



# **Major Site Plan Review – Final Plan Application Proposed Ground-Mount Solar Photovoltaic Development**

86 Casco Road (Route 11), Naples, ME 04055  
Map U04, Lot 2 – Fogg Property  
Project # 3652190228

Prepared for:

**Naples Casco Solar 1, LLC**

66 York Street, 5<sup>th</sup> Floor, Jersey City, NJ 07302

May 27, 2020



Wood Environment & Infrastructure Solutions, Inc.  
 271 Mill Road  
 3rd Floor  
 Chelmsford, MA 01824  
 USA  
 T: 978-692-9090  
[www.woodplc.com](http://www.woodplc.com)

May 27, 2020

Town of Naples Planning Board  
 c/o Renee Carter, Code Enforcement Officer  
 15 Village Green Lane; PO Box 1757  
 Naples, ME 04055  
 Email: [naplesceo@townofnaples.org](mailto:naplesceo@townofnaples.org)

**Re: Major Site Plan Review – Final Plan Application  
 Proposed Ground-Mount Solar Photovoltaic Development  
 86 Casco Road (Route 11), Naples, ME 04055  
 Map U04, Lot 2 – Fogg Property**

Dear Members of the Planning Board:

On behalf of Naples Casco Solar 1, LLC (Soltage/Applicant), Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this Major Site Plan Review – Final Plan Application to the Town of Naples Planning Board for a proposed 2,000-kilowatt (kW) alternating current (AC) ground-mount solar photovoltaic (PV) development (the Project) located at 86 Casco Road, Route 11 (the Fogg Property) in Naples, Maine (the Site).

We note this Final Plan Application submission has been revised from the Preliminary Application filed with the Town on January 28, 2020 based on the results of a Significant Vernal Pool Permit by Rule (PBR) Application submitted to the Maine Department of Environmental Protection (MEDEP) on May 6, 2020. Based on correspondence with MEDEP and the Maine Department of Inland Fisheries and Wildlife (MDIFW), a vernal pool survey was conducted on April 10, 2020 resulting in the reduction of the Project’s Limit of Work to avoid a significant vernal pool in the northern portion of the property. The Project design changes are summarized in the table below and in the attached documents:

Drawing Revision	kW (DC)	kW (AC)	Fence Area (Acres)	Tree Clearing (Acres)
1/28/2020	2,815.56	2,250	12.4	17.0
5/27/2020	2,374.74	2,000	10.1	15.5

A completed Planning Board Application and Site Plan Review Checklist is included in **Attachment A**. Per the Major Site Plan Review Fee Schedule and preliminary discussions with the Town, a check was provided with the January 2020 Preliminary Plan Application in the amount of \$492 (\$400 development, \$50 advertising, 6 abutters at \$7 each).

Existing Site Information

The Site is owned by Mr. & Mrs. Robert Fogg (Smith Brook LLC) and identified as Map U04, Lot 2. The lot encompasses 16.8 acres west of the existing Q-Team Tree Service property at the intersection of Sand Road as shown on the on the Site Location Maps in **Attachment B**. The Project occupies the majority of the



property and is defined as the area within the Limit of Work line as shown on **Figures 1 and 2**. The Site is located in the Commercial zone according to the 2017 Naples Land Use Map.

Based on preliminary meetings with the Town, including attendance at the March 3, 2020 Public Hearing when our Preliminary Plan Application was approved by the Board as complete, a Major Site Plan Review approval from the Planning Board will be required for this Project. The Project will also require building and electrical permits from the Code Enforcement Office prior to construction.

A topographic survey was completed on-site by Wood in September 2019. Topography on-site is variable throughout the Limit of Work area ranging from elevation 305 to 385 feet (North American Vertical Datum 1988). Topography rises on the northeastern portion of the Site and drops off to the southwest toward a perennial stream and vegetated wetland which lie south of the Site outside of the Limit of Work area.

### Proposed Project

The existing and proposed site plans are shown on the Project Drawings included in **Attachment C**. The proposed fenced area of the solar PV array occupies approximately 10.1 acres and the array itself consists of approximately 6,000 PV modules. The modules are mounted on a racking system which will be supported by ground-mounted posts that will be embedded into the existing ground surface. The racking system and modules will extend approximately 8 feet above the existing ground surface at their maximum height. The array will be surrounded by a 7-foot high chain link fence and locking gates for security and electrical code purposes.

Access to the Project will come from the existing Q-Team Tree Service entrance at 86 Casco Road and through the existing gravel roads leading to the rear lot. The existing access ways will be upgraded with crushed stone and gravel as required entering the Limit of Work area to the proposed transformer location. The road will be used for construction vehicle traffic and long-term maintenance of the solar facility and will be able to accommodate the maneuvering of emergency vehicles.

The solar PV array will be connected through inverters and one transformer mounted on a concrete pad within the fenced area. The purpose of the transformer is to step up the voltage to match and allow for interconnection with the existing Central Maine Power Company (CMP) utility grid. Medium voltage power from the transformers will run in a subsurface medium voltage line (approximately 800 feet to the first above-ground utility pole). Six total proposed utility poles will be located along the eastern portion of the Q-Team lot and will connect to an existing utility pole on Casco Road (Route 11) via overhead electric lines (approximately 300 feet long).

In addition to the local Site Plan Review, additional permits to comply with state and federal laws are applicable through the appropriate agencies as detailed below:

Wetlands: A preliminary review of available map data including the U.S. Fish & Wildlife Service National Wetlands Inventory (NWI) shows that a perennial stream and vegetated wetland lie immediately south of the Site. Wood performed an inspection and delineation of wetlands on the Site in October 2019 to verify the location and characteristics of the stream and wetlands, and to search for other wetlands that may not be shown on publicly available air-photo interpreted maps such as the NWI.

Wood identified and delineated two vegetated wetlands in the central and northern portion of the Site. Observable physical characteristics indicate these wetlands both may be functioning as vernal pools. A vernal pool survey was warranted in the spring to verify whether the wetlands meet the definition of "significant vernal pools." We identified a significant vernal pool on the northeast end of the Site during our vernal pool survey conducted on April 15 and 23, 2020, and the results of that survey were submitted to MEDEP with a Significant Vernal Pool Permit by Rule Application on

May 6, 2020. Based on the results, the array layout and Limit of Work line have been adjusted to meet the Standards in Chapter 305 of the MEDEP Natural Resources Protection Act (NRPA) PBR.

Flood hazard does not appear to be a constraint on the Project. Based on the most recent Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for the study area (Community-Panel Number 230050 0016 B, Effective Date April 1, 1982), the Site is located within an area designated Zone C, an area of minimal flooding.

Stormwater Management: To address changes in hydrology with the proposed development, stormwater best management practices (BMPs) will be employed on-site. The BMPs (e.g., infiltration trenches, vegetated surfaces) are designed to attenuate the minimal increase in stormwater flow as a result of impervious areas (concrete pads, racking posts), and the change in surface cover for the conversion of wooded areas to grass, which results in no increase in peak runoff flow rate or volume off the property. Additionally, erosion and sedimentation (E&S) controls will be installed around the perimeter of the proposed work areas prior to the start of construction and maintained until the site has been stabilized with vegetation to minimize stormwater impacts. Stormwater drainage plans are included in **Attachment D**.

A Stormwater PBR Application was submitted and approved by MEDEP on April 13, 2020 based on the Preliminary Plan submission (PBR #69705). The Stormwater PBR is applicable for this Project since there will be less than one acre of impervious area added for the Project under Maine's Stormwater Management Rule (06-096 CMR 500). A revised Stormwater PBR was submitted to MEDEP concurrent to this Final Plan Application based on the results of the vernal pool survey. Based on correspondence with MEDEP, both the Significant Vernal Pool PBR and Stormwater PBR are anticipated to be approved by June 10, 2020.

Threatened and Endangered Species: Data maintained by the Maine Office of GIS and Maine Department of Inland Fisheries and Wildlife (MDIFW) do not show any state-listed plants or state-listed animal habitats on the Site. To confirm this data, Wood submitted a request to MDIFW for review of the Site with respect to Endangered, Threatened, and species of Special Concern; Designated Essential and Significant Wildlife Habitat; and inland fisheries habitats. MDIFW responded to our inquiries regarding endangered and threatened species near the project site on February 6, 2020 and April 15, 2020. MDIFW has not mapped any Essential Habitats that would be directly affected by the project. MDIFW correspondence is included in **Attachment E**.

Cultural Resources: Section 106 of the National Historic Preservation Act (NHPA) mandates projects that require a federal or state permit or federal license must first consult with the State Historic Preservation Office to identify historic properties in the project area; determine their eligibility for the National Register of Historic Places; consider the potential effects of the project on historic properties; and seek ways to avoid or reduce adverse effects to historic properties. Consultation with the Maine Historic Preservation Commission (MHPC) was completed through the submittal of a Request for Project Review on April 29, 2020. MHPC responded to our inquiry by concluding that there are no National Register eligible properties on or adjacent to the parcel, and the project area is no considered sensitive for archaeological resources. MHPC correspondence is included in **Attachment F**.

Following the initial submittal to the Town on January 28, 2020, a Preliminary Plan Review Memorandum was received from North Star Planning, the Town's third-party reviewer, on February 13, 2020. North Star's comments are listed below, followed by Wood's responses in ***bold italics***.

Review Comments - General:

1. The cover letter and site plans note that the property subject to this application is Map U04, Lot 2, and is 16.8 acres. Plan Sheet 2 of 3 also shows the Limit of Work to be 19.36 acres, due to tree clearing on abutting properties N/F Robert Fogg, Map U04, Lot 10, and N/F Q-Team, Inc., Map R08, Lot 30A, and construction entrance work on the Q-Team property. As part of the Final Plan application, the applicant must provide evidence of right/title/or interest for the property identified as Map U04, Lot 2, as well as any other properties that are subject to this site plan application. This may take the form of deeds, purchase/sale agreements, or construction easements as appropriate.

***The lease option agreement between the Applicant and property owner is provided in Attachment G as evidence for site access (including utilities) across the Q-Team property (Map R08 Lot 30A) and for proposed tree cutting on Map U04 Lot 10. Both lots are also owned by Robert Fogg (Smith Brook LLC). The Applicant has also come to an agreement with Ron and Terry Bell (Map R08 Lot 30) to allow for 100 feet of tree removal to reduce shading of the eastern portion of the array. Documentation of this agreement is also provided in Attachment G.***

2. This project does not have frontage on a public or private road. As part of the Final Plan application, the applicant must show how site access will be obtained. This may take the form of an access easement over existing access ways on the Q-Team property, as described in the current application.

***Acknowledged; see Response #1 above.***

3. Code Enforcement has determined this use is permitted in the Commercial District.

***Acknowledged.***

Review Comments - Criteria and Standards:

1. Preservation of Landscape
  - a. The site is currently forested, though it has been subject to recent forestry activities.
- b. Sheet 2 of 3 shows that the entire site will be cleared, except for a strip of trees along the northerly property line, to install 12.4 acres of solar panels.

***Tree clearing is proposed for the areas necessary to install the system and for shading of adjacent areas to the south (Map U04 Lot 10), while avoiding the significant vernal pool buffers to the north. The revised fenced area for the smaller array is 10.1 acres.***

- c. The subject property is well back from the closes [sic] public right-of-way, Casco Road (Route 11). The applicant should indicate how much of the development will be visible from this road.

***It is not anticipated that large areas of the Project will be visible from Route 11. The closest portion of the project lies along the eastern property line of Lot 2, which is approximately 900 feet from the Q-Team entrance on Route 11.***

- d. Detailed wetland delineation plans should be submitted with the Final Plan application. This should include vernal pool analysis as indicated in the applicant's cover letter.

***The significant vernal pool is shown as "Wetland A" in the northern portion of the property on the Project Drawings. Correspondence from MEDEP can be provided if required regarding the Significant Vernal Pool Permit by Rule Application.***

2. Relation of Proposed Building to the Environment

- a. There are no buildings proposed as part of this project.

***Correct.***

- b. A grading plan should be submitted with the Final Plan application.

***There is no proposed grading for the Project. The solar array is designed to follow the existing topography contours of the land once tree clearing and stump removal is completed. Only minor earthwork will be completed to smooth the ground surface prior to racking system post installation. The proposed access road is also designed to follow the existing grade of the existing Q-Team site entrance and existing gravel roads within the Project area.***

3. Vehicular Access

- a. This use will not generate pedestrian traffic or significant levels of vehicular traffic.

***Correct.***

- b. Access to the site will be over the abutting property via the existing Q-Team entrance on Casco Road (Route 11).

***Correct.***

4. Parking and Circulation

- a. This use will not require any parking areas.

***Correct.***

- b. A turnaround area next to the proposed transformer/inverter pad on Sheet 2 of 3. The applicant should note if this area will provide for adequate circulation space as well as a parking area for anticipated maintenance and operations vehicles. Size of vehicles and potential trailers should be considered.

***Anticipated maintenance and operations vehicles include a pickup truck visiting one to two times per year; therefore, the turnaround/parking area adjacent to the transformer pad will be adequate. Larger vehicles or equipment will be able to utilize the adjacent Q-Team property for material deliveries and circulation if required.***

5. Surface Water Drainage

- a. A stormwater plan designed to meet local criteria for the twenty-five (25) year storm should be submitted with the Final Plan application.

**Stormwater drainage plans meeting the required criteria are included in Attachment D. A Stormwater PBR Application was submitted and approved by MEDEP on April 13, 2020 based on the Preliminary Plan submission (PBR #69705). The Stormwater PBR is applicable for this Project since there will be less than one acre of impervious area added for the Project under Maine's Stormwater Management Rule (06-096 CMR 500). A revised Stormwater PBR was submitted to MEDEP concurrent to this Final Plan Application based on the results of the vernal pool survey. Based on correspondence with MEDEP, both the Significant Vernal Pool PBR and Stormwater PBR are anticipated to be approved by June 10, 2020.**

- b. The applicant should indicate expected permits required by state and federal agencies related to stormwater.

**See Response #5a above.**

#### 6. Utilities

- a. Applicant should state if a well or subsurface wastewater system will be required on this property.

**No well or subsurface wastewater system is required for the Project.**

- b. The six (6) new utility poles noted in the cover letter are shown [sic] near the front of the Q-Team property, between the existing parking area and Casco Road. Electrical lines from the project site to the poles will be underground.

**Correct.**

- c. Utility easement language benefiting this project over the Q-Team property should be provided with the Final Plan submission.

**Acknowledged; see Response #1 above.**

#### 7. Advertising Features

- a. This criteria is not applicable to the solar farm application.

**Acknowledged.**

#### 8. Special Features

- a. The ordinance requires a buffer zone between commercial and residential properties. The Final plan application materials should note the location of abutting residential properties and show how buffering requirements will be achieved.

**The Applicant is requesting a waiver so that the 50-foot property line buffer requirement may be reduced to 35 feet to the solar array and 20 feet to the fence. The Project proposes tree clearing up to the property line to limit shading from adjacent trees. The Applicant believes there is sufficient vegetative buffering from the surrounding properties to warrant such a waiver request. There is a residence approximately 400 feet to the northeast of the Project on Route 11; four other residential properties are approximately 600 to 1,100 feet away through wooded lots to the east (south of Q-Team). The property owner has discussed the project with other abutting property owners and has not received any opposition to the Project.**

9. Exterior Lighting

- a. Locations and types of exterior site or security lighting should be shown on the Final Plan.

***There is no proposed lighting for the Project.***

- b. All exterior lighting should be shielded or hooded to minimize light trespass on abutting properties and to avoid unnecessary light impacts on the night sky.

***See Response #9a above.***

10. Emergency Vehicle Access

- a. This site will generally not be occupied, except for occasional maintenance operations.

