



# **Application for Site Plan Review Proposed Ground-Mount Solar Photovoltaic Development**

425 Bonny Eagle Road (Route 35), Standish, ME 04084  
Map 006, Lot 64 – Mosley Property  
Project # 3652190233

Prepared for:

**Standish Bonny Eagle Solar 1, LLC**

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

May 15, 2020



Wood Environment & Infrastructure Solutions, Inc.  
511 Congress Street, Suite 200  
Portland, ME 04101  
[www.woodplc.com](http://www.woodplc.com)

May 15, 2020

Town of Standish Planning Board  
c/o Zach Mosher, Town Planner  
175 Northeast Road  
Standish, ME 04084

**Re: Application for Site Plan Review  
Proposed Ground-Mount Solar Photovoltaic Development  
425 Bonny Eagle Road (Route 35), Standish, ME 04084  
Map 006, Lot 64 – Mosley Property**

Dear Members of the Planning Board:

On behalf of Standish Bonny Eagle Solar 1, LLC (Soltage/Applicant), Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this Application for Site Plan Review to the Town of Standish Planning Board for a proposed ground-mount solar photovoltaic (PV) development (the Project) located at 425 Bonny Eagle Road (Route 35) in Standish, Maine (the Site).

The completed Site Plan Application and Site Plan Checklist are included in **Attachment A**. Per the Site Plan Fee Schedule and preliminary discussions with the Town, a check is provided under separate cover in the amount of \$650 (\$600 Site Plan, \$50 public notice).

#### Existing Site Information

The Site is owned by Roger Mosley, identified as Map 006, Lot 64, and located in the Rural Zoning District. The lot encompasses 111 acres on the west side of Bonny Eagle Road to the south of the intersection with Dow Road and Chicopee Road as shown on the Town's 2019 Property Map and 2018 Zoning Map included in **Attachment B**. The Project is proposed on the western portion of the property in the wooded area as shown on **Figures 1 and 2 in Attachment B**. A lease option agreement between the Applicant and the property owner is included in **Attachment G**.

Based on preliminary meetings and discussions with the Town, we understand Standish has recently adopted a land use ordinance concerning solar developments (Section 181-49.30). Per the ordinance, the Project is considered a Ground-Mounted Large-Scale Solar Energy System because Project exceeds 17,000 square feet of solar panel surface area (153,316 square feet proposed) and will require Site Plan Approval from the Planning Board.

An on-the-ground topographic survey was completed on-site by Wood in November 2019 identifying on-site existing conditions and property boundaries. Topography is variable throughout the Project area ranging from elevation 315 to 280 feet (North American Vertical Datum 1988). Topography rises on the northeastern portion of the Site and drops off to the southwest towards a stream and vegetated wetland area which lie south of the Project 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 solar array encompasses approximately 3.5 acres containing 7,614 solar PV modules. The total energy output of the system is 3.0 megawatts (MW) direct current (DC), or 2.5 MW alternating current (AC). The modules are mounted on a racking system 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 gate for security and electrical code purposes. The proposed fenced area of the solar array occupies approximately 11.6 acres.

Access to the Project will come from an existing driveway entrance and gravel road off Bonny Eagle Road leading to the Project area in the rear of the lot. The existing access road will be upgraded to 16 feet wide with crushed stone and gravel as required entering the Limit of Work area to the proposed array. The new access road portion will extend around the western side of the array terminating with a 50-foot hammerhead turnaround. 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 Town service vehicles, if required.

Approximately 19 acres of tree clearing is proposed for the Project. The property was previously in a tree growth plan and the landowner had scheduled to harvest the majority of the wooded property area for timber independent of the solar project in 2019; however, those efforts will now be coordinated with the proposed solar array and focus on a smaller area. Following tree clearing and construction, the ground surface will remain vegetated beneath the array.

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

Wetlands: A preliminary review of available on-line information from the Maine Office of GIS was performed which included map data from the U.S. Fish & Wildlife Service National Wetlands Inventory (NWI). The review shows that a riverine and freshwater forested/shrub wetland are located on the northwestern and southwestern portions of the property which lie approximately 200 and 400 feet from the Project, respectively. **Figure 3 in Attachment B** is an environmental constraints map showing the location of sensitive environmental resources as depicted by publicly available map data.

Wood performed an on-site inspection and delineation of wetlands in November 2019 to verify the location and characteristics of potential wetland areas and to search for other resources that may not be shown on publicly available air-photo interpreted maps such as the NWI. Two vegetated wetland areas and associated drainage features were identified and delineated on the northern portion of the property which lie approximately 150 feet from the proposed Project area as shown on the Existing Condition Plan (Drawing V-101) in **Attachment C**. No potential vernal pool habitat was observed on-site.

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, the proposed fenced array area is located north of an area designated Zone A, an area of 100-year flood. An area designated Zone C, an area of minimal flooding, is located further south of the Project in the stream area. The FEMA FIRM areas are shown on the Project Drawings and on the environmental constraints map on **Figure 3 in Attachment B** and the Project Drawings in **Attachment C**.

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) will be 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.

A Stormwater Permit by Rule has been submitted to the MEDEP on May 15, 2020 concurrent to this Application. The Stormwater PBR is applicable for this Project since there will be less than one half (1/2) acre of impervious area added for the Project within a watershed of lakes most at risk under Maine’s Stormwater Management Rule (06-096 CMR 500).

Under the Maine Pollutant Discharge Elimination System (MPDES), projects that involve one or more acres of earth-disturbing activities require submittal of a NOI prior to construction to obtain coverage under the Maine Construction General Permit (MCGP), and preparation of a site-specific Stormwater Pollution Prevention Plan (SWPPP) to be implemented throughout construction. The Project will require tree clearing and land disturbance greater than one acre; therefore, coverage under the CGP will be required. The SWPPP will include BMPs, including soil erosion and sediment controls, pollution prevention standards, inspection and corrective action requirements, and specifications for temporary and permanent stabilization.

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. The results of this site-specific review were received on January 6, 2020 and revealed that MDIFW has not mapped any essential habitats or inland fisheries habitats that would be directly affected by the Project. MDIFW recommends a 100-foot undisturbed vegetated buffer be maintained along streams. The Project has been designed to avoid these buffers such that a permit from Maine Department of Environmental Protection (MEDEP) under the Natural Resources Protection Act (NRPA) is not anticipated. A copy of MDIFW’s correspondence is included in **Attachment D**.

Cultural Resources: Section 106 of the National Historic Preservation Act (NHPA) mandates projects that require a federal or state permit (MEDEP PBR, CGP) or federal license must first consult with the State Historic Preservation Office (SHPO) 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. Wood will consult with the Maine Historic Preservation Commission (MHPC) through the submittal of a Request for Project Review which entail a cover letter narrative, site location maps, Project Drawings, and Site photographs. MHPC will respond to requests for review within thirty days of receipt of notice with either a request for additional information, or a finding of how the undertaking or project will affect historic properties. Preliminary data obtained through the MHPC Cultural & Architectural Resource Management Archive map viewer show no historic properties on the Site (see **Attachment D**).

This Application was prepared in accordance with the new Town solar ordinance, Regulations Concerning Solar Energy Systems (Chapter 181 Land Use, Part I Zoning, Article VIC). Information from pertinent sections of the ordinance is included in the narrative below followed by Wood’s comments in ***bold italics***.

**§ 181-49.34. Additional Standards for Medium- and Large-Scale Solar Energy Systems.**

In addition to the standards set forth in § 181-49.33, medium- and large-scale ground-mounted solar energy systems shall comply with the following:

- A. Utility connections - Reasonable efforts, as determined by the Planning Board, shall be made to place all utility lines from the solar energy system underground. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

***The solar 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 transformer will run in a subsurface medium voltage line (approximately 870 feet to the first above-ground utility pole). Six total proposed utility poles will be located along the existing access road and will connect to an existing utility pole #86 on Bonny Eagle Road via overhead electric lines (approximately 280 feet long).***

- B. Safety - The solar energy system site plan applicant shall provide a copy of the site plan review application to the Fire Chief for review, and the Fire Chief shall provide written comment on the fire safety of the proposed system to the Planning Board.

