of any material default by Host arising under the long term ground lease which affects the Association's rights hereunder.

Brunswick-Topsham Land Trust

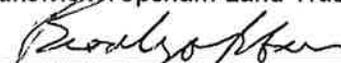

By: BRADLEY O. SABRAN
Its: PRESIDENT

Exhibit A
Membership List of the
CRYSTAL SPRING FARM COMMUNITY SOLAR ASSOCIATION

Name:
Address:
Utility Account #
Percent Ownership:
Estimated Capacity (kW) and Annual Electrical Production (kWh)

Exhibit B
Property Description, System Location and System Design

Section B.01. Insert description of property, using description from Host's Deed

Section B.02. Insert description of system, to include Site Map, One Line Diagram, and Project Description

Exhibit C
Lease Payments

Section C.01. LEASE PAYMENTS

The Lease Payments to be paid by the Association to Host shall include the following compensation:

- (1) Annual Lease Payments: The Annual Lease Payments to be paid by the Association to Host shall be \$ 1.00.
- (2) Billing: Lease Payments shall be payable annually and shall be due and payable by the Association to Host on or before thirty (30) days after the beginning of commercial operations of the System, and the annual anniversary of the commercial operations date thereafter. Host may charge a late fee equal to 1% of the amount due from the Association during any month or any fraction thereof that a Lease Payment is late.