***Correct; the Applicant will work with the local emergency departments as necessary to provide the required training for access to the site (e.g., KnoxBox locked gate) and electrical shutdown of the system at the proposed utility poles.***

11. Landscaping

- a. There are no parking areas to screen or landscape.

***Correct.***

- b. The applicant should indicate how visible the solar farm will be from Casco Road, or if there will be any structures that may require screening from Casco Road where underground utilities go above ground.

***See Response #1c above; it is not anticipated that large portions of the Project will be visible from Route 11. The closest portion of the project lies along the eastern property line of Lot 2, which is approximately 900 feet from the Q-Team entrance on Route 11. There are no utility structures that will require screening.***

12. Environmental Considerations

- a. Noise, vibrations, smoke, heat, glare, fumes, dust, toxic matter, odors, and electromagnetic interference will be minimal with this proposed use. The applicant should be prepared to address noise [sic] from any generators or other electrical equipment on site or flare from solar panels.

***Based on previous project experience, noise from the project is not anticipated to be audible at the surrounding property lines. Typical transformer and inverter installations produce a "low hum", which some noise studies have shown to be approximately 50-60 decibels at 100 feet, or comparable to the noise emitted from a ceiling fan or a quiet conversation at home. At this site, two 2,000 kVA transformers are planned which are located inside the fenced array and approximately 900 feet from Casco Road/Route 11. Noise documentation for transformers along with typical decibel levels for comparative sources is provided in Attachment H. There are no generators associated with the Project.***

***The solar PV modules are designed to absorb sunlight to create the maximum amount of solar energy possible while emitting the least amount of glare possible. Many solar projects have been installed adjacent to highways and airports throughout New England with support and approval by the Federal Aviation Administration (FAA).***

13. Signs

- a. No signs are proposed as part of this project. The Board should consider whether or not owner name and contact information signage should be required on the project site.

***Acknowledged. There are no proposed signs; however, the Applicant is amenable to providing such informational signage if required.***

14. Municipal Services

- a. This project will have minimal impact on the road system once construction is complete. No other demand for municipal [sic] services is envisioned regarding fire, police, or other emergency services, solid waste disposal, or schools.

***Correct.***

15. Air Pollution

- a. No air pollution or emissions will be associated with this solar array project.

***Correct.***

16. Noise Levels

- a. See comment on potential sources of noise in #12.

***Acknowledged.***

Should you have any questions regarding this application, please do not hesitate to contact Drew Vardakis at (978) 392-5341 or [andrew.vardakis@woodplc.com](mailto:andrew.vardakis@woodplc.com); or John Rand at (207) 828-2655 or [john.rand@woodplc.com](mailto:john.rand@woodplc.com)

Sincerely,

**Wood Environment & Infrastructure Solutions, Inc.**



Andrew P. Vardakis, P.E.  
Project Manager



John B. Rand, C.G.  
Senior Hydrogeologist

Attachments: A – Planning Board Application and Checklist  
B – Site Location Maps  
C – Project Drawings  
D – Stormwater Drainage Plans  
E – MDIFW Correspondence  
F – MHPC Correspondence  
G – Lease Option Agreement; Tree Cutting Agreement  
H – Noise Documentation

cc: Brett Pingree – Soltage, LLC



# **Attachment A**

Planning Board Application and Checklist



# TOWN OF NAPLES PLANNING BOARD APPLICATION

P.O. Box 1757, Naples, Maine 04055  
Phone: (207) 693-6364 / Fax: (207) 693-3667  
[www.townofnaples.org](http://www.townofnaples.org)

## Major Site Plan Review Application

Date: 5/27/2020

Owner/Applicant Name: Naples Casco Solar 1, LLC

Mailing Address: 66 York Street, 5th Floor, Jersey City, NJ 07302

Telephone: (207) 808-3452 Email: bpingree@soltage.com

Property Owner: Smith Brook LLC (Mr. & Mrs. Robert Fogg)

Property Location: 86 Casco Road (Route 11) Map & Lot: Map U04, Lot 2

Any easements, covenants, or deed restrictions related to the property? No

Zoning District: Commercial Waivers requested: 35' Property Line Setback (array)  
20' Property Line Setback (fence)  
A list must be submitted for waivers

Name, address, & phone # of applicants engineer, land surveyor or planner: Wood Environment & Infrastructure Solutions, Inc.; 271 Mill Road, Chelmsford, MA 01824  
Andrew Vardakis, Project Manager; (978) 392-5341; andrew.vardakis@woodplc.com

The undersigned, being the applicant, owner or legally authorized representatives, states that all information contained in this application is true and correct to the best of his/her knowledge and hereby does submit the information for review by the Town and in accordance with applicable ordinances, statues, and regulation of the Town, State and Federal governments.

Date: May 27, 2020 Signature: [Signature]

### Fee Schedule:

Advertising: \$50.00 Aquatic Structure (non commercial): \$50.00  
Fee per abutter: \$7.00 Review Escrow: TBD  
Under 1,000 sq. ft. gross floor area: \$300.00  
1,000 – 10,000 sq. ft. gross floor area: \$400.00  
Over 10,000 sq. ft. gross floor area: \$400.00  
\*\*Plus \$25.00 for each 1,000 sq. ft. over 10,000  
Development without building: \$400.00  
Modification of approved plan: \$100.00  
Commercial Initial permit: \$100.00  
Commercial Annual Renewal: \$50.00 Applicants Total: \$ 492 (paid Jan. 2020)

**Please include 9 copies of all supporting documents, including a letter of intent, when submitting your application to the Town Secretary. Completed applications should be received 21 days before the meeting date.**

**TOWN OF NAPLES**  
**Planning Board Checklist of Submitted Materials**  
**For**  
**SITE PLAN REVIEW**

<b>Preliminary Application</b>		Submitted by Applicant	Not Applicable	Applicant Request to be waived	Rcvd. By PB	Waived by PB
Required						
	Letter of Intent					
	Application form					
	Fees					
	List of any waivers requested					
	8 copies of plans					
<b>Final Application</b>						
	Site Plan (drawn at a scale sufficient to review items in section 6 of the ordinance but not more than 100 feet to the inch and showing:	✓				
	Owners name, address and signature	✓				
	Perimeter survey of parcel made and certified by a registered land surveyor	✓				
	Total area of any land within 500 feet of the proposed project which is owned by the applicant	✓				
	Zoning classifications of the property and location of zoning district boundaries if the property is located in two or more zoning districts	✓				
	Soil types and location of soil boundaries as certified by a registered engineer or certified soil scientist		✓			
	Location of all building setbacks as required by town ordinances			✓		
	Location, size and character of all signs in exterior lighting		✓			
	Lots area of the parcel, street frontage and minimum lot size and frontage		✓			
	Location of all existing and proposed buildings, driveways, sidewalks, parking spaces, loading areas, open spaces, large trees, open drainage courses, signs, exterior lighting, service areas, easements and landscaping	✓				
	Location of all buildings within 50 feet of the parcel and the location of intersecting roads are driveways within 200 feet of the parcel	✓				
	Existing and proposed topography of the site at 2 foot print to war intervals if major changes to the existing topography are being proposed	✓				
	All surface water features within 500 feet of the project boundaries including perennial streams and wetlands	✓				
	Location and dimensions of on-site pedestrian and vehicle or vehicle dealer		✓			

	access ways, parking areas, loading and unloading facilities, design of entrances and exits of vehicles to and from the site on to public streets, curve and sidewalks		✓			
	Location of all Wells and septic systems within 150 feet of the property boundary		✓			
	Existing land cover and vegetation conditions	✓				
	Drainage plan to describe the location and size of road culprits, road drainage, ditches, phosphorus and run off control measures and other similar features	✓				
	On-site soil and investigation report by a DHS licensed site evaluator		✓			
	Statement from the Fire Chief that the property is accessible by present fire apparatus and detailing any additional on-site fire protection facilities required		✓			
<b>Soil and erosion control plan app approved by the Cumberland County soil and water conservation District show when</b>						
	Existing and proposed method of handling storm water runoff	✓				
	Direction and flow of the run off through the use of air rose	✓				
	Location, location and size of all catch basins, dry wells, drainage ditches, Swales, retention basins and storm sewers	✓				
	Engineering calculation used to determine drainage requirements based upon a 25 year storm frequency, if the project will significantly alter the existing patterns due to such factors such as the amount of new impervious surfaces being proposed		✓			
	Phosphorus and analysis; required if the proposed project is within the Shoreland zone or the non-vegetative areas exceed 40,000 ft. <sup>2</sup> . If required, the analysis of prosperous loading shall utilize the methods contained in the latest revised edition of the manual underlying phosphorus control and Lake watersheds and underline, published by the main DTP, and shall require third-party review		✓			
	A utility plan showing provisions for the water supply and wasteland disposal, including the size and location of all piping, holding tanks, leach field, etc.		✓			
	Building plan showing all of the floors and elevations		✓			
	Evidence of applicants right and or title to the property, and copies of any proposed or existing easements, convey ends and deed restrictions	✓				
	Description and he sign a proposed temporary and permanent signs, including location, size and lighting		✓			
	Copies of all required state approvals and permits	✓				

Any of the requirements may be waived by the planning board if it is deemed that because of the special circumstances of the site as long as the burden is upon the applicant and would not adversely affect a building landowners and the general health, safety and welfare of the town. Please note any request for waivers will be requested as part of the application process, and any waivers that are granted must be listed on the final plan.

## **DECISION**

Based upon the applicant's presentation and the application materials and supporting documents submitted by the applicant, the Planning Board approved/denies the application for Major Site Plan approval.

Approval with conditions:

The application is approved, subject to the meeting the following conditions:

A. Standard conditions of approval:

1. This approval is limited to development only as described and shown on the plans and documents presented.
2. The project must comply at all times with all applicable federal, state and local approval to which it is subject.
3. Copies of all required State permits and/or letters of approval (DOT, Fire Marshall, DEP, etc.) shall be submitted to the Naples Code Enforcement Officer prior to completion of project.
4. Any required stormwater and phosphorus controls shown on the site plan must be inspected by a licensed engineer or other certified individual and a signed statement that the controls were installed as presented in the plans is to be provided to the Naples CEO prior to the building being placed in service.
5. For amendment to previously approved site plan, all previously conditions of approval, if any, shall remain in force unless explicitly changed by the Planning Board.

B. Project- Specific Conditions of Approval:

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Naples Planning Board Chairman

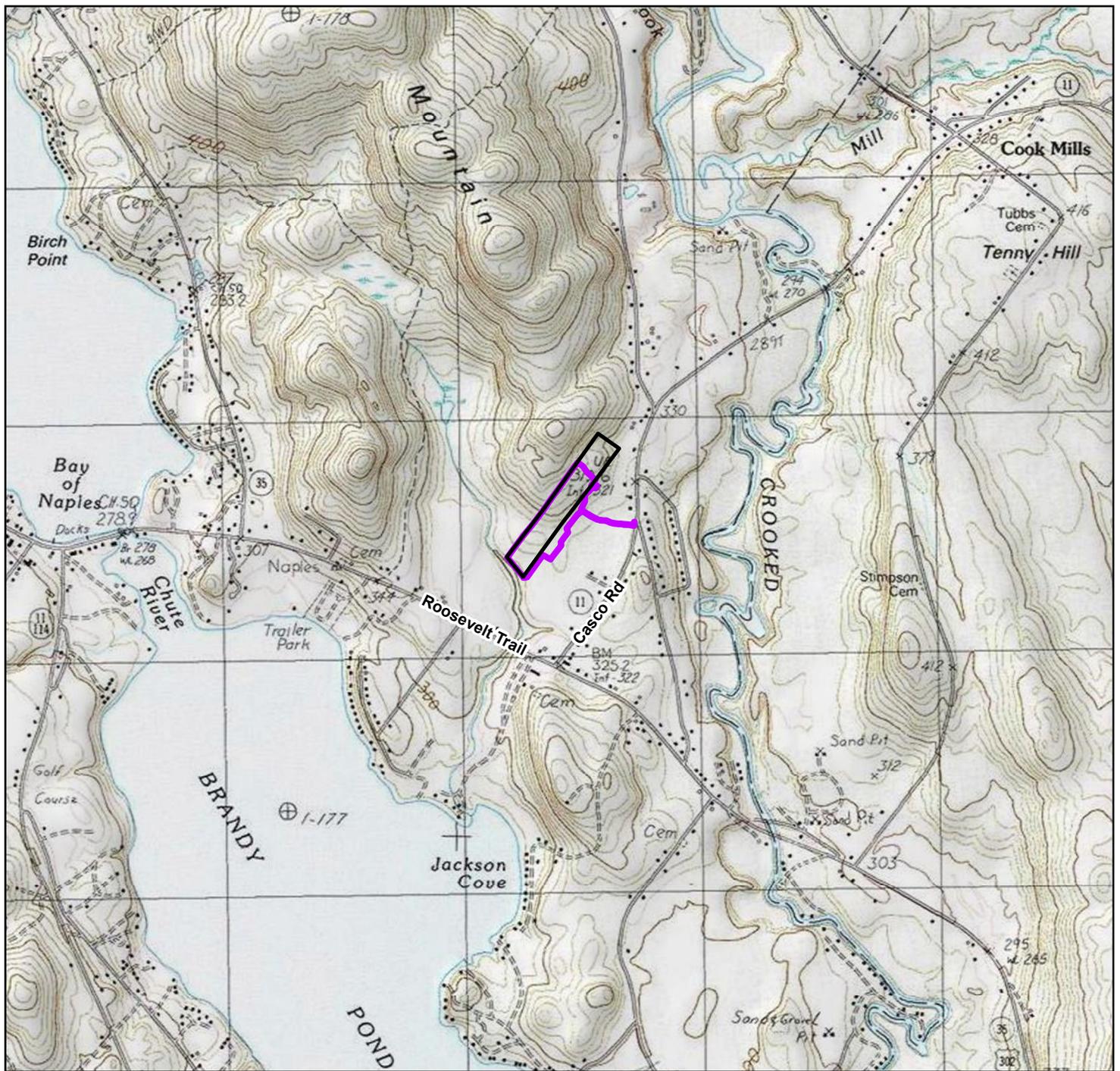
Date:

Specific conditions of approval for this project are enumerated in Appendix I.



# **Attachment B**

Site Location Maps



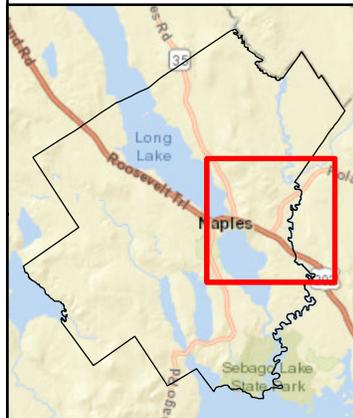
### SITE LOCATION

Soltage  
Foggy Property  
86 Casco Road  
Naples, Maine

### Legend

-  Site Boundary
-  Limit of Work

### Location of Site



### Notes & Sources

Data layer sources: Site Boundary from Survey. Limit of Work from proposed plan.  
Note: Site drains to Brandy Pond (a.k.a. Bay of Naples, a Lake most at risk) and Crooked River (a non-impaired water body).