***The Applicant is amenable to a review of the Project by the Fire Chief and discussion of any comments.***

- C. Visual impact - Reasonable efforts, as determined by the Planning Board, shall be made to minimize visual impacts by preserving natural vegetation, screening of abutting properties, and protecting scenic resources.

***The Applicant believes the Project will have minimal visual impact from Bonny Eagle Road or from abutting properties. The closest location of the Project to Bonny Eagle Road is at the southeast corner, where the array is 400 feet from the road and the limit of tree clearing is 115 feet away. The existing access road bends through the woods so that there will not be a clear view of the array from Bonny Eagle Road.***

- D. Glare - Solar panel placement shall be prioritized to minimize or negate any solar glare onto nearby properties, public gathering places or roadways without unduly impacting the functionality or efficiency of the solar energy system.

***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 State Departments of Transportation (DOTs) the Federal Aviation Administration (FAA).***

- E. Operations and Maintenance Plan - The site plan applicant shall provide (and maintain upon site plan approval) an operations and maintenance plan, which shall include measures for maintaining safe access to the installation as well as other general procedures for operational maintenance of the installation.

***An Operations and Maintenance Plan is provided in Attachment E. As listed in the Site Plan Checklist, a Construction Schedule is also provided.***

- F. Signage - Signs on solar energy systems shall comply with all applicable standards in this ordinance, and one sign shall be required, at a minimum, to identify the owner and provide a 24-hour emergency contact phone number.

***There will be no proposed signage other than the required emergency contact information.***

- G. Emergency services - The owner or operator of a solar energy system shall provide a copy of the project summary, electrical schematic, and site plan to the Fire Chief. Upon request, the owner or operator shall cooperate with the Fire Department in developing an emergency response plan. All means of shutting down the system shall be clearly marked on the plan. The owner or operator shall identify a responsible person to the Code Enforcement Officer and the Fire Chief for public inquiries throughout the life of the installation.

***The Applicant will work with the Fire Chief and other emergency services personnel as required to provide formal training associated with the facility. Training shall include, but not be limited to, an overview of the solar PV array, site access, shutdown of the system, and location of the electrical system components including inverters, transformers, medium voltage interconnection lines, and utility poles.***

- H. Installation conditions - The owner or operator of a solar energy system shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, vegetation control and integrity of security measures. Site access shall be maintained to a level acceptable to the Fire Chief. The owner or operator shall be responsible for the cost of maintaining the access road(s), unless the road(s) is accepted as a public way.

***The Applicant is amenable to the installation conditions which are also outlined in the Operations and Maintenance Plan.***

- I. Performance Guarantee - The solar energy system site plan applicant shall demonstrate compliance with the performance guarantee requirement of § 181-49.36.

***A Statement of Financial Capability and Decommissioning Plan regarding abandonment of the system are included in Attachment F.***

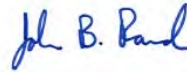
Should you have any questions regarding this application, please do not hesitate to contact Drew Vardakis at (978) 392-5341 or [andrew.vardakis@woodplc.com](mailto:andrew.vardakis@woodplc.com); or John Rand at (207) 232-1698 or [john.rand@woodplc.com](mailto:john.rand@woodplc.com).

Sincerely,

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



Andrew P. Vardakis, P.E.  
Project Manager



John B. Rand, C.G.  
Senior Hydrogeologist

Attachments: A – Application for Site Plan Review; Site Plan Checklist  
B – Site Location Maps  
C – Project Drawings  
D – MDIFW and MHPC Documentation  
E – Operations and Maintenance Plan; Construction Schedule  
F – Financial Capability; Decommissioning Plan  
G – Lease Option Agreement

cc: Brett Pingree – Soltage, LLC



# **Attachment A**

Application for Site Plan Review

Site Plan Checklist



Planning Department  
Standish Town Hall  
175 Northeast Rd  
Standish, Maine 04084



Zach Mosher  
Town Planner  
[zmosher@standish.org](mailto:zmosher@standish.org)  
Phone: (207) 642 4536

## Application for Site Plan Review

### Applicant & Owner Information

Applicant's Name: Standish Bonny Eagle Solar 1, LLC

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

Applicant's Telephone: (201) 432-1786

What is Applicant's legal interest in the property?

Owner     Potential Buyer with Contract     Lease/Rental Agreement

Owner's Name: Roger W. Mosley

Agent's Name: Soltage, LLC (Brett Pingree)

Owner's Address: 80 Phinney Road, Standish, ME 04084

Agent's Address: Falmouth, ME 04050

Telephone: \_\_\_\_\_

Telephone: (207) 808-3452

Engineer/Surveyor: Wood Environment & Infrastructure Solutions, Inc. (Andrew Vardakis)

Engineer/Surveyor's Address: 511 Congress Street, Suite 200, Portland, ME 04101

Telephone: (978) 392-5341

### Project Information

3) Street Address: 425 Bonny Eagle Road

(From County Registry of Deeds): Book 9159 Page 134 (from Tax Maps): Map 006 Lot(s) 64

4a) Current zoning: Rural Shoreland Zoning : No

Name of Project/Business: Standish Bonny Eagle Solar 1, LLC

Is any portion of the property within 250 feet of a great pond or river? Yes  No

Is any portion of the property within the direct watershed of great pond? Yes  No

4b) Total Acreage of Parcel: 111 acres Lot Frontage: 3,108 feet

Total new square feet footprint of structures: Panel Area = 153,316 sq. ft. (3.5 acres)

Total new square feet paving/parking: 0 sq. ft.

If in a Shoreland Zone:

Percent of residential lot coverage (Max. 20%): N/A

Percent of structure expansion: N/A

Existing Use of Property: Residential / Wooded

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Proposed Use of Property: Proposed solar PV development

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Estimated Cost of Project: \$5,000,000

Is project proposed to disturb more than 1 acre?\_

Yes     No

Are there any wetlands or waterbodies on the site?

Yes     No

If yes, attach information

Do you plan to bring fill onto the lot?

Yes     No

If yes, attach information

Property is Currently Serviced By:

Town Road

Public Water

Private Road

Septic System

Private Well

Other: State Road

Is any of the above going to change as a result of the project? If yes, please specify: No

---

Identify method of fire protection for the proposed development:

Hydrants from public water main

Dry hydrants located on an existing pond or water body

Existing fire pond

If other, please specify: \_\_\_\_\_

---

**Required Signatures:**

By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application.
- I certify that the information contained in this application and its attachments are true and correct.
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record.
- I understand that copies of this information may be supplied upon request to an interested party or parties.
- I understand that additional funds may be required through the course of review for special studies, legal review costs, and/or third-party engineering review.
- I understand that by submitting this application I am not guaranteed a place on any particular agenda.
- I further understand that the Town Planner will place me on an agenda for review when the application is deemed substantially complete.

**Signature of applicant:**

*Brett Dwyer*

Date: May 15<sup>th</sup> 2020

**Signature of owner of property:**

\_\_\_\_\_

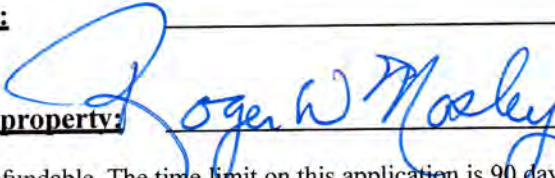
Date: \_\_\_\_\_

The application fee is non-refundable. The time limit on this application is 90 days from the first meeting. No extensions will be given unless the delay is caused by a governmental agency. Pursuant to Standish Land Use Code, § 181-70.1, Following the issuance of site plan approval for a specified use by the Planning Board, the applicant shall make a substantial start, as defined in Part 1, § 181-3, and determined by the Code Enforcement Officer, on the approved use within three years from the original date of approval. If no such substantial start is made, the Planning Board approval shall lapse and become void. Standish Land Use Code, § 181-3 defines substantial start as completion of 30% of a permitted structure or use, measured as a percentage of total estimated value to complete. Certify that the information submitted for this application is true and correct. All proposed uses will be in conformance with the application and the Standish Zoning Ordinance. Please also understand that this application is for development and Planning Board review only; the applicant will be required to obtain building permits, and possibly a performance guaranty to the town prior to the start of construction.

**Signature of applicant:** \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of owner of property:** \_\_\_\_\_



Date: 5/15/2020

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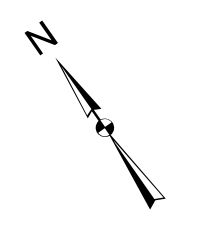


# **Attachment B**

Site Location Maps



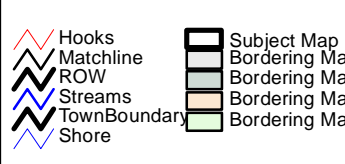
TOWN OF STANDISH, MAINE  
PROPERTY MAPS



James H. Thomas  
gisSolutions  
Cumberland, Maine  
jht@maine.rr.com

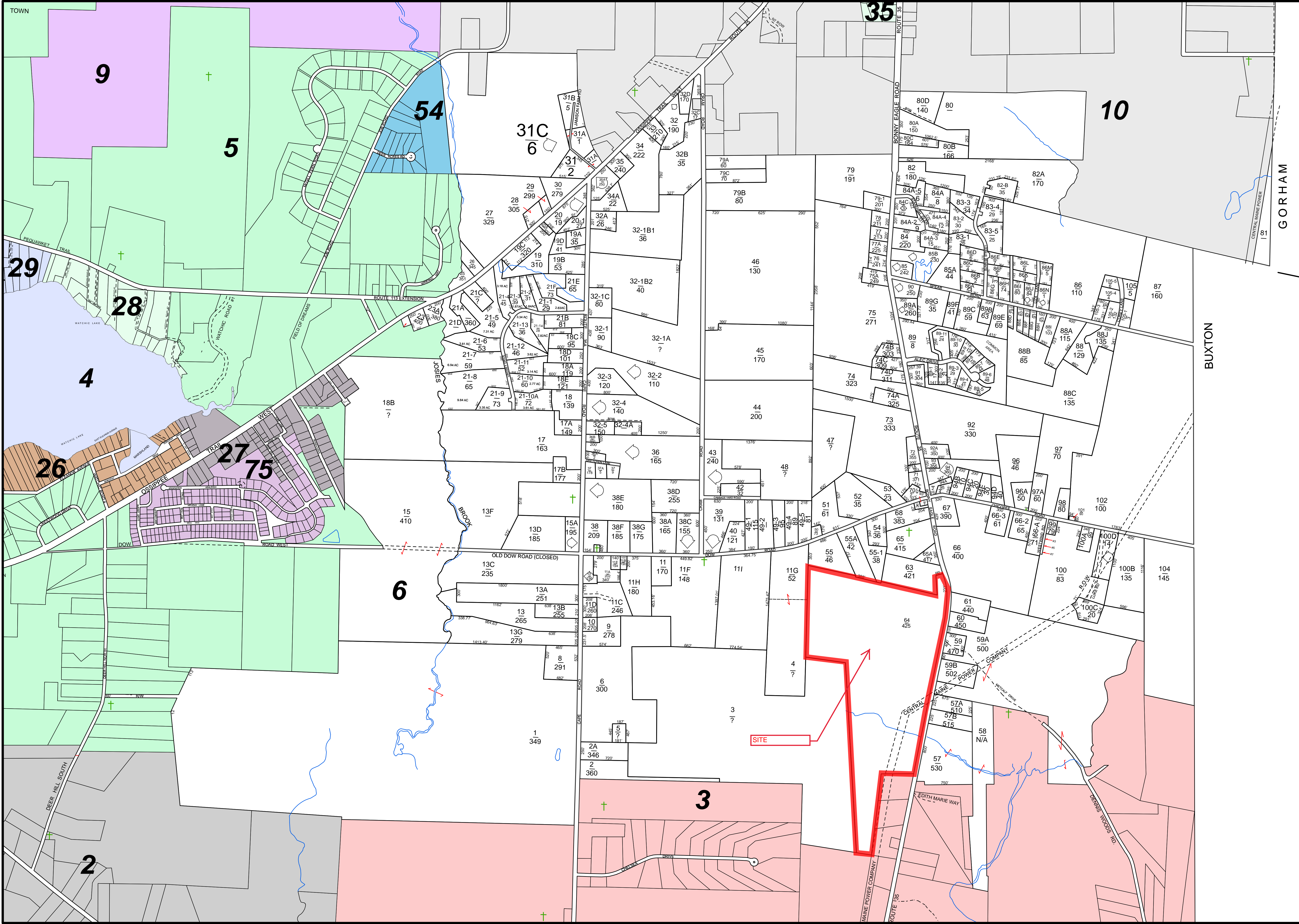
These maps are intended to be used for the purpose of Property Tax Assessments and should not be used for conveyances.  
Revised to April 1st