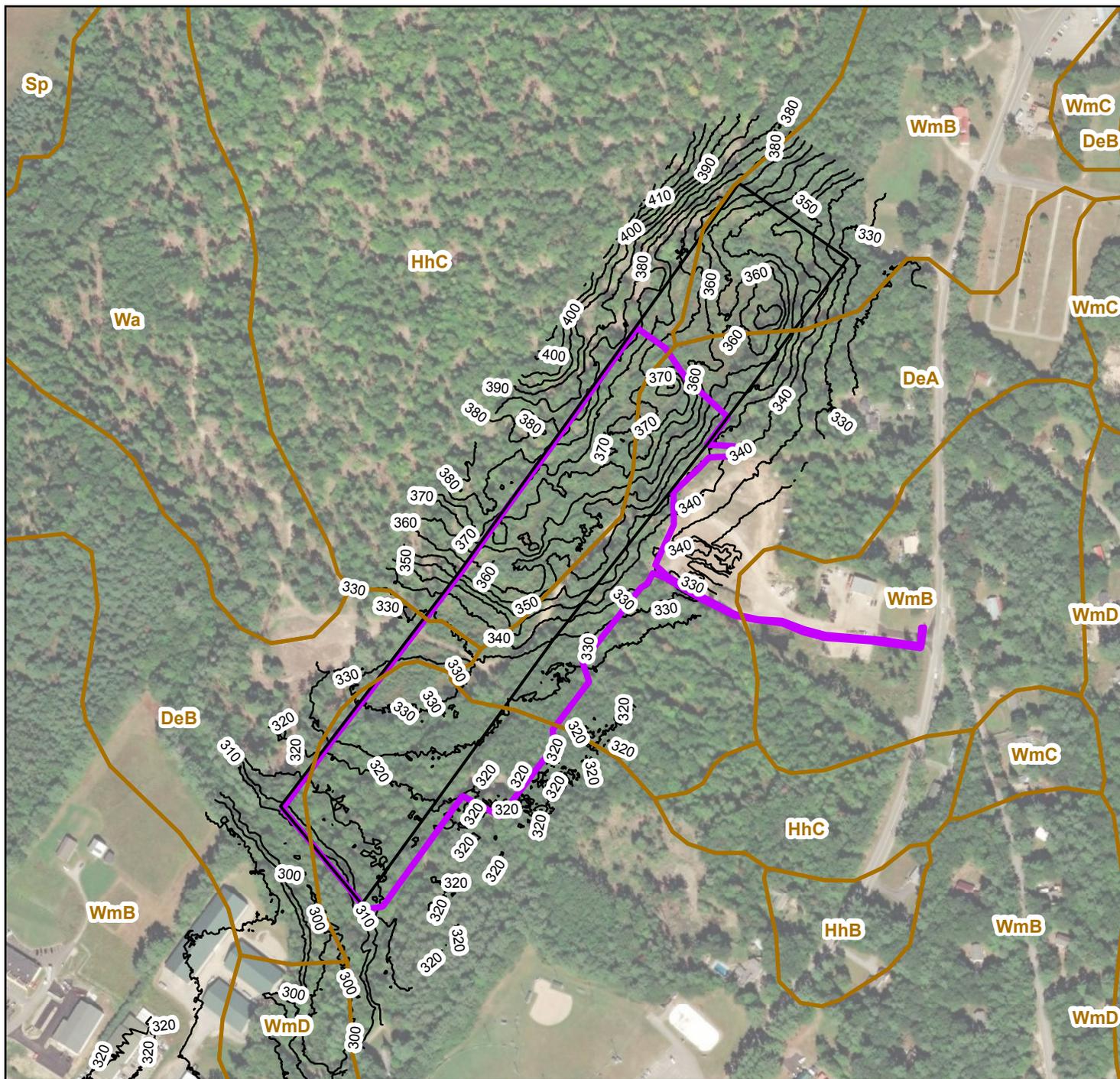


**wood.**

511 Congress Street  
Portland, ME 04101  
(207) 775-5401

FIGURE

1



### SITE PLAN

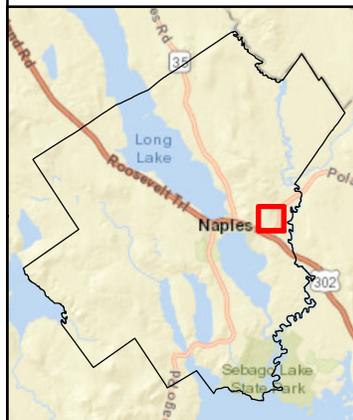
Soltage

86 Casco Road  
Naples, Maine

### Legend

-  Site Boundary
-  Limit of Work
-  SSURGO Soil Map Unit Boundary
-  5 Foot Contour

### Location of Site



### Notes & Sources

Data layer sources: Site Boundary from Survey Limit of Work from proposed plan. SSURGO Soil Map Unit Boundary from USDA NRCS Web Soil Survey. Elevation contours from 2013 USGS-NRCS Lidar: Maine (Cumberland, Kennebec and York) via NOAA Data Access Viewer.

Note: Site drains to Brandy Pond (a.k.a. Bay of Naples, a Lake most at risk) and Crooked River (a non-impaired water body).

0 200 400 Feet

**wood.**

511 Congress Street  
Portland, ME 04101  
(207) 775-5401

N

FIGURE

2

The logo for 'wood.' is positioned in the top right corner. It features the word 'wood.' in a dark blue, lowercase, sans-serif font. The period at the end of the word is a small dot. The background of the page is white, with large, light gray curved shapes on the left and bottom edges.

# **Attachment C**

Project Drawings



# **Attachment D**

Stormwater Drainage Plans

**GENERAL NOTES:**

- OWNER OF RECORD: ROBERT E. FOGG AS RECORDED IN BOOK 29672, PAGE 191 IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, LISTED IN THE TOWN OF NAPLES, ME TAX MAP U04, LOT 2.
- HORIZONTAL DATUM IS BASED ON MAINE STATE GRID COORDINATE SYSTEM NAD83 (2011) WEST ZONE. VERTICAL DATUM IS REFERENCED TO NAVD 88.
- PROPERTY IS LOCATED IN FLOOD ZONE "C" AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 230050 0016 B PANEL 16 OF 25, FOR THE TOWN OF NAPLES, CUMBERLAND COUNTY, MAINE, WITH EFFECTIVE DATE APRIL 1, 1982. ZONE "C" IS DESCRIBED AS AN AREA OF MINIMAL FLOODING.
- Q-TEAM, INC., RECORDED IN BOOK 35258, PAGE 58 RESERVES A RIGHT-OF-WAY OVER ALL EXISTING DRIVEWAYS LEADING FROM CASCO ROAD ACROSS A PARKING LOT AND EXTENDING TO THE SOUTHEASTERLY LINE OF ROBERT E. FOGG AS DESCRIBED IN A DEED RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 29672, PAGE 191.
- WOOD E&IS HAS NOT INDEPENDENTLY VERIFIED THE LOCATION, EXISTENCE, AND SERVICEABILITY OF ANY UTILITIES AND MAKE NO GUARANTEE TO THE COMPLETENESS OR THE ACCURACY OF ANY UTILITIES. ADDITIONAL UTILITIES MAY EXIST IN THE FIELD, WHICH ARE NOT SHOWN ON THIS PLAN. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD PRIOR TO EXCAVATION OR OTHER CONSTRUCTION ACTIVITIES. CALL "DIG SAFE" AT 1-888-344-7233 OR DIAL 811. WOOD E&IS ASSUMES NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED OR INACCURATELY SHOWN.
- LOCUS PARCEL IS A BACK LOT IN THE COMMERCIAL ZONING DISTRICT AND THE HAS 730.281 SF AND IS CONNECTED TO ROOSEVELT TRAIL BY A 50' ROW.

**PLAN REFERENCES:**

AS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS

- PLAN ENTITLED "SUBDIVISION OF LAND OF DANIEL P. CRAWFEY," RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 206, PAGE 485.
- PLAN ENTITLED "DIVISION OF LAND, 86 CASCO ROAD, NAPLES MAINE, RECORD OWNER ROBERT FOGG," RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 218, PAGE 488.

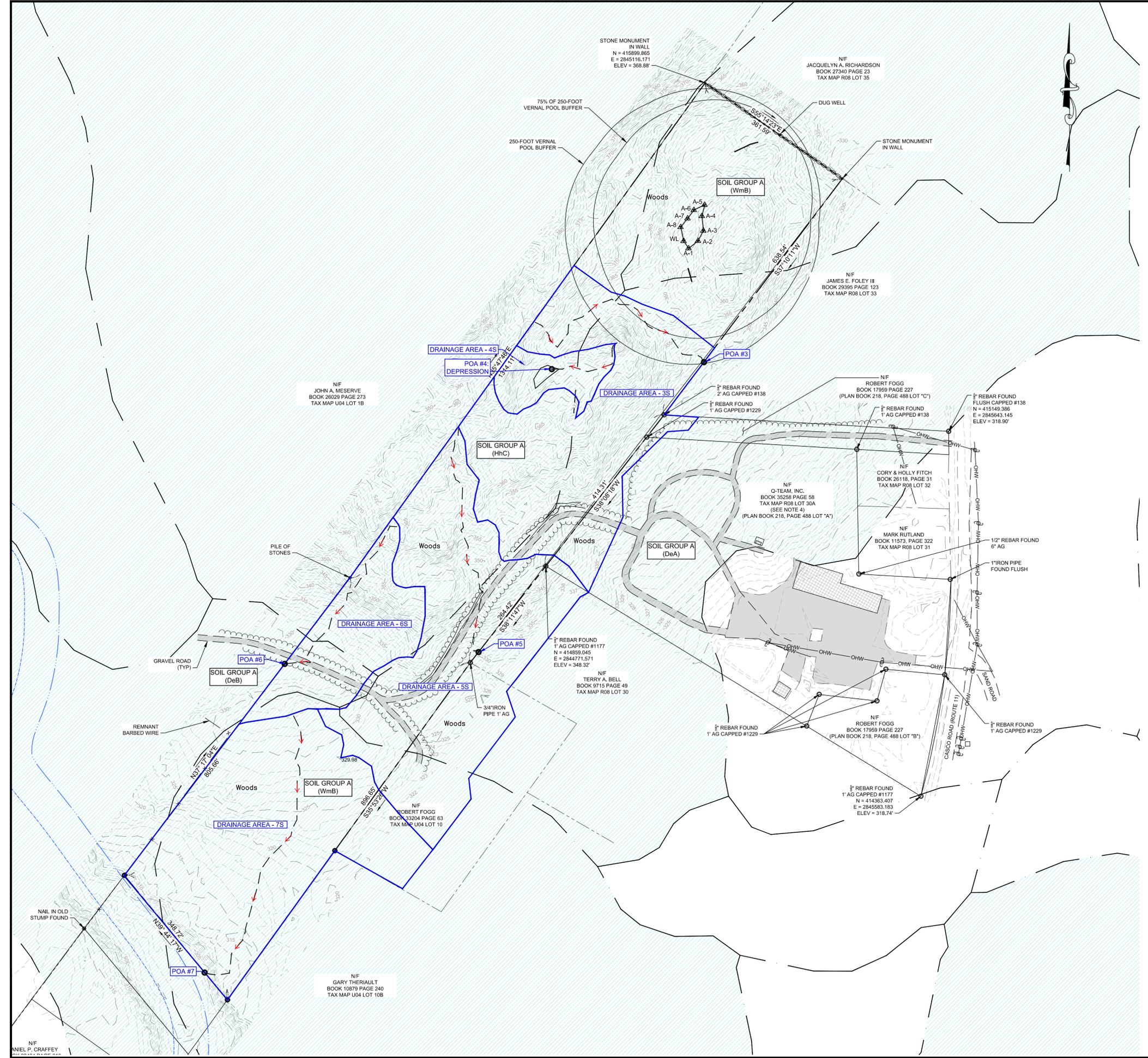
**LEGEND:**

**EXISTING:**

- MAJOR CONTOUR
- MINOR CONTOUR
- PROPERTY LINE
- ADJUTERS PROPERTY LINE
- WETLAND LINE
- STREAM (PER USGS)
- 75' STREAM SETBACK LINE
- EDGE OF PAVEMENT
- TREE LINE
- WETLAND FLAG WITH IDENTIFIER
- UTILITY POLE
- STRUCTURE
- GRAVEL

**STORMWATER:**

- DRAINAGE AREA BOUNDARY
- DRAINAGE AREA LABEL
- TIME OF CONCENTRATION
- POINT OF ANALYSIS
- SOIL BOUNDARY
- SOIL TYPE LABEL



**ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION**

NO.	DATE	REVISION	ISSUE / REVISION DESCRIPTION	ISSUED	APPROVED
1	05/27/2020		ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	CL	APV
0	01/28/2020		ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	CL	RUB

**PROJECT:**  
2,374.74 KW DC (2,000 KW AC) GROUND-MOUNT SOLAR PV DEVELOPMENT  
86 CASCO ROAD - FOGG PROPERTY  
NAPLES, MAINE 04055

**TITLE:**  
EXISTING STORMWATER CONDITIONS SITE PLAN

**CLIENT:**  
NAPLES CASCO SOLAR 1, LLC  
66 YORK STREET, 5TH FLOOR  
JERSEY CITY  
NEW JERSEY 07302

**SEAL:**

**DESIGNED BY:** CL  
**CHECKED BY:** MRC  
**PROJECT NUMBER:** 3652190228  
**DRAWING NUMBER:** SW-1  
**SHEET NUMBER:** 1 OF 2

**DRAWN BY:** DED  
**SCALE:** AS SHOWN

**GENERAL NOTES:**

- OWNER OF RECORD: ROBERT E. FOGG AS RECORDED IN BOOK 29672, PAGE 191 IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, LISTED IN THE TOWN OF NAPLES, ME TAX MAP U04, LOT 2.
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**PLAN REFERENCES:**  
AS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS

- PLAN ENTITLED "SUBDIVISION OF LAND OF DANIEL P. CRAWFEY," RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 206, PAGE 485.
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**LEGEND:**

**EXISTING:**

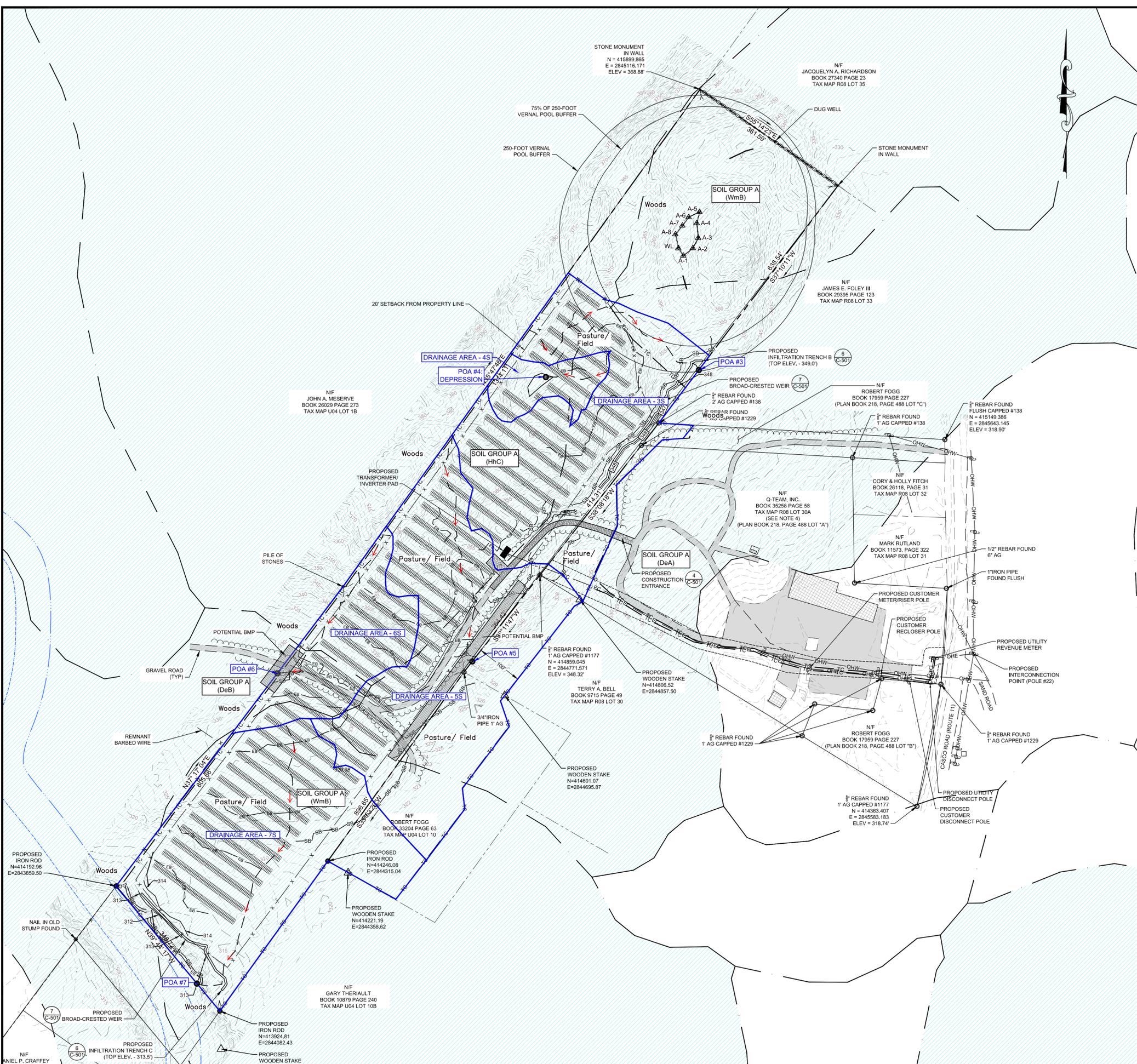
- 350- MAJOR CONTOUR
- 349- MINOR CONTOUR
- PROPERTY LINE
- - - ABUTTERS PROPERTY LINE
- - - WETLAND LINE
- - - STREAM (PER USGS)
- - - 75' STREAM SETBACK LINE
- - - EDGE OF PAVEMENT
- - - TREE LINE
- WD-1 WETLAND FLAG WITH IDENTIFIER
- UTILITY POLE
- STRUCTURE
- GRAVEL

**PROPOSED:**

- SOLAR PV ARRAY (1 C-507)
- EC UNDERGROUND ELECTRIC CONDUIT
- OHE OVERHEAD ELECTRIC LINE
- X 7' HIGH CHAIN LINK FENCE
- TC TREE CLEARING/LIMIT OF WORK
- SB SEDIMENT BARRIER (3 C-507)
- EB EROSION CONTROL MIX BERM (8 C-507)
- GRAVEL ACCESS WAY IMPROVEMENTS (2 C-507)
- CONSTRUCTION ENTRANCE (4 C-507)
- PROPOSED CONTOUR WITH ELEVATION

**STORMWATER:**

- DRAINAGE AREA BOUNDARY
- DRAINAGE AREA LABEL
- TIME OF CONCENTRATION
- POINT OF ANALYSIS
- SOIL BOUNDARY
- SOIL TYPE LABEL



**ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION**

ISSUE / REVISION DESCRIPTION	DATE	ISSUED	APPROVED
ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	05/27/2020	CL	APV
ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	01/29/2020	CL	RUB

PROJECT: 2,374.74 KW DC (2,000 KW AC) GROUND-MOUNT SOLAR PV DEVELOPMENT  
86 CASCO ROAD - FOGG PROPERTY  
NAPLES, MAINE 04055

TITLE: PROPOSED STORMWATER CONDITIONS SITE PLAN

CLIENT: NAPLES CASCO SOLAR 1, LLC  
66 YORK STREET, 5TH FLOOR  
JERSEY CITY  
NEW JERSEY 07302

DESIGNED BY: CL  
CHECKED BY: MRC  
PROJECT NUMBER: 3652190228  
DRAWING NUMBER: SW-2  
SHEET NUMBER: 2 OF 2

DESIGNED BY: CL  
DRAWN BY: DED  
CHECKED BY: MRC  
SCALE: AS SHOWN  
PROJECT NUMBER: 3652190228  
DRAWING NUMBER: SW-2  
SHEET NUMBER: 2 OF 2

UNLESS OTHERWISE AGREED IN A WRITTEN CONTRACT BETWEEN WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC. AND ITS CLIENT: (I) THIS DOCUMENT CONTAINS INFORMATION, DATA AND DESIGN THAT IS CONFIDENTIAL AND MAY NOT BE COPIED OR DISCLOSED; AND (II) THIS DOCUMENT MAY ONLY BE USED BY THE CLIENT IN THE CONTEXT AND FOR THE EXPRESS PURPOSE FOR WHICH IT HAS BEEN DELIVERED. ANY OTHER USE OR RELIANCE ON THIS DOCUMENT BY ANY THIRD PARTY IS AT THAT PARTY'S SOLE RISK AND RESPONSIBILITY.

## **Attachment E**

MDIFW Correspondence



STATE OF MAINE  
DEPARTMENT OF  
INLAND FISHERIES & WILDLIFE  
284 STATE STREET  
41 STATE HOUSE STATION  
AUGUSTA ME 04333-0041



February 6, 2020

John Rand  
Wood  
511 Congress Street, Suite 200  
Portland, ME 04101

**RE: Information Request – Soltage LLC Solar Fogg Property Project, Naples**

Dear John:

Per your request received on January 15, 2020, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *Soltage LLC Solar Fogg Property project* in Naples. Note that as project details are lacking, and due to the general nature and scale of the map that was provided, our comments are non-specific and should be considered preliminary.

Our Department has not mapped any Essential Habitats that would be directly affected by your project.

***Endangered, Threatened, and Special Concern Species***

Bats - Of the eight species of bats that occur in Maine, the three *Myotis* species are afforded special protection under Maine's Endangered Species Act (MESA, 12 M.R.S §12801 et. seq.): little brown bat (State Endangered), northern long-eared bat (State Endangered), and eastern small-footed bat (State Threatened). The five remaining bat species are designated as Species of Special Concern: big brown bat, red bat, hoary bat, silver-haired bat, and tri-colored bat. While a comprehensive statewide inventory for bats has not been completed, based on historical evidence, it is likely that several of these species occur within the project area during the fall/spring migration, the summer breeding season, and/or for overwintering. If the proposed project has a Federal nexus, either via funding or permitting, or if the project is not consistent with the USFWS "4(d) Rule", we recommend that you contact the U.S. Fish and Wildlife Service--Maine Fish and Wildlife Complex (Wende Mahaney, Wende\_Mahaney@fws.gov, 207-902-1569) for further guidance on their perspective, as the northern long-eared bat is also listed as a Threatened Species under the Federal Endangered Species Act. The USFWS "4(d) Rule" provides guidance for protection of bat winter hibernacula and maternity roost trees for northern long-eared bats (see <https://www.fws.gov/midwest/endangered/mammals/nleb/4drule.html>). MDIFW Endangered Species Rules for bats (Chapter 8.06; see link at <http://www.maine.gov/sos/cec/rules/09/137/137c008.docx>) provide equivalent seasonal protection of maternity roost trees for any of the three state-listed bats, seasonally prohibits entry into subsurface winter hibernacula, and has additional protections for tree removal within ¼ mile of subsurface winter hibernacula. At present, no maternity roost trees have been designated for protection.

In addition to traditional hibernacula like caves and old mines, recent findings indicate that *Myotis* and big brown bats may also overwinter in exposed rocky features. To date, Maine talus and rocky outcrop studies have focused on relatively exposed slopes with minimal canopy cover, although ongoing research

has shown that bats use rocky areas under the forest canopy. Occupied talus slopes in Maine have consisted of variable rock sizes, ranging in size from softball-sized to car-sized boulders. Rock piles, rock ledges, and small vertical cracks in rocks (>1/2-inch-wide) create crevices that allow bats to access deeper cavities that provide protection from predators and suitable temperature and humidity conditions. Some species of bat, like the eastern small-footed bat, use rocky features year-round. A desktop GIS analysis does not indicate the presence of these features in your project area; however, not all talus and rocky features have been mapped statewide. Therefore, we advise that all areas of talus and rocky features of approximately 1,000 square feet or greater in size be documented on and within 250 feet of your project area, including smaller areas of rock piles and tailings (i.e., quarry spoils). See attached photographs for representative features—these photographs are not all-inclusive and should be used for guidance purposes only. Detailed photographs and coordinates should be submitted to MDIFW for review, and acoustic monitoring may be recommended to document occupancy. Alternatively, these features should be appropriately buffered commensurate with the size and layout of the project. If these features are not present in the project area, our Agency does not anticipate significant impacts to any of the bat species as a result of this project based on currently best available science.

### ***Significant Wildlife Habitat***

Significant Vernal Pools - At this time MDIFW Significant Wildlife Habitat (SWH) maps indicate no known presence of SWHs subject to protection under the Natural Resources Protection Act (NRPA) within the project area, which include Waterfowl and Wading Bird Habitats, Seabird Nesting Islands, Shorebird Areas, and Significant Vernal Pools. However, a comprehensive statewide inventory for Significant Vernal Pools has not been completed. Therefore, we recommend that surveys for vernal pools be conducted within the project boundary by qualified wetland scientists prior to final project design to determine whether there are Significant Vernal Pools present in the area. These surveys should extend up to 250 feet beyond the anticipated project footprint because of potential performance standard requirements for off-site Significant Vernal Pools, assuming such pools are located on land owned or controlled by the applicant. Once surveys are completed, survey forms should be submitted to our Agency for review well before the submission of any necessary permits. Our Department will need to review and verify any vernal pool data prior to final determination of significance.

### ***Fisheries Habitat***

We recommend that 100-foot undisturbed vegetated buffers be maintained along streams. Buffers should be measured from the edge of stream or associated fringe and floodplain wetlands. Maintaining and enhancing buffers along streams that support coldwater fisheries is critical to the protection of water temperatures, water quality, natural inputs of coarse woody debris, and various forms of aquatic life necessary to support conditions required by many fish species. Stream crossings should be avoided, but if a stream crossing is necessary, or an existing crossing needs to be modified, it should be designed to provide full fish passage. Small streams, including intermittent streams, can provide crucial rearing habitat, cold water for thermal refugia, and abundant food for juvenile salmonids on a seasonal basis and undersized crossings may inhibit these functions. Generally, MDIFW recommends that all new, modified, and replacement stream crossings be sized to span at least 1.2 times the bankfull width of the stream. In addition, we generally recommend that stream crossings be open bottomed (i.e. natural bottom), although embedded structures which are backfilled with representative streambed material have been shown to be effective in not only providing habitat connectivity for fish but also for other aquatic organisms. Construction Best Management Practices should be closely followed to avoid erosion, sedimentation, alteration of stream flow, and other impacts as eroding soils from construction activities

Letter to John R&, Wood  
Comments RE: Soltage LLC Solar Fogg Property, Naples  
February 6, 2020

can travel significant distances as well as transport other pollutants resulting in direct impacts to fish and fisheries habitat. In addition, we recommend that any necessary instream work occur between July 15 and October 1.

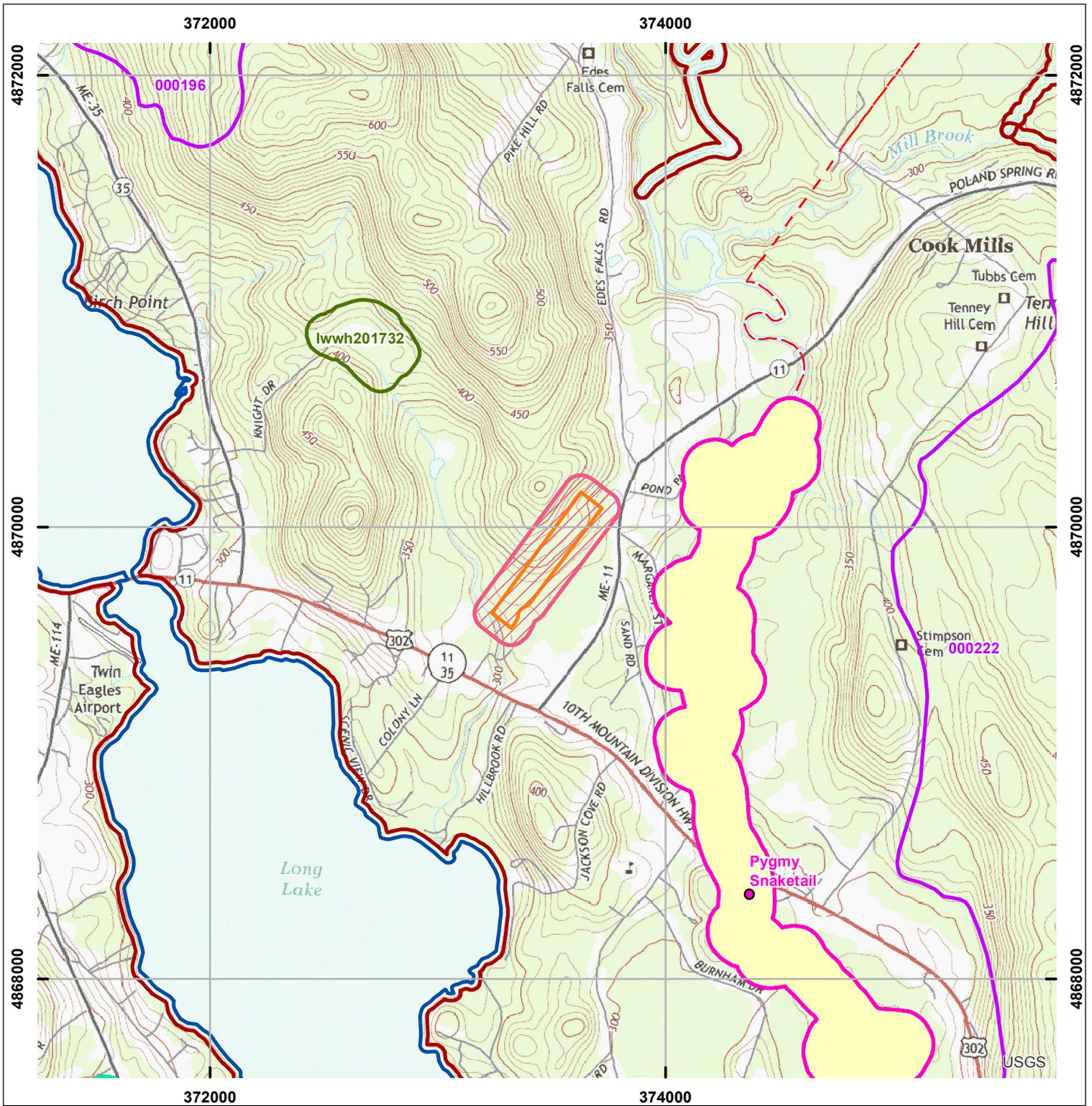
This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program, Maine Department of Marine Resources, and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,

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

Becca Settele  
Wildlife Biologist



## Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: Soltagge LLC Solar Fogg Property, Naples (Version 1)



Maine Department of  
Inland Fisheries and Wildlife



Projection: UTM, NAD83, Zone 19N

Date: 1/16/2020



**Representative Photographs of Suitable Bat Rock-Roosting Sites**

Prepared by the Maine Department of Inland Fisheries and Wildlife

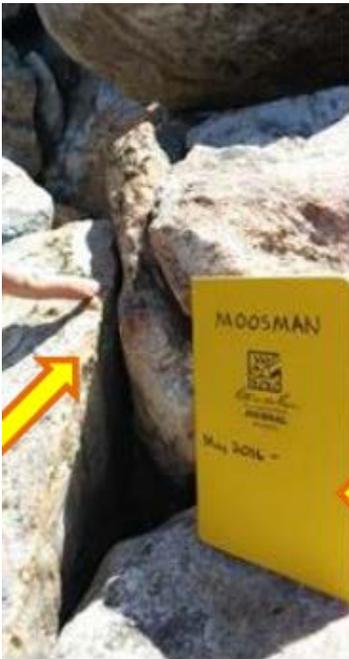
*Photographs are for guidance only and should not be considered all-inclusive.*

*Arrows indicate sites of rock-roosting bats.*

Photographs used by permission: Paul R. Moosman, Jr., Department of Biology, Virginia Military Institute









STATE OF MAINE  
DEPARTMENT OF  
INLAND FISHERIES & WILDLIFE  
284 STATE STREET  
41 STATE HOUSE STATION  
AUGUSTA ME 04333-0041



April 15, 2020

John Rand  
Wood  
511 Congress Street, Suite 200  
Portland, ME 04101

**RE: Proposed Soltage LLC Solar Fogg Property, Naples Solar Project; Endangered, Threatened Species, Habitat Determination**

Dear John Rand:

I am writing in response to your request for a determination from the Maine Department of Inland Fisheries and Wildlife (MDIFW) on the potential for the above referenced project to result in adverse impacts to Maine-listed Endangered or Threatened species or their habitats, pursuant to the Maine Public Utilities Commission's Distributed Generation Siting Attribute criteria.