Scale: = 600

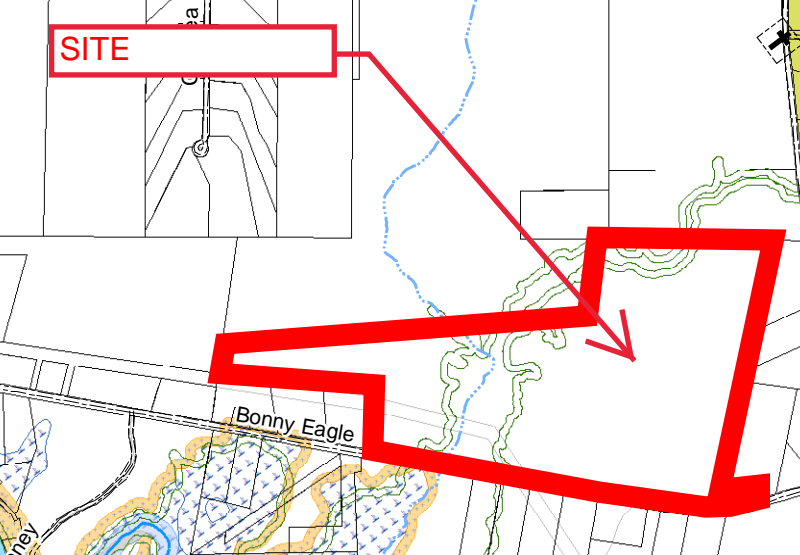
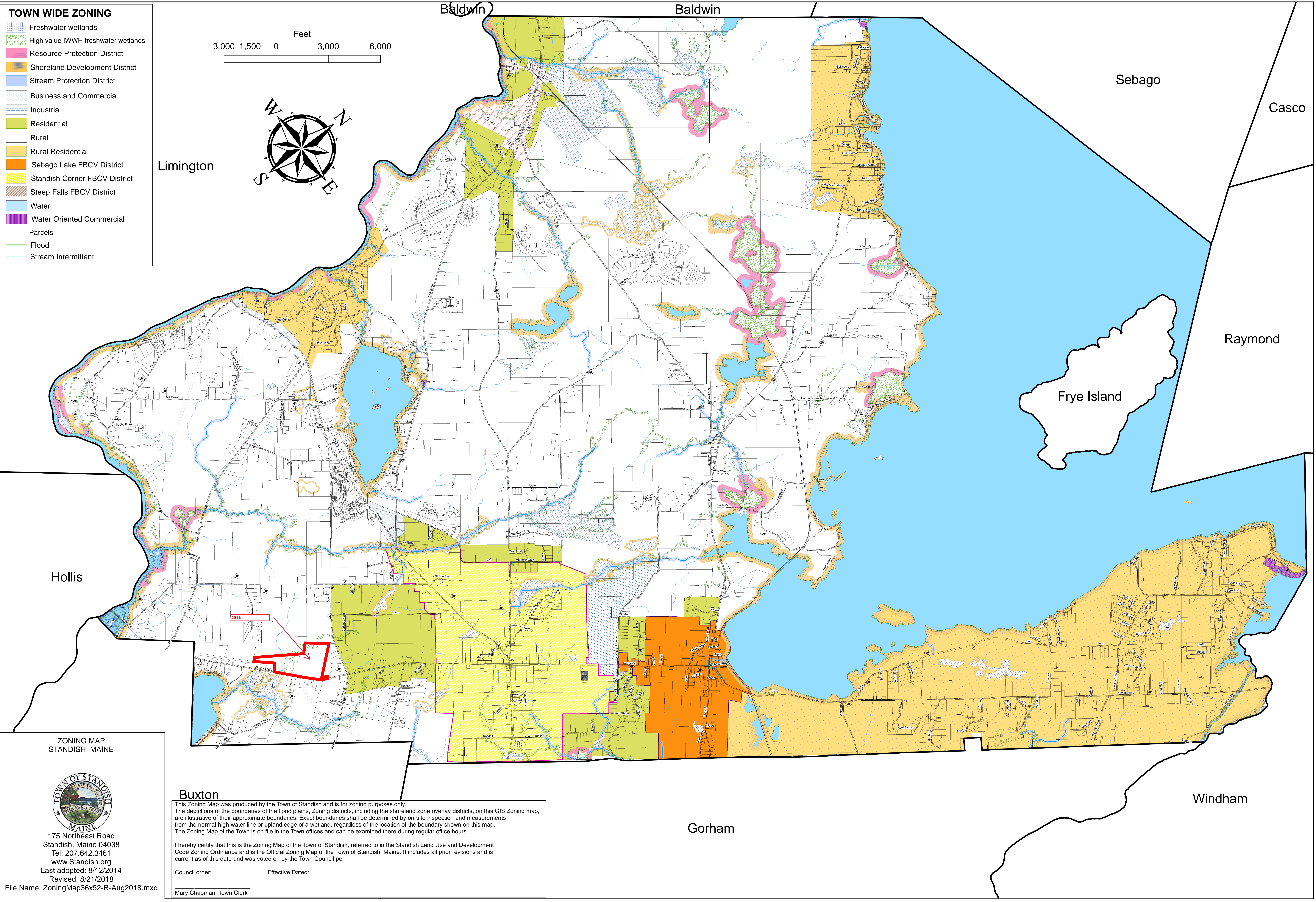
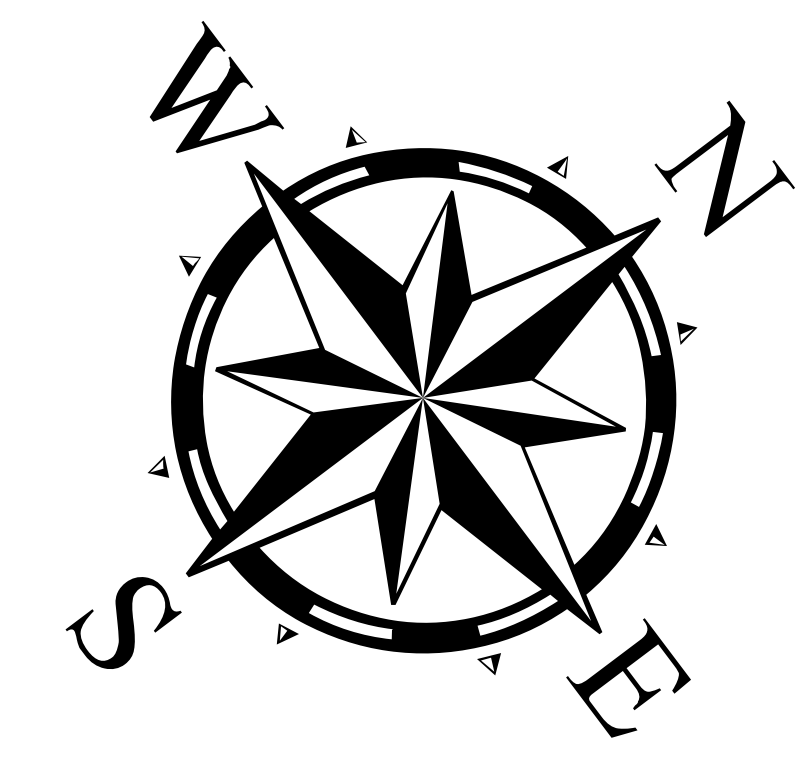
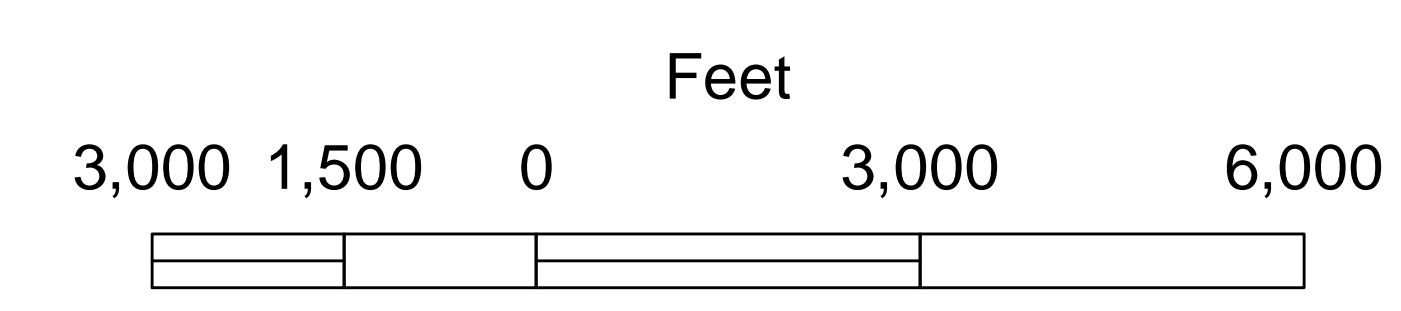


2019

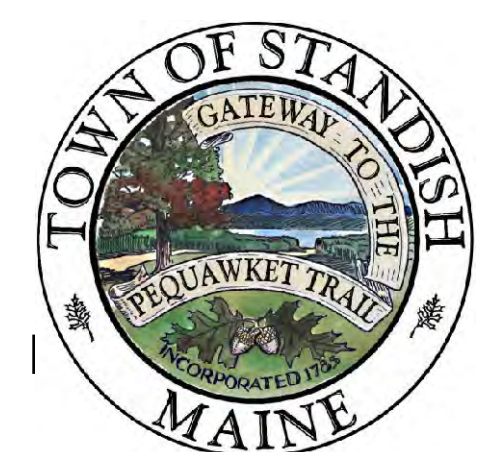
MAP: 6



- TOWN WIDE ZONING**
-  Freshwater wetlands
  -  High value IWWH freshwater wetlands
  -  Resource Protection District
  -  Shoreland Development District
  -  Stream Protection District
  -  Business and Commercial
  -  Industrial
  -  Residential
  -  Rural
  -  Rural Residential
  -  Sebago Lake FBCV District
  -  Standish Corner FBCV District
  -  Steep Falls FBCV District
  -  Water
  -  Water Oriented Commercial
  -  Parcels
  -  Flood
  -  Stream Intermittent



ZONING MAP  
STANDISH, MAINE



175 Northeast Road  
Standish, Maine 04038  
Tel: 207.642.3461  
www.Standish.org  
Last adopted: 8/12/2014  
Revised: 8/21/2018  
File Name: ZoningMap36x52-R-Aug2018.mxd