The Maine Endangered Species Act (MESA; 12 M.R.S §12801 et. seq.) identifies all inland fish and wildlife species that are listed as Endangered or Threatened in Maine and provides the Commissioner of MDIFW with the authority to implement MESA. Pursuant to MESA, listed species are afforded protection against activities that may cause "take" (kill or cause death), "harassment" (create injury or significantly disrupt normal behavior patterns), and other adverse actions. There is no comprehensive statewide inventory that includes all Endangered and Threatened species occurrences and habitats. Though many resources are included on data layers and resource maps, the completeness of these varies by species, habitat type, location, and previous survey efforts. Thus, such tools should be considered preliminary unless otherwise indicated by MDIFW. It is the applicant's ultimate responsibility to ensure that their actions do not result in take, harassment, or other adverse actions for Endangered or Threatened species, regardless of whether species occurrences or habitats have been previously identified and mapped.

MDIFW's determination for this proposed project site is indicated in the selection below:

- Based on review of the information provided, current documentation and available information indicate no known adverse impacts to Maine-listed Endangered or Threatened species or habitats on the proposed project site or in the vicinity.**
- Based on review of the information provided, current documentation and available information indicate no known adverse impacts to Maine-listed Endangered or Threatened species or habitats on the proposed project site. However, Maine-listed Endangered or Threatened species or habitats have been documented in the vicinity of the proposed project site and MDIFW recommends further investigations and surveys to enable a more definitive determination. Please contact MDIFW for further guidance and survey protocols.**
- Based on review of the information provided, current documentation and available information indicate the presence of Maine-listed Endangered or Threatened species or habitats on the proposed project site.**

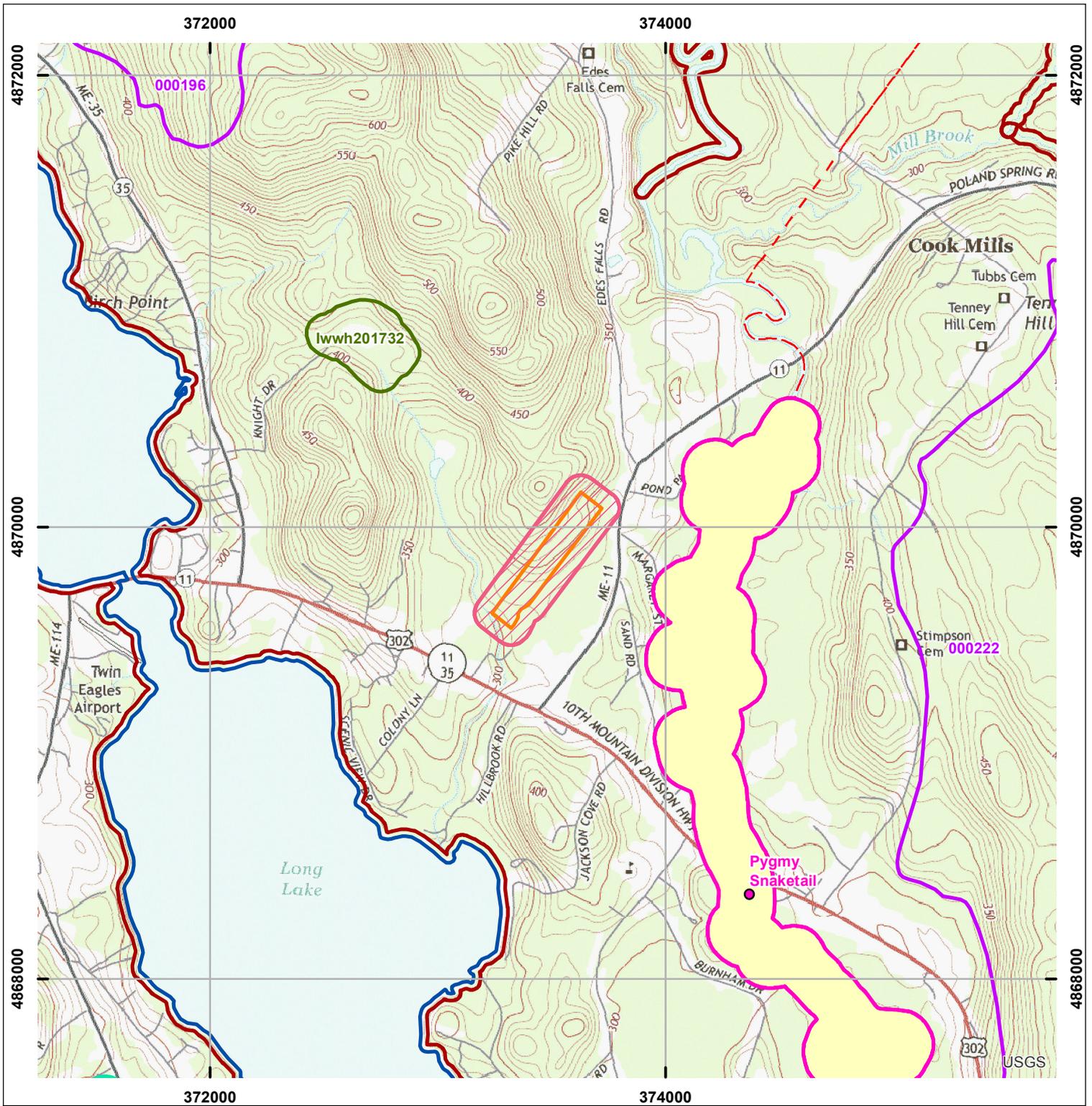
Please note that this determination relates only to known information on Maine-listed Endangered or Threatened species and their habitats in relation to the proposed project site. This determination does not constitute a full environmental review of the proposed project and no assertions are being made in reference to any other fisheries, wildlife, or other natural resources typically of concern to MDIFW and which may or may not be present on or in the vicinity of the project site. If you require additional information, please contact [IFWEnvironmentalreview@maine.gov](mailto:IFWEnvironmentalreview@maine.gov).

Sincerely,

A handwritten signature in black ink that reads "Bob Stratton" with a small "IFW" written below the name.

Robert D. Stratton  
Environmental Program Manager  
Maine Department of Inland Fisheries & Wildlife

Cc: Sally Zeh, Christine Cook (MPUC)  
Jim Beyer (MDEP)

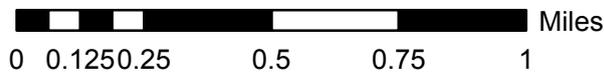


## Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: Soltage LLC Solar Fogg Property, Naples (Version 1)



Maine Department of  
Inland Fisheries and Wildlife



Projection: UTM, NAD83, Zone 19N

Date: 4/14/2020

ProjectPoints	Deer Winter Area	Roseate Tern
ProjectLines	LUPC p-fw	Piping Plover and Least Tern
ProjectPolys	Cooperative DWAs	Aquatic ETSc - 2.5 mi review
ProjectSearchAreas	Seabird Nesting Islands	Rare Mussels - 5 mi review
Maine Cliff and Talus Areas	Shorebird Areas	Maine Heritage Fish Waters
	Inland Waterfowl and Wading Bird	Arctic Charr Habitat
	2008 lwwh - Shoreland Zoning	Redfin Pickerel and Swamp Darter Habitats - buffer100ft
	Tidal Waterfowl and Wading Bird	Special Concern occupied habitats - 100ft buffer
	Significant Vernal Pools	Wild Lake Trout Habitats
	Environmental Review Polygons	



## **Attachment F**

MHPC Correspondence



The title 'Attachment G' is centered on the page in a bold, black, sans-serif font. 

**Attachment G**

The text 'Lease Option Agreement' and 'Tree Cutting Agreement' is centered below the title in a black, sans-serif font. 

Lease Option Agreement  
Tree Cutting Agreement

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into AUG 7, 2019 (the "Effective Date"), by and between Robert Fogg ("Landlord") and Naples Casco Solar 1, LLC, a Delaware limited liability company ("Tenant").

### RECITALS

Landlord is the owner of approximately 16 acres in the Town of Naples, Cumberland County, Maine more particularly described on Exhibit A (the "Property"), in which Landlord desires to lease a portion as preliminarily depicted on Exhibit B, together with all improvements and appurtenant rights and easements pertaining to the Property (collectively, the "Leased Premises" or "Premises") to be occupied and used upon the terms and conditions set forth in the Lease, and together with any additional rights granted to Tenant herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises on the terms and conditions of this Lease as follows:

#### 1. Key Commercial Terms.

- 1.1 **Term.** The "Initial Term" shall begin on the earlier of (i) the day after the expiration of the Due Diligence Period (as defined below), and (ii) the date that Tenant begins construction of the System (as hereinafter defined) on the Premises as confirmed by written notice from Tenant to Landlord (the "Commencement Date"), and shall terminate at midnight on the last day of the calendar month containing the 20<sup>th</sup> anniversary of the Commencement Date. Tenant may extend the Initial Term for up to three (3) additional five (5) year periods (each an "Extension Term" and collectively, the "Extension Terms") by providing notice to Landlord no less than six months prior to expiration of the then-existing term. The Initial Term together with any Extension Terms is collectively referred to as the "Term".
- 1.2 **Rent.** The annual rent for the first year of the Term shall be [REDACTED] for the entirety of the Leased Premises ("Rent") and shall be paid to Landlord within 10 days of the Commencement Date, or if the Commencement Date is not the first day of a calendar month then said Rent shall be due on the first day of the calendar month following the Commencement Date, and thereafter shall be paid annually, in advance, on each anniversary of the first Rent due date. Beginning on the second anniversary and each subsequent anniversary during the term, the annual rent shall increase by [REDACTED] until the Lease is ends or is terminated as provided herein.
- 1.3 **Due Diligence Period.** Tenant shall have three (3) years from the Effective Date, ending at midnight on the last day of the calendar month containing the 3<sup>rd</sup> anniversary of the Effective Date ("Due Diligence Period"), to determine if the Leased Premises is suitable for Solar Operations (as hereinafter defined) and to conduct, at Tenant's sole expense, any testing Tenant deems appropriate. During the Due Diligence Period, Tenant shall pay Landlord the sum of [REDACTED] annually ("Due Diligence Rent"). Due Diligence Rent shall be paid annually, in advance, with initial rent due within 30 days of the Effective Date, or if the Effective Date is not the first day of a calendar month then said Due Diligence Rent shall be due on the first day of the calendar month following the Effective Date. Any Due Diligence Rent paid for the period during which the Commencement Date occurs shall be pro-rated and the portion applicable to the months or days remaining in that period shall be credited for any future Rent payments due to Landlord for the Initial Term, until the balance of any credit is zero.
- 1.4 **Termination.** Tenant, in its sole and absolute discretion, may terminate this Lease with no further liability upon thirty (30) days written notice to Landlord, whereupon all rights and obligations of the Parties hereunder shall cease except those set forth in Section 11.2 below and any others that are expressly stated to survive termination of this Lease. Upon the giving of such termination notice by Tenant, any payments made by the Tenant may be retained by Landlord and Tenant shall have no obligation to make additional payments.
- 1.5 **Taxes.** Landlord shall pay all taxes of every kind and nature (including real and personal property, income, gross receipts, franchise, profits, sales and withholding taxes), all general and special assessments, water and sewer rents and charges, and all levies, permits, inspection and license fees and other public charges now or hereafter levied or assessed against the Property (but not the System, as hereafter defined) as liens or assessments as the same shall become due and payable from time to time and before interest or penalties accrue thereon. Without limiting the generality of the foregoing, Landlord shall pay any "tree growth," "open space," or other land use conversion tax penalty that may result from this Lease. Landlord shall under no circumstances permit the Property to be sold or advertised for sale for nonpayment of any tax. Landlord shall deliver to Tenant receipts evidencing the payment of such tax within three (3) days after Tenant's demand therefor. If Landlord shall fail to pay any such taxes when due, Tenant shall have the right, but not the obligation, to pay the same on behalf of Landlord and deduct all such payments from future Rent obligations.

During the Lease Term, Tenant shall pay, (or reimburse Landlord for payment of) any/all taxes and assessments levied or assessed against its personal property located on the Premises, including, without limitation the System,

and all other taxes, including property tax increases specifically triggered by development and build-out of the System, (but not including any "tree growth," "open space," or other land use conversion tax penalty that may result from this Lease), assessments or other public charges or fees assessed or imposed by reason of the System or the conduct of Tenant's business, including, but not limited to, sales and income taxes.

1.6 **Site Preparation.** From and after the Commencement Date, Tenant shall have access to the Property for the purposes of preparing it for Solar Operations. Such preparation shall include clearing timber, stumps and other debris, improvement, or growth and grading the Leased Premises. Tenant shall have the right to retain the proceeds from such activities, including the sale of any timber.

2. **Lease.** Subject to Tenant's termination right and effective as of the Commencement Date, Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises. Prior to the Commencement Date, Tenant shall complete a final site plan and survey delineating the Leased Premises and the locations of any Easements (as hereinafter defined), and the parties shall amend **Exhibit B** based on such survey to more accurately reflect the Leased Premises and which shall definitively establish the acreage of the Leased Premises. The Leased Premises shall consist of a minimum of approximately 16 acres.

3. **Solar Operations; System.** Tenant may use the Leased Premises to build and operate a solar photovoltaic power array for the generation and distribution of electric power (the "Solar Operations"), which shall include without limitation developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) solar electric power generation facilities; power collection facilities, including distribution and collection lines, wires and cables, conduit, footings, foundations, vaults, junction boxes, switching facilities, transformers, and above-ground transformers; control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; utility installations; signs; fences, gates and other safety and protection facilities; energy storage equipment; and other improvements, facilities, appliances, machinery and equipment in any way related to or associated with converting solar energy into electrical energy, storing it and transmitting the same (collectively, the "System"); and (ii) roads, culverts and erosion control facilities; laydown areas, crane pads and staging areas necessary for the installation and maintenance of the System; and undertaking any other activities to determine the feasibility of the Property including conducting surveys, studies of environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. Tenant shall pay all utility costs incurred on the Leased Premises by reason of the Solar Operations. Further, Landlord acknowledges and agrees that direct access to sunlight ("Sunlight") is essential to the value to Tenant of the rights granted in this Lease and is a material inducement to Tenant in entering into this Lease. Landlord shall not engage in or permit others to engage in activities on the Property or any adjacent parcel of land owned or controlled by Landlord ("Adjacent Property"), including that land described on **Exhibit C** attached hereto, that could adversely affect Sunlight, including but not limited to the construction of any structures, or activities that encourage or stimulate the growth of foliage. If Landlord becomes aware of any potential activity on any Adjacent Property that could diminish the Sunlight at the Property, Landlord shall use its best efforts both to timely advise Tenant of such information and to reasonably cooperate with Tenant in taking measures to preserve the levels of Sunlight at the Property which exist as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and in equity, including but not limited to, specific performance, to compel compliance with this Section.