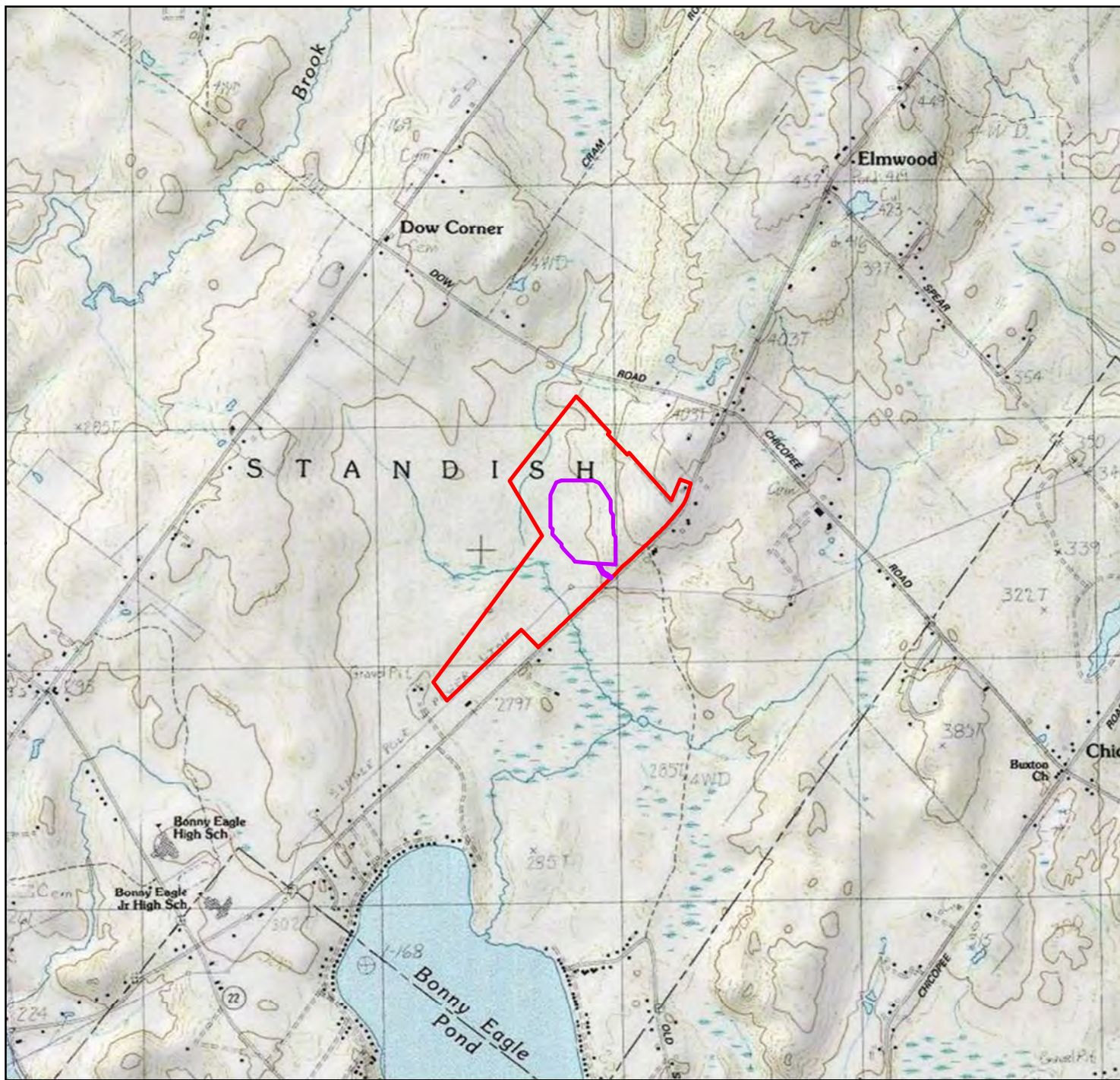
**Buxton**

This Zoning Map was produced by the Town of Standish and is for zoning purposes only. The depictions of the boundaries of the flood plains, Zoning districts, including the shoreland zone overlay districts, on this GIS Zoning map, are illustrative of their approximate boundaries. Exact boundaries shall be determined by on-site inspection and measurements from the normal high water line or upland edge of a wetland, regardless of the location of the boundary shown on this map. The Zoning Map of the Town is on file in the Town offices and can be examined there during regular office hours.

I hereby certify that this is the Zoning Map of the Town of Standish, referred to in the Standish Land Use and Development Code Zoning Ordinance and is the Official Zoning Map of the Town of Standish, Maine. It includes all prior revisions and is current as of this date and was voted on by the Town Council per

Council order: \_\_\_\_\_ Effective Dated: \_\_\_\_\_

Mary Chapman, Town Clerk



### SITE LOCATION

Soltage

425 Bonny Eagle Road  
Standish, Maine

### Legend

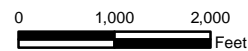
- Site Boundary
- Tree Clearing/Limit of Work

### Location of Site



### Notes & Sources

Data layer sources: Property Boundary and Tree Clearing/Limit of Work from Survey.



**wood.**

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

FIGURE

1





# SITE PLAN

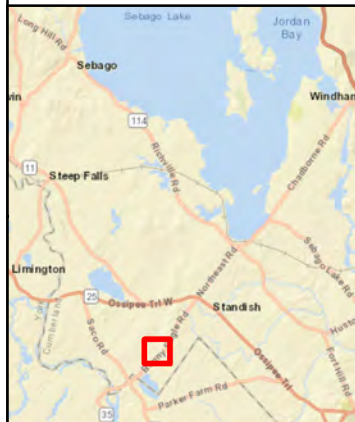
Soltage

425 Bonny Eagle Road  
Standish, Maine

## Legend

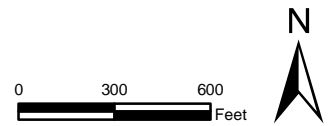
- Site Boundary
- Tree Clearing/Limit of Work
- SSURGO Soil Map Unit Boundary
- NWI Wetlands:**
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Riverine

## Location of Site



## Notes & Sources

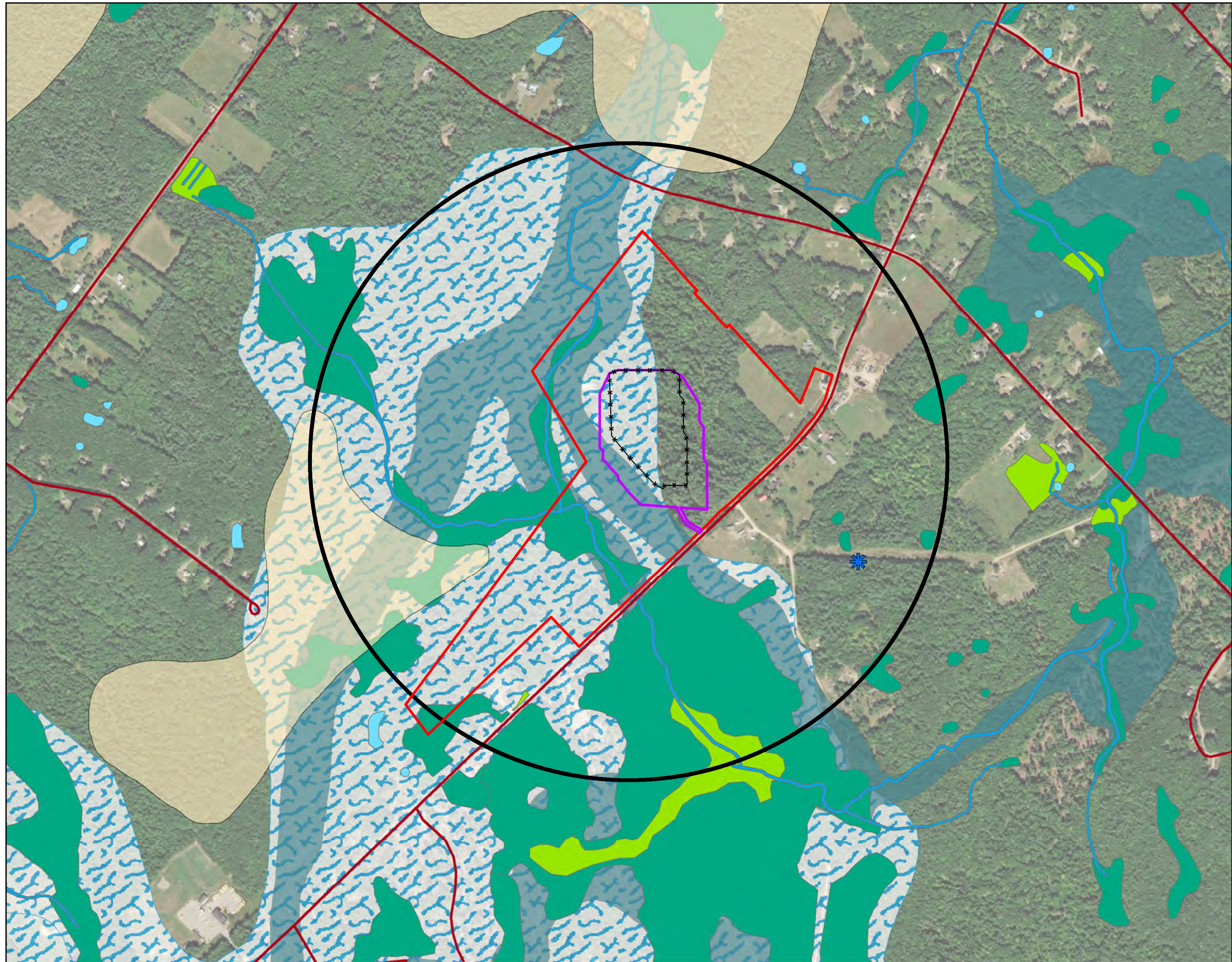
Data layer sources: Property Boundary and Approximate Limit of Work from Survey. SSURGO Soil Map Unit Boundary from USDA NRCS Web Soil Survey. NWI Wetlands from USFWS National Wetlands Inventory Wetlands Mapper.



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

FIGURE

2



**Environmental Constraints Map  
Mosley Property, Standish  
3.0 MW DC Solar Array**

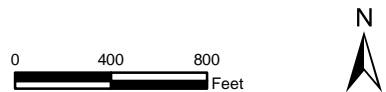
425 Bonny Eagle Road  
Standish, Maine

**Legend**

- Site Boundary
- Tree Clearing/Limit of Work
- Fence
- ◻ 0.5 Mile Buffer
- ✱ Vernal Pool
- ◻ Aquifers
- ◻ Deer Wintering Areas
- MEDOT Roads
- NWI Wetlands:**
- ◻ Freshwater Emergent Wetland
- ◻ Freshwater Forested/Shrub Wetland
- ◻ Freshwater Pond
- ◻ Riverine
- FEMA Flood Zones Q3:**
- ◻ A

**Notes & Sources**

Datalayer Sources: Maine Office of GIS, various dates.



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

FIGURE  
**3**



**wood.**

# **Attachment C**

Project Drawings



## **Attachment D**

MDIFW and MHPC Documentation





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



January 6, 2020

Andrew Vardakis  
Wood  
511 Congress St, Suite 200  
Portland, ME 04101

**RE: Information Request –Mosley Solar Project, Standish**

Dear Andrew:

Per your request received on November 20, 2019, 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 *Mosley Solar Project* in Standish. 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 or inland fisheries 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. We recommend that you contact the U.S. Fish and Wildlife Service--Maine Fish and Wildlife Complex (Wende Mahaney, 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 <https://www.maine.gov/ifw/fish-wildlife/wildlife/endangered-threatened-species/essential-wildlife-habitat/index.html>) 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 Andrew Vardakis, Wood  
Comments RE: Standish, Mosley Solar Project  
January 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.

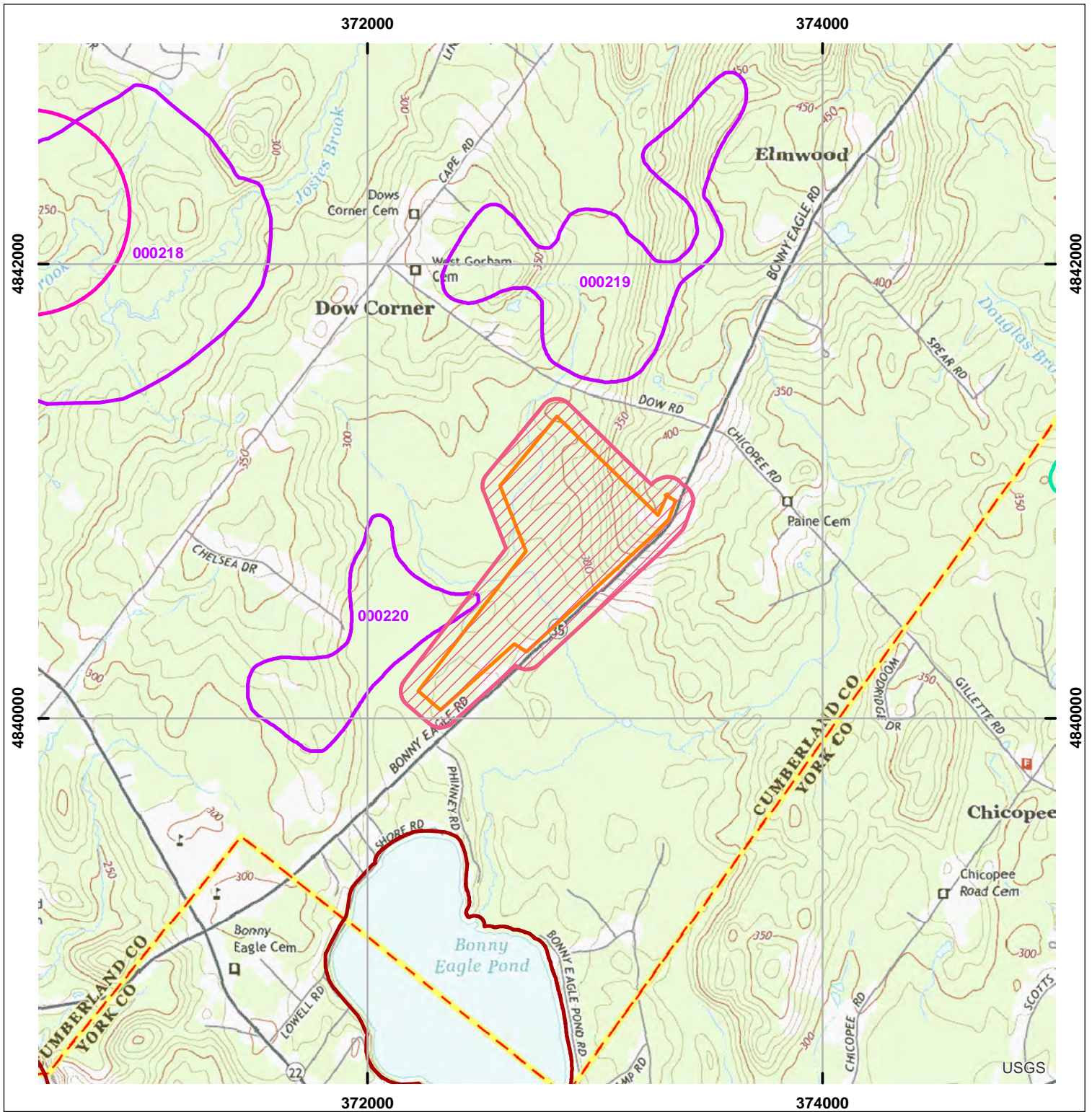
This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional 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

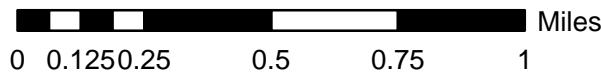
Project Name:

Standish, Mosley Solar Project

(Version 1)



Maine Department of  
Inland Fisheries and Wildlife



Projection: UTM, NAD83, Zone 19N

Date: 12/18/2019

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
	Shorebird Areas	Maine Heritage Fish Waters
	Inland Waterfowl and Wading Bird	Arctic Charr Habitat
	2008 Iwwh - 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	Maine Cliff and Talus Areas