4. **Use.**

4.1 **Construction; Maintenance; Compliance with Laws.** Throughout the Term, Tenant will, at Tenant's sole expense, maintain the System in good condition and repair, ordinary wear and tear, matters of casualty or condemnation excepted, and will comply in all material respects with all applicable laws, rules, ordinances, orders, and regulations of governmental authorities ("Applicable Laws"). Tenant shall have the right, in its sole discretion and expense, to contest by appropriate legal proceedings brought in the name of Tenant and/or Landlord, the validity or applicability to the Leased Premises or the System of any Applicable Law. Landlord will cooperate in every reasonable way in any such contest, but at no out-of-pocket expense to Landlord.

4.2 **Exclusive Right; System Property of Tenant.** Except as provided in section 4.2(A). Tenant shall have the exclusive right to develop and use the Leased Premises. Landlord shall not grant, or permit to be granted, any lease, sublease, easement, license, access, ingress, egress, concession, co-tenancy or other use, right or privilege of any nature whatsoever, on, over, under or above any portion of the Leased Premises during the Due Diligence Period or the Term. Landlord shall reasonably cooperate with Tenant in connection with its Solar Operations, and upon request by Tenant, will make available to Tenant for inspection copies of all reports, agreements, surveys, plans and other records of Landlord that relate to the feasibility of the construction of the System on the Leased Premises or any Adjacent Property. Any System constructed or placed on the Property by Tenant shall be owned and remain the sole property of Tenant, and may be replaced, repaired or removed at any time by

Tenant during the Term. Landlord acknowledges and agrees that despite that portions of the System may be affixed to the Leased Premises, (i) Tenant is the exclusive owner and operator of the System and Solar Operations, (ii) the System and Solar Operations shall not be construed to be a fixture and (iii) Tenant is the exclusive owner of the electricity generated by the Solar Operations and any/all environmental attributes, incentives and credits derived including without limitation any offsets, allowances, renewable energy credits, carbon credits, Green-e products, investment tax credits and production tax credits. Landlord has no right, title or interest in the Solar Operations and has waived all rights it may have to place a lien on the Solar Operations and/or the System.

4.3 **Liens.** Tenant will keep the Property free of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Leased Premises at the request of Tenant. Tenant shall have the right in its sole discretion to contest by appropriate legal proceedings, brought in the name of Tenant and/or Landlord, the validity or amount of any lien; provided, however Tenant shall first take such measures as may be required under applicable law to protect Landlord's interest in the Property. Landlord will keep the Property free of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property at the request of Landlord. Landlord shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or amount of any lien, provided that Landlord shall first take such measures as may be required under applicable law to ensure that Tenant's interest in the Property is protected.

4.4 **Landlord and Third-party Access.** Landlord shall have the right, at its sole risk, to enter the Leased Premises to inspect the same at reasonable times, and upon reasonable advance written notice to Tenant; provided that such entry shall not interfere with the Solar Operations. –Tenant shall have the right to accompany Landlord during any such entry and Landlord shall comply with any and all reasonable safety rules established by Tenant. Tenant shall have the power and authority to control and prevent access of third parties to the Leased Premises. Tenant may invite third parties upon the Leased Premises without permission from Landlord.

5. **Taking.** If Landlord or Tenant receives any notice of a taking of any portion of the Leased Premises, it will promptly notify the other party and agree as follows: (i) In the event of a taking of all of the Leased Premises or, in Tenant's discretion, a substantial portion as would render the balance of the Leased Premises not suitable for Tenant's use (a "Total Taking"), this Lease shall terminate upon the date possession is surrendered to the condemning authority, at which time all rights and obligations between the parties shall cease and Rent and other charges payable by Tenant under this Lease shall be apportioned, (ii) in the event of a taking that is less than a Total Taking (a "Partial Taking"), or in the event Tenant elects not to terminate this Lease, then this Lease shall terminate upon the date that possession is surrendered to the condemning authority, but only as to the portion or portions so taken and otherwise, this Lease shall remain in full force and effect and Tenant shall be entitled to a proportionate reduction of Rent based on the acreage taken, (iii) in the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Property, then the single award shall be fairly and equitably apportioned between Landlord and Tenant (the "Awards"), (iv) the portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Property, but not the improvements thereon, (v) the portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any Improvements, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation, (vi) Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord, and (vii) Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

6. **Indemnification and Insurance.** Except to the extent such damages or claims are directly attributable to the actions or omissions of Tenant or any of Tenant's agents, officers, directors, employees or contractors, Landlord shall indemnify and hold Tenant harmless from any and all damages or claims that Tenant may be compelled to pay or defend arising out of: (i) negligent acts or omissions or willful misconduct of Landlord, its agents, officers, directors, employees or contractors; or (ii) the material breach by Landlord of any of its obligations, representations or warranties under this Lease. Except to the extent such damages or claims are directly attributable to the actions or omissions of Landlord or any of Landlord's agents, officers, directors, employees or contractors, Tenant shall indemnify and hold Landlord harmless from any and all damages or claims that Landlord may be compelled to pay or defend arising out of: (i) negligent acts or omissions or willful misconduct of Tenant, its agents, officers, directors, employees or contractors; or (ii) the material breach by Tenant of any of its obligations, representations or warranties under this Lease. Landlord damages shall not include losses of rent, business opportunities, profits and the like that may result from the Solar Operations. During the Term, Tenant shall maintain general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00), which shall name Landlord as an additional insured. Tenant shall maintain

adequate casualty insurance for damage or destruction to the System situated on the Premises, and any insurance proceeds recovered under said policies on account of any damage or destruction shall be paid to Tenant.

## 7. **Assignments, Mortgages, Transfers.**

7.1 Transfers by Tenant. This Lease shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and assigns. Tenant may pledge, sell, grant, assign, collaterally assign, sublease, mortgage and otherwise transfer (each, a "Transfer") this Lease or Tenant's leasehold interest in the Leased Premises, in whole or in part, without Landlord's consent; provided that Tenant shall notify Landlord within a reasonable time after such Transfer. In the event that Tenant mortgages, collaterally assigns, or otherwise encumbers or grants security interests in all or any part of its interest in the Leased Premises as security to various financing parties, including without limitation, lenders, banks and tax equity investors (collectively, "Financing Parties" and each a "Financing Party"), Landlord shall cooperate with Tenant and any of its Financing Parties as reasonably necessary in connection with such grant of security including execution and delivery of all documents reasonably requested by a Financing Party in a form satisfactory to Landlord, Tenant and Financing Party.

7.2 Transfers by Landlord; No Subdivision. During the term of this Lease, Landlord shall neither sell any portion of the Property, nor divide the Property by any other means constituting a "division" pursuant to the subdivision laws of the State of Maine, the ordinances of the Town of Naples, or any other applicable statute, law, ordinance, by-law or rule, without the prior written consent of Tenant in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall give Tenant at least 30 days prior notice of any Transfer by Landlord of its interest in the Property or in this Lease. Any such Transfer shall be expressly subject to this Lease. For Transfers pursuant to the death of Landlord, Landlord's executor or successor in interest should endeavor to provide notice of such Transfer (or proceedings that will result in such a Transfer) to Tenant as promptly as possible under the circumstances. Landlord shall notify Tenant of the closing of such Transfer, and if applicable, the name and contact information of the successor to Landlord's interest and payment instructions for Rent and other amounts due under the Lease; provided, that Landlord shall indemnify Tenant for losses arising from Tenant's payment of Rent or other amounts as so directed. Under no circumstances shall a Transfer by Landlord include the Solar Operations and/or System.

7.3 Estoppel Certificates and Cooperation. Landlord will, within ten business days following request, execute such estoppel certificates, consents to assignment and/or non-disturbance agreements as Tenant or any Financing Party may reasonably request at any time and from time to time. Landlord's failure to deliver an estoppel certificate within such time shall be conclusive: (i) that this Lease is in full force and effect without modification, except as may be represented by Tenant, and (ii) that there are no uncured defaults by Tenant of this Lease.

7.4 Landlord Mortgage; Landlord Liens. Any mortgage or other security interest encumbering the Property shall recognize the validity of this Lease, by nondisturbance agreement satisfactory to Tenant and any Financing Party. In the event the Property is encumbered by a mortgage or other security interest on the Effective Date or on the date of recording of the Memorandum of Lease pursuant to Section 12.12 below, Landlord will immediately obtain and furnish to Tenant a nondisturbance agreement for each such mortgage or other security interest in recordable form. Any such nondisturbance agreement shall include provisions to the effect that:

- (i) in the event of foreclosure, sale pursuant to a foreclosure, or other action taken under the mortgage by the holder(s) thereof, this Lease and the rights and privileges of Tenant hereunder shall not be interrupted or disturbed but shall continue in full force and effect subject, however, to the provisions of this Lease concerning Tenant defaults;
- (ii) in the event the System upon the Premises shall be damaged or destroyed by fire or other casualty, or if a portion of the Premises or the Property shall be taken by or under threat of eminent domain proceedings, all insurance proceeds and/or condemnation awards paid by reason of such damage, destruction or taking shall be paid and applied in accordance with the provisions of this Lease; and
- (iii) the right of Tenant to construct improvements upon the Premises shall be governed by the applicable provisions of this Lease and not by the provisions of the mortgage.

In the event Landlord shall be in breach of the foregoing agreement and shall fail to remedy such breach within sixty (60) days after being given notice of such breach, Tenant shall have the right to terminate this Lease by giving notice of such termination to Landlord, and upon giving such notice this Lease shall terminate and expire and any unearned rent shall be immediately returned to Tenant. Landlord shall promptly provide Tenant with a copy of any default notices that Landlord receives with respect to any obligation secured by a mortgage or lien on the Property. If Landlord fails to pay any of its obligations secured by a mortgage or other lien on the Property when due, Tenant may, at its option, pay the amount due and deduct the amount paid

from the amount otherwise payable for the Rent due Landlord. Landlord expressly acknowledges and agrees that any statutory or common law lien rights in favor of Landlord or any mortgage granted by Landlord subsequent to the date of this Lease, as the case may be, are expressly waived, or if waiver is not permitted under applicable law, are subordinate and inferior to Tenant's right, title and interest in this Lease, and to any liens and security interests granted by Tenant in favor of any Financing Party. Landlord shall execute or cause its lender to execute any further documentation which may be reasonably requested by Tenant, to evidence such subordination.

7.5 **Personal Property of Tenant.** Tenant, and every successor and assign of Tenant, shall also have the absolute right, without Landlord's consent, to place liens upon or give security interests in any or all of the System and personal property erected or installed by Tenant on the Premises. Any such lien or security interest shall vest in the lien holder or secured party, a prior lien on or security interest in such personal property. Landlord shall execute any instruments that the lien holders or secured parties may request or require from Landlord, with respect to acknowledging (i) the right of Tenant or its assignee or sublessor to erect or install such personal property, and that same shall not be deemed to be nor become part of the Premises, (ii) the right of the lien holder or secured party to maintain a lien thereon or security interest therein superior to any claim and interest of Landlord, and (iii) the right to remove any and all such personal property in the event of default in the instrument creating the lien or security interest, subject to making reasonable repairs to the Premises for any physical injury caused thereto by such removal, but without any liability for diminution in value of the Premises caused by the absence of the personal property so removed and without any necessity for replacing same. Landlord hereby waives any contractual, statutory or other Landlord's lien on Tenant's furniture, fixtures, supplies, equipment, inventory and other personal property.

8. **Landlord's Representations and Warranties.** Landlord hereby represents and warrants to Tenant as follows: (1) Landlord is the sole fee title owner of the Property, (2) each person or entity signing this Lease on behalf of Landlord is authorized to do so, (3) Landlord has the unrestricted right, power and authority to enter into and perform its obligations under this Lease and to grant the rights granted to Tenant hereunder, (4) no other person is required to execute this Lease in order for it to be fully enforceable as against all interests in the Leased Premises, (5) this Lease constitutes a valid and binding agreement, enforceable against Landlord in accordance with its terms, (6) Landlord and the Property are not the subject of any bankruptcy, insolvency or probate proceeding, (7) to Landlord's knowledge, there are no liens, covenants, restrictions, rights of way, easements or other encumbrances affecting the Property which will prevent or limit Tenant's use of the Leased Premises for the purposes permitted under this Lease, or that are otherwise contrary to the terms of this Lease, (8) throughout the Term, Tenant shall have legal and practical access to the Property, (9) no litigation is pending, and, to the best of Landlord's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Property and if Landlord learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Landlord shall promptly deliver notice thereof to Tenant, (10) to the best of Landlord's knowledge (i) no underground tanks are now located or at any time in the past have been located within the Property or any portion thereof, (ii) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any law has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all Applicable Laws that govern the same or are applicable thereto, (iii) there are no other substances, materials or conditions in, on, under or emanating or migrating from the Property or any portion thereof or emanating or migrating from other Property onto the Property or any portion thereof which may support a claim or cause of action under any Applicable Law, and (iv) Landlord has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Applicable Laws, and (11) to the best of Landlord's knowledge, the Property is currently in full and complete compliance with all Applicable Laws. Landlord shall be responsible for all obligations and liabilities imposed under Applicable Laws concerning the current environmental condition of the Leased Premises, the Property and the Adjacent Property, including the presence of hazardous materials or substances on, in or under the Leased Premises, the Property and the Adjacent Property, except to the extent attributable to the acts or omissions of Tenant, its employees, agents or subcontractors. In no event shall Tenant have any liability for any hazardous materials and substances on, under or about the Leased Premises, the Property or the Adjacent Property not caused by Tenant or its employees, agents or subcontractors.

## 9. **Defaults and Remedies.**

9.1 **Defaults.** TIME AND STRICT AND PUNCTUAL PERFORMANCE ARE OF THE ESSENCE WITH RESPECT TO EACH PROVISION OF THIS LEASE. The occurrence of any following event shall constitute an "Event of Default" under this Lease: (i) failure of Tenant to make any payment of Rent when due and the continuation of the failure for a period of 60 days after receipt by Tenant of a written notice thereof Landlord specifying that the payment is past due; and (ii) failure of either party to perform any other material covenants, conditions or terms of this Lease, which failure has not been cured within 60 days after the receipt by such party of written notice thereof from the other party, provided that if such default cannot be cured within such 60 day

period with the exercise of reasonable diligence, then the 60 day period shall be extended for time reasonably required to complete the cure. Any notice of default from Landlord shall also be given to all Financing Parties for which Tenant has provided Landlord with a notice address. Financing Parties shall have an additional 30 days for a monetary default and 90 days for a non-monetary default, beginning at the end of Tenant's cure period, to cure any default hereof by Tenant. If any default by Tenant cannot be cured without a Financing Party obtaining possession of all or part of the Leased Premises, the Solar Operations and/or Tenant's interest in this Lease, then any such cure period shall not begin to run until after gaining the necessary possession.

9.2 Tenant's Default and New Lease. If this Lease is terminated pursuant to a Tenant default, then upon the cure thereof by any Financing Party, or its nominee, Landlord shall enter into a new lease with the Financing Party or its nominee on the same terms as set forth herein and for a term equal to the then-unelapsed portion of this Lease including the option to extend any then-remaining Extension Term(s). Such new lease shall be effective as of the date of termination of this Lease.

9.3 Tenant's Remedies. Upon an Event of Default by Landlord, Tenant shall have any or all of the following remedies: (i) to proceed in equity or at law to compel Landlord to perform its obligations and/or to recover damages proximately caused by such failure to perform, (ii) to cure any default of Landlord at Landlord's cost. If Tenant at any time by reason of Landlord's default reasonably pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be immediately due from Landlord to Tenant at the time the sum is paid, and Tenant may deduct said amount from the next payment or several payments of rent due hereunder until such amounts have been fully recovered by Tenant. Without limiting the generality or effectiveness of the foregoing provisions in any way, it is hereby specifically agreed and provided that if Landlord shall fail to discharge or bond off to the satisfaction of Tenant, within sixty (60) days after written demand by Tenant, any mechanic's or materialman's lien, tax lien, or other lien or attachment against the Property, or any portion thereof, which is superior to the lien of this Lease or which is inconsistent with Landlord's covenants set forth in Sections 1.5, 4.3 or 8 above, Tenant shall have the right to bond the lien off or to pay such amounts to the holder(s) of any such lien or attachment as shall be necessary to cause the same to be released and discharged, and the amounts paid by Tenant may be deducted by Tenant, as aforesaid, from the next installment or next several installments of rent payable hereunder until such amounts have been fully recovered by Tenant. The good faith deduction of rent by Tenant in accordance with the provisions hereof shall not constitute a default by Tenant in the payment of rent or in the performance of its obligations under this Lease unless Tenant shall fail to pay the amount of such deduction to Landlord within thirty (30) days after a final adjudication that such amount is due and owing to Landlord. In the event that Landlord disrupts Tenant's use and enjoyment of the Leased Premises, Landlord shall be liable to Tenant and any Financing Party for liquidated damages as follows: (i) the amount of any tax credits (or grant funds in lieu thereof) and the net present value of any income lost, and any other grants, rebates and financial incentives which (a) Tenant or its members are required repay to any government entity, lender, investor or investment fund, and/or (b) are no longer available to Tenant or its members, plus (ii) the costs associated with relocating the Solar Operations to another site, plus any lost revenue from the electrical output and environmental attributes associated with the Solar Operations.

9.4 Landlord's Remedies. Upon an Event of Default by Tenant, Landlord shall have, in addition to any and all other remedies available at law or equity, the right, by summary ejectment or other appropriate legal action or proceedings, to terminate this Lease and evict Tenant from the Leased Premises, and re-let the Property or any part thereof for such term or terms as Landlord, in its reasonable discretion, may determine; provided, however, Landlord shall use commercially reasonable efforts to mitigate its damages. Additionally, upon the occurrence and during the continuance of an Tenant default, Landlord may (but shall not be obligated to) perform the obligation of Tenant that is the subject of the Event of Default, for the account and at the expense of Tenant, and Tenant will reimburse Landlord upon demand for any reasonable expense incurred by Landlord in curing the Event of Default. Notwithstanding the foregoing, Landlord waives all right to assert a lien upon the System and Solar Operations.

10. **Notices.** All notices must be given by personal delivery or nationally recognized overnight courier and sent to the respective party at the addresses below. Notices shall be deemed delivered upon receipt or upon the refusal to accept delivery. By at least five days prior written notice, any party may change the individual address to which such notice shall thereafter be sent.

**Landlord:** Robert Fogg  
57 Cooks Mills Road  
Naples, Maine 04055

**Tenant:** Naples Casco Solar 1, LLC  
66 York Street, 5<sup>th</sup> Floor  
Jersey City, NJ 07302

All notices to Tenant must also be sent to each Financing Party of which Landlord has been previously notified. Each Financing Party shall have thirty days to cure any monetary Default and ninety days to cure any non-monetary Default. The cure period for each Financing Party shall begin to run at the end of the cure period given to Tenant in this Lease. If any Default by Tenant

under this Lease cannot be cured without a Financing Party obtaining possession of all or part of the Leased Premises and/or all or part of the Solar Operations and/or all or part of Tenant's interest in this Lease, then any such time period shall not begin to run until after gaining the necessary possession.

#### 11. **Leased Premises Terms and Conditions.**

11.1 **Approvals.** Landlord acknowledges that Tenant may, at its own expense, file applications with federal, state, and local governmental bodies for (a) grant of approvals, environmental permits, stormwater permits, road permits, and grading, construction, building operations and related governmental permits, licenses and approvals (collectively, "Project Permitting") for the System and/or Solar Operations, and (b) any zoning relief for the Property necessary for Project Permitting. Landlord shall cooperate as necessary in such applications.

11.2 **Termination of Lease / Surrender of Possession.** No later than six months after the expiration or earlier termination of this Lease ("Restoration Period"), Tenant shall remove all improvements and personal property made or placed thereon by Tenant pursuant to this Lease, cover up all pit holes, trenches or other borings or excavations made by Tenant thereon, and otherwise restore the Property to as near as possible to its original condition prior to the Lease, and leave the Property in a good, clean condition. Notwithstanding the foregoing, Tenant shall have no obligation to remove any roads constructed on the Property or Adjacent Property, or any subsurface improvements, or to plant any trees. Tenant shall have access to the Leased Premises during the Restoration Period in order to remove the System and to restore the Property.

11.3 **Easements.** Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements across the Adjacent Property (as defined in **Exhibit C**) and across the 20 foot wide corridor along the perimeter of the Property carved out from the Leased Premises and shown in green on **Exhibit B** ("Landlord Access Corridor"), appurtenant to Tenant's leasehold estate in the Leased Premises (collectively, "Easements"): (i) an easement for electrical interconnection purposes; (ii) a non-exclusive easement for vehicular and pedestrian access, ingress or egress from Casco Road, including the right of Tenant to build roads across the Adjacent Property and the Landlord Access Corridor; and (iii) a non-exclusive easement to install, maintain, repair, replace and operate on the Adjacent Property and the Landlord Access Corridor multiple (a) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Leased Premises and the Property; (b) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Leased Premises and the Property; and (c) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing. All Easements granted hereunder shall run with the Property and the Adjacent Property, as the case may be, and be binding upon Landlord's successors and assigns. Final routing of the Easements shall be negotiated in good faith based on the survey commissioned by Tenant and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver to Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within 20 days following written request from Tenant. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over the Adjacent Property (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Leased Premises, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements, if such use is permitted under Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of Landlord Easements to run concurrently with the Term (or for such shorter period as provided in Landlord Easement). Notwithstanding anything contained herein, Landlord shall obtain (if possible) during the Due Diligence Period and on Tenant's behalf, such additional easements or rights on, over or under the Adjacent Property from Q-Team, Inc. as Tenant shall reasonably require to conduct Tenant's Solar Operations.

#### 12. **Miscellaneous.**

12.1 **Confidentiality.** Landlord and its members, agents, representatives, employees, partners, officers and directors (collectively, the "Landlord Parties" and individually a "Landlord Party") will not disclose the subject matter or terms of the transaction contemplated by this Lease other than the terms set forth in the Memorandum described in Section 12.12 below. Provided, however, a Landlord Party shall be permitted to disclose such information if required by law or as is necessary to its accountant or attorney provided such parties are informed about this Leases confidential nature and agree to not disclose any information.

12.2 **Force Majeure.** If Tenant is delayed or prevented from performing any of its obligations under this Lease by reason of strike, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or any other cause beyond Tenant's control, the period of such delay or such prevention shall be deemed added to the time period herein provided for the performance of any such obligation by Tenant.

12.3 Further Acts and Assurances. Each party shall execute such additional commercially reasonable documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Lease. No approval required under this Lease shall be unreasonably withheld or delayed. Unless a longer or shorter time is specified, all approvals required of either party shall be given or refused in writing within ten business days after receipt of the written request. Any delay of a requested approval longer than ten business days from receipt of a written request for approval shall be deemed an approval.

12.4 Attorney's Fees. In the event of any litigation for the interpretation or enforcement of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and court and other costs from the non-prevailing party.

12.5 No Partnership. Landlord and Tenant are not and shall not be considered joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth in this Lease.

12.6 Waiver. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

12.7 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the lease of the Leased Premises and no promises or representations express or implied, either written or oral, not set forth in this Lease shall be binding upon or inure to the benefit of Landlord and Tenant. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications of this Lease shall be in writing and signed by both Landlord and Tenant. All Exhibits referenced herein are incorporated into this Lease by reference and made a part hereof.

12.8 Expenses. Landlord and Tenant shall pay its own cost and expenses, including attorneys' fees, incurred in connection with this Lease.

12.9 Quiet Enjoyment. Landlord hereby covenants with Tenant that Tenant shall and may peacefully and quietly have and enjoy the Leased Premises for and during the Term, for the purposes set forth in this Lease.

12.10 Severability. The unenforceability, invalidity, or illegality of any provisions of this Lease shall not render the other provisions hereof unenforceable, invalid or illegal.

12.11 Counterparts and Electronic Signature. This Lease may be executed in counterparts, each of which shall be deemed an original and use of which, when taken together, shall constitute one and the same instrument. This Lease may be executed by electronic signature which constitutes a legal signature equivalent to a manual signature.

12.12 Memorandum of Lease. Landlord shall execute a Memorandum of this Lease in substantially the form attached hereto as **Exhibit D**, which Tenant may record in the register of deeds office in which the Property is located.

12.13 Brokers. Landlord and Tenant represent and warrant to each other that they have not had any dealings with real estate brokers, finders or agents in connection with this Lease. Landlord and Tenant shall indemnify, defend and hold the other party, its successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm claiming to have negotiated, instituted or brought about this Lease.

12.14 Additional Payments. Landlord shall not be entitled to any additional payment or other benefit from the Solar Operations including any tax or environmental credits whether state, federal or local, any rights to electricity or its attributes, or any other cash or non-cash payment.

12.15 Governing Law. The laws of the State of Maine shall govern the interpretation and enforcement of this Lease.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

**Tenant:**

Naples Casco Solar 1, LLC

By:   
Sripraha Uango, Manager  
Jesse Grossman, Manager

**Landlord:**

  
Name: ROBERT FOGG

**Exhibit A**  
**Property**

The Property consists of an approximately sixteen (16) acre parcel of land situated in the Town of Naples, County of Cumberland and owned by Robert E. Fogg described in a deed from Elizabeth A. Craffey dated June 7, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29672, Page 191, excepting a small parcel, on the southern end which was transferred to Daniel Craffey and described in a deed recorded in Book 32904 Page 242 of the Cumberland County Registry of Deeds.

Also that certain parcel shown on the Plan attached as **Exhibit C-1** as "To be Retained by Robert Fogg, Lot C, 0.73 acres."

Together with any and all easements benefitting the property described above, including but not limited to those certain rights reserved by Robert E. Fogg in the Warranty Deed to Q-Team, Inc. dated October 31, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35258, Page 58.

The approximate location of the Premises is shown on **Exhibit B** attached hereto.



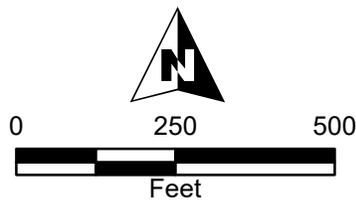
Tenant Access and Utility Right of Way

Information herein based on preliminary site data provided to date. Tenant shall complete a final site plan and survey and the parties shall amend Exhibit A based on such survey to more accurately reflect the Property and Leased Premises.

**Legend**

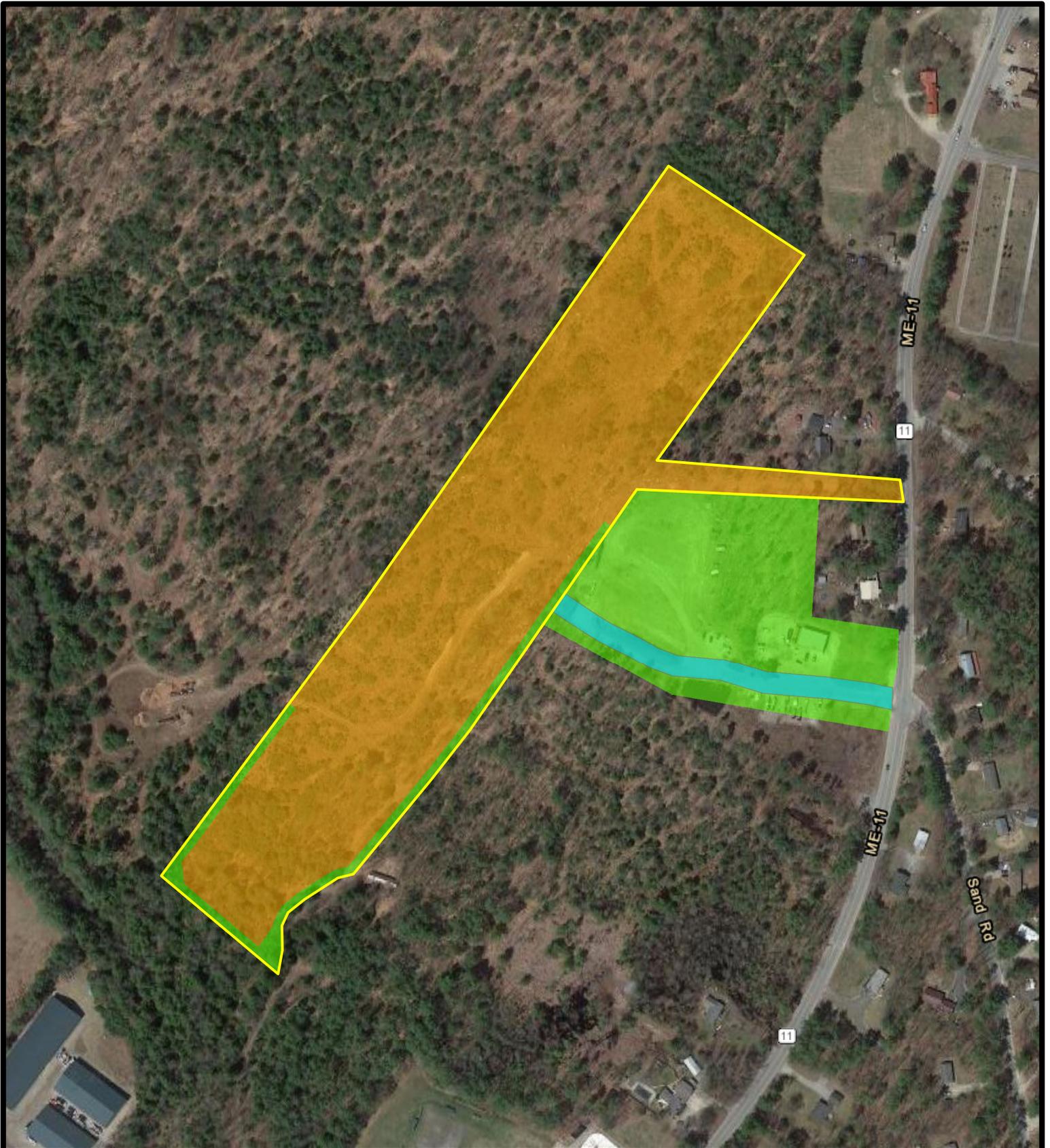
-  Property
-  Leased Premises
-  Easement/ROW

**EXHIBIT A: PROPERTY AND LEASED PREMISES**



**Exhibit B**

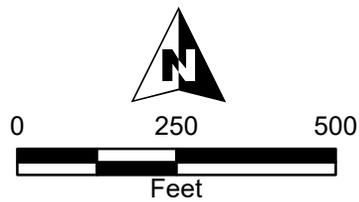
**Map of the Leased Premises**



**Legend**

- Property
- Leased Premises
- Easement/ROW
- Adjacent Property

**EXHIBIT B: ADJACENT PROPERTY**



**Soltage**  
RENEWABLE ENERGY PROVIDER

**Flycatcher**  
LAND + SCIENCE + PEOPLE

Exhibit C

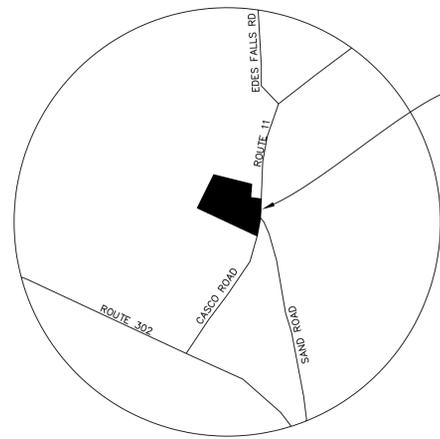
THE ADJACENT PROPERTY

A certain parcel shown on the Plan attached as **Exhibit C-1** as “To be Transferred to Q-Team, Inc., Lot A, 7.43 Acres,” and further described in a Warranty Deed to Q-Team, Inc. dated October 31, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35258, Page 58.