**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.*

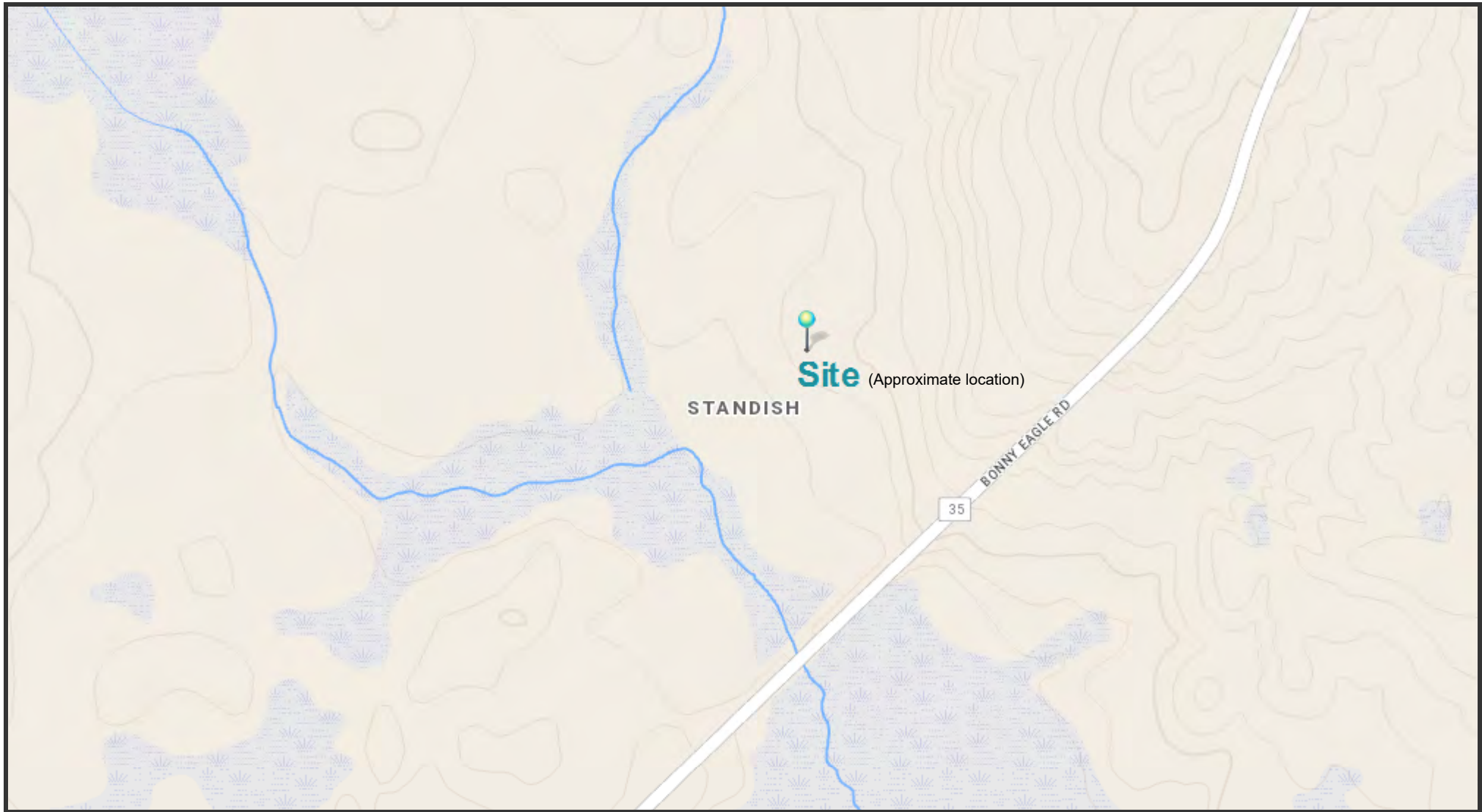
Photographs used by permission: Paul R. Moosman, Jr., Department of Biology, Virginia Military Institute



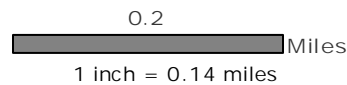




# HISTORIC PROPERTIES SEARCH - STANDISH BONNY EAGLE



The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch.



Source: Maine Historic Preservation Office (MHPO) Cultural & Architectural Resource Management Archive (CARMA) Map Viewer. Accessed on 5 May 2020 via [maine.gov/mhpc/quick-links/carma](http://maine.gov/mhpc/quick-links/carma).

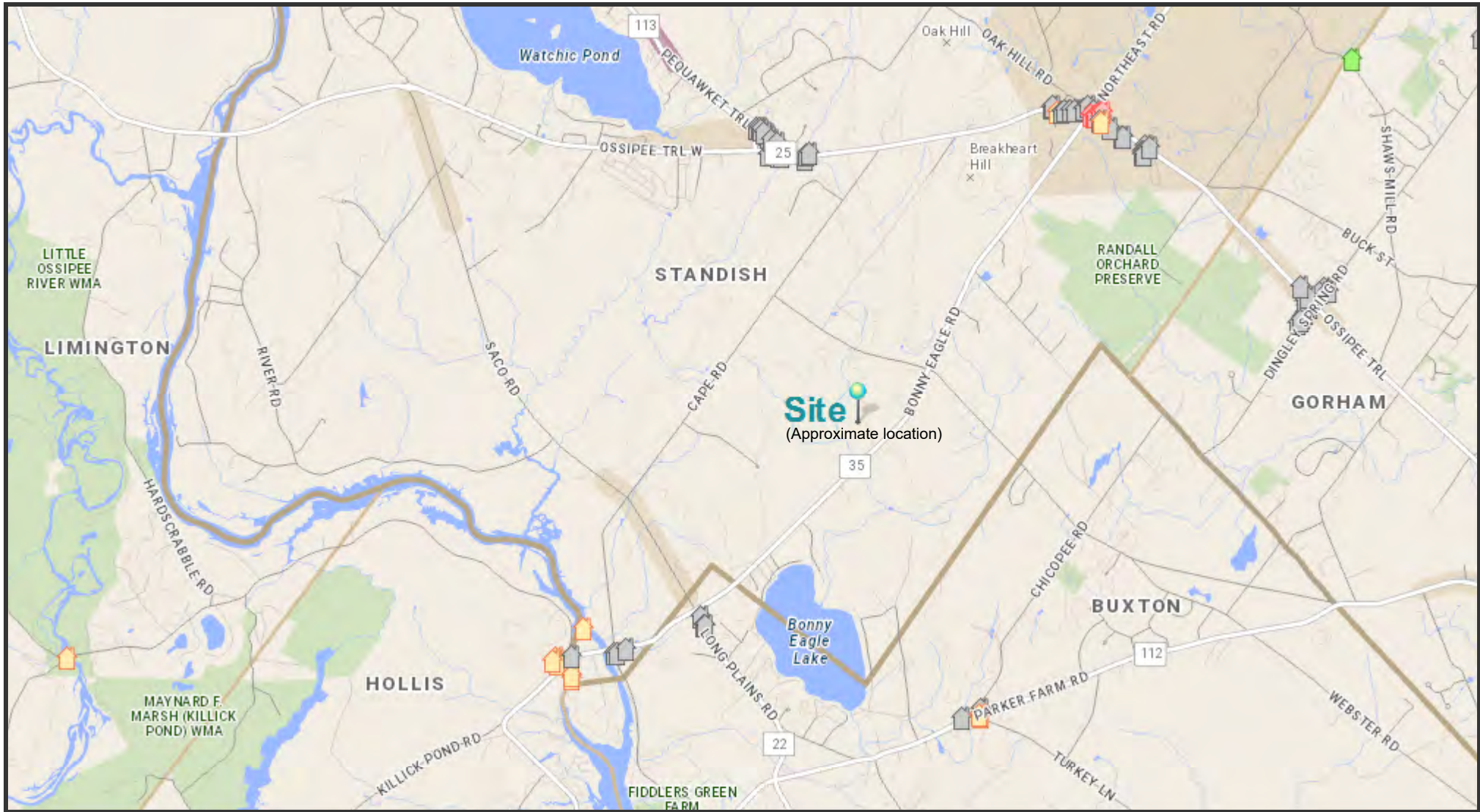
Date: 5/5/2020  
Time: 10:10:01 AM

## LEGEND

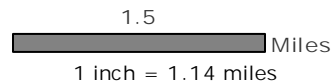
- |                |          |                   |                      |
|----------------|----------|-------------------|----------------------|
| Not Eligible   | Unknown  | Listed            | Historic Districts_2 |
| Not Determined | Eligible | Historic District |                      |

Note: CARMA does not include information on all historic properties in Maine. Due to the volume of old survey material already on file, this database does NOT contain all the National Register listed or eligible properties in the state.

# HISTORIC PROPERTIES NEAR STANDISH BONNY EAGLE



The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch.



Source: Maine Historic Preservation Office (MHPO) Cultural & Architectural Resource Management Archive (CARMA) Map Viewer. Accessed on 5 May 2020 via [maine.gov/mhpc/quick-links/carma](http://maine.gov/mhpc/quick-links/carma).

Date: 5/5/2020  
Time: 10:06:51 AM

## LEGEND

- Historic Properties 2**
-  Unknown
  -  Listed
  -  Historic Districts\_2
  -  Not Eligible
  -  Eligible
  -  Historic District
  -  Not Determined

Note: CARMA does not include information on all historic properties in Maine. Due to the volume of old survey material already on file, this database does NOT contain all the National Register listed or eligible properties in the state.