(For clarity, neither the Property nor the Adjacent Property includes the parcel shown on the Plan attached as **Exhibit C-1** as “To be Retained by Robert Fogg, Lot B, 1.05 Acres.”)

**EXHIBIT C-1**

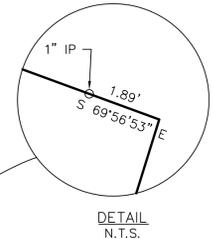
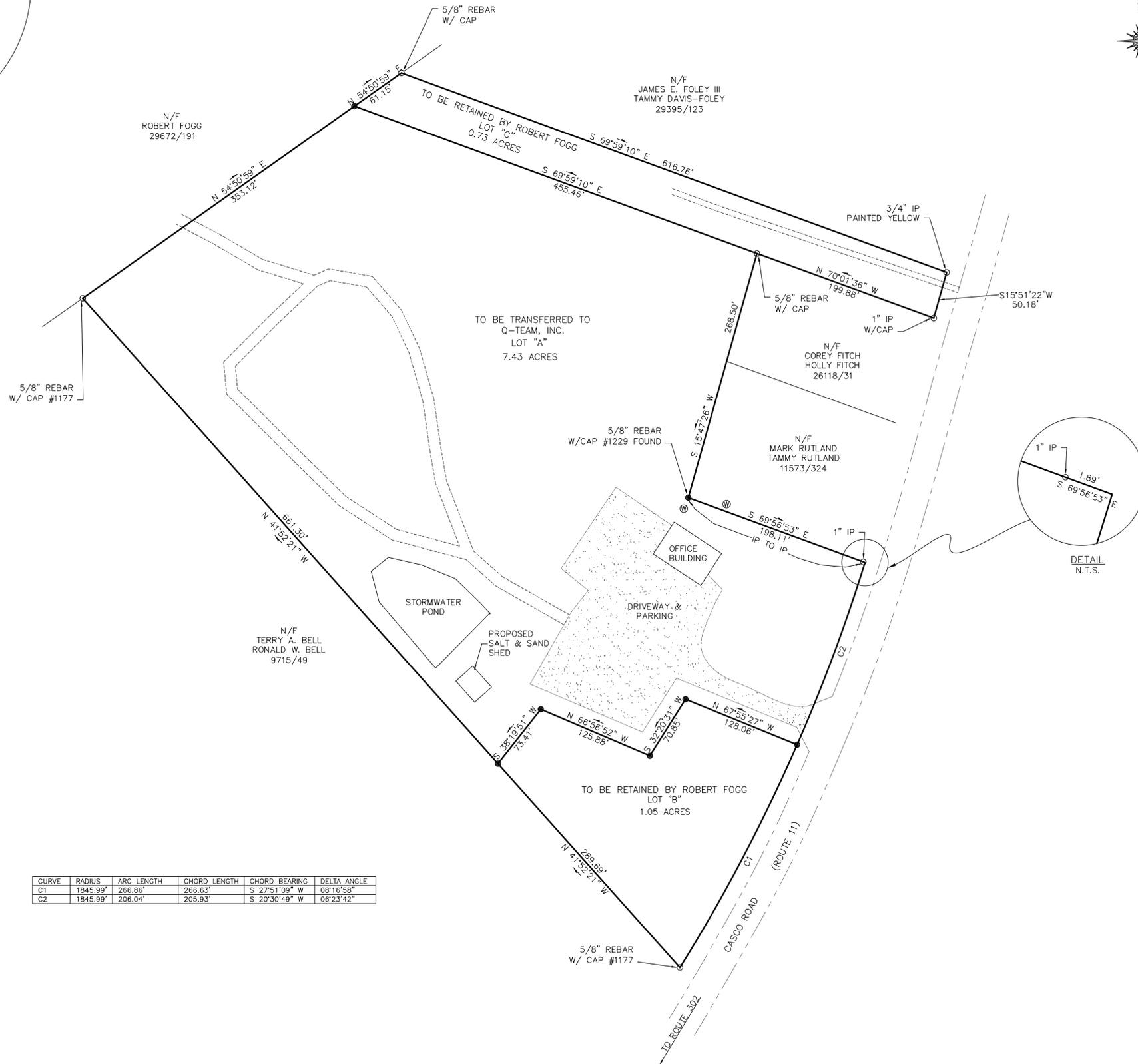
**10/18/2018 Plan of Division of Land, 86 Casco Road, Naples, Maine**



PROPERTY SHOWN ON NAPLES TAX MAP R-8 LOT 30A.

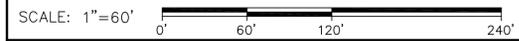
LOCUS N.T.S.

LEGEND	
○	IRON PIN FOUND
●	5/8 REBAR WITH CAP RLS 1229 SET
⊗	WELL
○	UTILITY POLE
---	EDGE OF TRAVELED WAY
----	GRAVEL ROAD



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1845.99'	266.86'	266.63'	S 27°51'09" W	08°10'58"
C2	1845.99'	206.04'	205.93'	S 20°30'49" W	06°23'42"

REFERENCE IS MADE TO THE FOLLOWING:  
 1) DEED TO ROBERT E. FOGG FROM KELKOB AS RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 17959 PAGE 227.



DIVISION OF LAND  
 86 CASCO ROAD  
 NAPLES, MAINE

RECORD OWNER:  
 ROBERT E. FOGG  
 P.O. BOX 4096 NAPLES, MAINE 04055

SAWYER ENGINEERING & SURVEYING, INC.  
 2 ELM STREET  
 BRIDGTON, MAINE 04009

SURVEY BY	DATE	DRAFTSMAN	SCALE	PLAN NO.
J.WIESEMANN	10/18/2018	J.W. & S.T.	1"=60'	118-39

**EXHIBIT D**

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE ("Memorandum") is entered into AUG 7, 2019 between Robert Fogg ("Landlord"), whose address is 57 Cooks Mills Road, Naples, Maine 04055, and Casco Naples Solar 1, LLC, a Delaware limited liability company ("Tenant"), whose address is 66 York Street, 5<sup>th</sup> Floor, Jersey City, NJ 07302, to provide record notice, pursuant to Title 33, Section 201 of the Maine Revised Statutes, of that certain Lease Agreement dated AUG 7, 2019 (the "Lease") whereby Landlord leased to Tenant a portion of the real property described in the attached **Exhibit A** ("Property"). Specifically, Landlord leased to Tenant that portion of Property shown on **Exhibit B**, together with all improvements and appurtenant rights and easements pertaining to the Property (collectively, the "Leased Premises"). Landlord and Tenant agree that upon completion of a final site plan and survey delineating the Leased Premises, the parties shall amend **Exhibit B** to more accurately describe the Leased Premises.

The solar photovoltaic power generating facility and all related equipment installed, owned and operated by Tenant and located at the Leased Premises (collectively, the "System") shall not be deemed a fixture. The System is Tenant's personal property and Landlord has no right, title or interest in the System. Further, Landlord has waived any and all rights it may have to place a lien on the System.

The Effective Date of the Lease is AUG 7, 2019. The term of the Lease consists of a Due Diligence Period and a subsequent Initial Term. The Due Diligence Period ends at midnight on the last day of the calendar month containing the 3<sup>rd</sup> anniversary of the Effective Date.

The Initial Term of the Lease begins on the Commencement Date (as defined in the Lease) and shall terminate at midnight on the last day of the calendar month containing the 20<sup>th</sup> anniversary of the Commencement Date, unless extended or earlier terminated as provided in the Lease. Tenant has the right to extend the Initial Term for up to three additional Extension Terms of five years each as set forth in the Lease.

Additionally, pursuant to the terms of the Lease, Landlord has granted certain easement rights over and across adjacent property as further described on **Exhibit C** (the "Adjacent Property") and across the 20-foot wide corridor along the perimeter of the Property carved out from the Leased Premises and shown in blue on **Exhibit B** ("Landlord Access Corridor")

During the term of the Lease, Landlord shall neither sell any portion of the Property, nor divide the Property by any other means constituting a "division" pursuant to the subdivision laws of the State of Maine, the rules and standards of the Maine Land Use Planning Commission, the ordinances of the municipality where the Property is located, or any other applicable statute, law, ordinance, by-law or rule, without the prior written consent of Tenant in each instance, as set forth in the Lease.

Said Lease contains additional rights, terms and conditions not enumerated in this Memorandum. This instrument is executed pursuant to the provisions of said Lease and is not intended to vary said rights, terms and conditions. Reference should be made to the Lease for further particulars.

**-SEPARATE SIGNATURE PAGES AND NOTARY PAGES FOLLOW-**



Landlord:

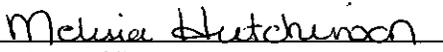
  
Robert Fogg

STATE OF MAINE

COUNTY OF Arroostook

August 7, 2019

Then personally appeared the above-named Robert Fogg, proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatories, or  my own personal knowledge of the identity of the signatories, to be the person whose name is signed above, and acknowledged the foregoing instrument to be his/her free act and deed for the purposes stated therein, before me.

  
Notary Public





RENEWABLE ENERGY PROVIDER

May 5, 2020

147 Cooks Mills Road  
Naples, ME 04055

Re: Removal of Certain Trees from Property

Dear Mr. and Mrs. Ron and Terry Bell,

This letter agreement sets forth agreement by Ron and Terry Bell (“Owner”) that Naples Casco Solar 1, LLC (the “Project Company”) may remove trees from Owner’s property at Poland Spring Road Naples, ME (the “Property”) as set forth below.

1. Access. The Project Company and its designated contractor are hereby provided access to the Property to engage in the tree clearing activity described below.
2. Activity. Contractor, on behalf of the Project Company, may remove some or all of the trees from the portion of the Property outlined on Exhibit A. The tree removal is expected to be completed by the end of August 2020. Removal activity shall take place only Monday through Friday. Contractor shall be experienced in tree removal and shall carry commercially reasonable insurance. After cutting down the applicable trees, timber shall be removed from the Property.
3. Compensation. Project Company shall provide evidence of the sale of the timber removed from the Property and the resulting proceeds of that sale shall be paid to Owner plus an additional [REDACTED]

If you have any questions or concerns, please contact Brett Pingree at 207-808-3452

Regards

Naples Casco Solar 1, LLC

By:   
Name: Ron Bell and Terry Flagg - Bell  
Title: Owners

Exhibit A – Outline of Tree Removal



# **Attachment H**

Noise Documentation



### Standard Sound Levels

Self-Cooled (OA) Equivalent Two-Winding (kVA)	NEMA Average dB-OA
112.5-300	55
301-500	56
501-700	57
701-1000	58
1001-1500	60
1501-2000	61
2001-2500	62
2501-3000	63
3001-4000	64
4001-5000	65
5001-6000	66
6001-7500	67
7501-10000	68
10001-12000	69
12001-15000	70
15001-20000	71

### Standard Basic Impulse Levels

kV Class	Introduced Test 180 Hz-7200 cyc.	kV BIL	Applied Test 60 Hz-kV
1.2		30	10
2.5		45	15
5.0	Twice	60	19
8.7	Normal	75	26
15.0	Voltage	95	34
25.0 Grd Y Only		125	40
25.0		150	50
34.5 Grd Y Only		150	50
34.5		200	70
46.0		250	95

Audible sound from transformers is composed of the following three components:

- Core audible sound:* This sound component originates in the transformer core and transmits through the dielectric fluid and structural supports to the tank, where it radiates as airborne sound. The frequency spectrum of core sound consists primarily of the even harmonics of the power frequency; thus, for a 60 Hz power system, the main frequency components are 120, 240, 360, and 480 Hz.
- Load audible sound:* This sound component is primarily produced by vibrations of the windings and tank walls when the transformer is loaded. The frequency of this sound component is primarily twice the power frequency i.e., 120 Hz for a 60 Hz transformer. When a transformer is highly loaded, load sound can be a significant contributor to the total sound of the transformer, especially for low no-load noise medium and large power transformers. The magnitude of load sound is highly dependent on the transformer load. For example, load sound level at 60% of full load is about 9 dB lower than that at full load.
- Cooling system audible sound:* The frequency spectrum of this sound component typically consists of broadband fan noise, plus discrete tones (of low levels) at the fan blade passage frequency and its harmonics.

The sum of core and cooling system sound components is typically referred to as the no-load noise of a transformer. The total audible sound of the transformer, however, is the sum of all three components of the transformer audible sound.

### Noise Sources and Their Effects

Noise Source	Decibel Level	comment
Jet take-off (at 25 meters)	150	Eardrum rupture
Aircraft carrier deck	140	
Military jet aircraft take-off from aircraft carrier with afterburner at 50 ft (130 dB).	130	
Thunderclap, chain saw. Oxygen torch (121 dB).	120	Painful. 32 times as loud as 70 dB.
Steel mill, auto horn at 1 meter. Turbo-fan aircraft at takeoff power at 200 ft (118 dB). Riveting machine (110 dB); live rock music (108 - 114 dB).	110	Average human pain threshold. 16 times as loud as 70 dB.
Jet take-off (at 305 meters), use of outboard motor, power lawn mower, motorcycle, farm tractor, jackhammer, garbage truck. Boeing 707 or DC-8 aircraft at one nautical mile (6080 ft) before landing (106 dB); jet flyover at 1000 feet (103 dB); Bell J-2A helicopter at 100 ft (100 dB).	100	8 times as loud as 70 dB. Serious damage possible in 8 hr exposure
Boeing 737 or DC-9 aircraft at one nautical mile (6080 ft) before landing (97 dB); power mower (96 dB); motorcycle at 25 ft (90 dB). Newspaper press (97 dB).	90	4 times as loud as 70 dB. Likely damage 8 hr exp
Garbage disposal, dishwasher, average factory, freight train (at 15 meters). Car wash at 20 ft (89 dB); propeller plane flyover at 1000 ft (88 dB); diesel truck 40 mph at 50 ft (84 dB); diesel train at 45 mph at 100 ft (83 dB). Food blender (88 dB); milling machine (85 dB); garbage disposal (80 dB).	80	2 times as loud as 70 dB. Possible damage in 8 h exposure.
Passenger car at 65 mph at 25 ft (77 dB); freeway at 50 ft from pavement edge 10 a.m. (76 dB). Living room music (76 dB); radio or TV-audio, vacuum cleaner (70 dB).	70	Arbitrary base of comparison. Upper 70s are annoyingly loud to some people.

Conversation in restaurant, office, background music, Air conditioning unit at 100 ft	60	Half as loud as 70 dB. Fairly quiet
Quiet suburb, conversation at home. Large electrical transformers at 100 ft	50	One-fourth as loud as 70 dB.
Library, bird calls (44 dB); lowest limit of urban ambient sound	40	One-eighth as loud as 70 dB.
Quiet rural area	30	One-sixteenth as loud as 70 dB. Very Quiet
Whisper, rustling leaves	20	
Breathing	10	Barely audible

[modified from <http://www.wenet.net/~hpb/dblevels.html>] on 2/2000. SOURCES: Temple University Department of Civil/Environmental Engineering ([www.temple.edu/departments/CETP/environ10.html](http://www.temple.edu/departments/CETP/environ10.html)), and *Federal Agency Review of Selected Airport Noise Analysis Issues*, Federal Interagency Committee on Noise (August 1992). Source of the information is attributed to *Outdoor Noise and the Metropolitan Environment*, M.C. Branch et al., Department of City Planning, City of Los Angeles, 1970.