## **Attachment E**

Operations and Maintenance Plan

Construction Schedule



## SCOPE OF WORK

### Exhibit A

### TRI-ANNUAL

#### Medium Voltage System Components

1. Visually inspect overhead MV system and ROW for vegetation or equipment concerns.
2. Inspect recloser and meter enclosures for moisture.

#### Electrical Equipment

1. Inspect combiner box enclosures for signs of damage, water penetration, and rusting. Seal and repair as necessary.
2. Check all combiner boxes for loose or broken connections and evidence of localized heating. Correct and repair as necessary.
3. Inspect all other electrical equipment enclosures for signs of damage, water penetration, rusting. Seal and repair as necessary.
4. Check all other electrical equipment enclosures for loose or broken connections and evidence of localized heating. Correct and repair as necessary.

#### Modules and Racking

1. Inspect wire entrances to all weatherheads or conduit.
2. For tracking systems, inspect actuators, motors and joints for correct operation, evidence of damage (including torn, worn or missing dust seals), and excessive wear. Perform maintenance and service in accordance with manufacturer's recommendations.
3. For rooftop systems: Remove any accumulated debris (leaves, etc.) from below and around the modules.

#### Fence and Grounds Inspection

1. Remove any accumulated debris from around the inverter and/or other equipment and enclosures.
2. Inspect stormwater management and control systems. Clean drains, filters, culverts, swales, pipes (etc.) as necessary to maintain good water flow and control.
3. Inspect and confirm that erosion control installations are in compliance with applicable permits.
4. Inspect and confirm compliance with Section 2.3 of this Contract (Landscape Maintenance). Provide photographs to verify compliance.
5. Inspect all fences, including perimeter and equipment pad fences, for damage, evidence of breach or attempted breach, and vegetation overgrowth. Repair and rectify as necessary.
6. Verify the presence and security of all locks, chains and other security devices. Repair and rectify as necessary.
7. For rooftop systems, check all slip-sheets, roof penetrations, flashings and surfaces within /near the array or System equipment. Note any abrasions, cuts, tears or loose seals and evidence of water ingress.

**SCOPE OF WORK**  
**Exhibit B**  
**ANNUAL MAINTENANCE**

**\*Annual Maintenance Inspection requirements include all requirements from the Tri-Annual Maintenance Inspection, as well as those listed below**

<b>Medium Voltage System Components</b>
---

- |  |
|--|
| 1. Ensure proper operation of grid isolation devices (GOAB/Recloser/Overhead Cutouts). |
| 2. Record and confirm proper recloser setpoints per utility's requested settings.      |

<b>Electrical Equipment</b>
-----------------------------

- |  |
|--|
| 1. Where accessible, check DC and AC electrical field terminations for tightness (torque-testing where appropriate in accordance with equipment manufacturer's specifications). Tighten if necessary.  |
| 2. Replace any blown or damaged fuses.   |
| 3. Perform IV curve tracing for up to 5% of strings per direction of Owner and provide resultant report clearly identifying items of fault or concern and recommended actions.   |
| 4. Check inverter enclosures for signs of damage, water penetration, rusting etc. Visually inspect inverter filters for signs of clogging, damage or obstruction. Replace or clean filters where necessary and in accordance with inverter manufacturer's recommendations. |
| 5. Inspect and service inverters in full accordance with inverter manufacturer's recommendations.  |
| 6. Inspect transformers for evidence of damage, high temperature, coolant leakage and unusual operation. Where possible, verify that transformer's tank pressure is within manufacturer's published limits. Record levels and tank pressure.                               |
| 7. Inspect and verify correct operation of uninterruptable power supplies and backup batteries.  |
| 8. Replace all consumables in accordance with equipment manufacturer's recommendations.  |

<b>Modules and Racking</b>
----------------------------

- |   |
|---|
| 1. Remove any gross contamination from solar module surfaces (bird droppings, leaves, etc.), excluding regular dust or soiling.   |
| 2. Inspect modules for signs of degradation (e.g., color change, fogged glazing, delamination, warping, damaged wiring, damaged wire management system, and electrical connectors). Notify Owner, and correct all such faults. Replace irreparably damaged modules with spare modules when provided by Owner. |
| 3. Note and remove any wind blown and/or non-adhered debris on solar module surface (grass, leaves, etc.).  |
| 4. Inspect string wiring, home run splitters and string wire management system (CAB hanger), for wear and damage. Repair where necessary.   |
| 5. Check at least 5% of racking systems for tightness of module fastenings and structural fastenings. Tighten if necessary. Follow tracking manufacturer O&M recommendations.   |
| 6. Inspect racking system for any missing, damaged or misaligned module retaining fasteners and clips. Repair and replace missing clips and fasteners as necessary.   |
| 7. Inspect racking system for missing or damaged structural members. Repair where necessary.  |
| 8. Visually inspect all modules for broken or poorly fastened modules, re-fasten or replace any broken modules within stock spares (up to 6 per year at no additional labor charge).  |
| 9. If Owner fails to provide spare modules to Contractor for installation before Contractor completes its inspection, then Owner shall be responsible for procuring spare modules for Contractor to install during Contractor's next tri-annual inspection.   |

<b>EMS, Monitoring, and Communications Equipment</b>
--

- |   |
|---|
| 1. Inspect EMS equipment enclosure(s) and meter enclosure(s) for signs of damage, water penetration etc. Repair as necessary.   |
| 2. Inspect EMS weather stations and associated instruments for signs of damage. Wipe-clean pyranometers with clean cloth. Re-adjust horizontal and plane-of-array pyranometer mountings if necessary to achieve correct orientation (including soiling monitoring station and snow sensors). Repair as necessary. |



- |   |
|---|
| 3. Inspect and verify correct operation of all data communications and handling equipment including Ethernet switches and routers, cellular communications equipment, signal converters, and communication translators and integrators. |
| 4. Verify correct operation of security cameras, DVR's etc.   |
| 5. Verify that all devices are communicating with the EMS system.   |
| 6. Record the kWh production figure for each kWh meter.   |
| 7. Verify that back-of-module temperature sensors are correctly installed and are in good thermal contact with modules.<br>Repair as necessary.   |
| 8. SCADA system - check battery function, voltages, electrolyte levels (if applicable), charge controller and temperature controller (if applicable) as per manufacturers recommended service requirements.                             |

<b>Fence and Ground Inspection</b>
------------------------------------

- |  |
|--|
| 1. Inspect and confirm compliance with Section 2.3 of this Contract (Landscape Maintenance). Provide photographs to verify compliance. |
|--|

**SCOPE OF WORK  
EXHIBIT C**

**Conditional Use Permit Requirements**

1. Verify the presence, health and condition of any screening or landscaping measures (up to the perimeter fence, and three feet beyond the fence) depicted on site drawings and required for compliance with third-party permits and approvals.

**Groundcover Vegetation**

1. Grass, and/or other groundcover vegetation ("Grass") shall be cut to maintain the Grass height within the System and/or equipment enclosure fencelines at no greater than 12 inches total height, or no higher than the lowest edge of any solar panel, whichever height is less.

2. For ground-mounted systems, Grass shall be cut within the entire perimeter fence-line(s) and including underneath solar array racks.

3. Grass shall be cut in stormwater management basins, and shall be removed to prevent blockage or disruption of drains, filters, culverts, swales, pipes (etc.).

4. Unless specifically agreed otherwise on a Site-by-Site basis, a minimum 36-inch wide strip shall also be cut around the exterior of all fence-lines and around any screening hedges planted adjacent to those fence-lines.

5. Mulching of cut Grass is acceptable provided that; (a) a well maintained and purpose-designed mulching lawn mower is used for the purpose and, (b) the presence of the mulched cuttings would not adversely affect the future healthy growth of the Grass.

6. Cut Grass and other vegetation cuttings shall be collected and removed from site when, if left unremoved, its presence would either; (a) adversely affect the future healthy growth of the Grass, or, (b) present a potential fire risk, or (c) block or disrupt stormwater management systems.

7. Notwithstanding the foregoing, vegetation maintenance covered under the Fixed Contract Price is to occur no more than five (5) times per year. Additional grass cuts shall be billed at a rate of Contractor's cost plus fifteen percent (15%), not to exceed \$\_\_\_ per cut.

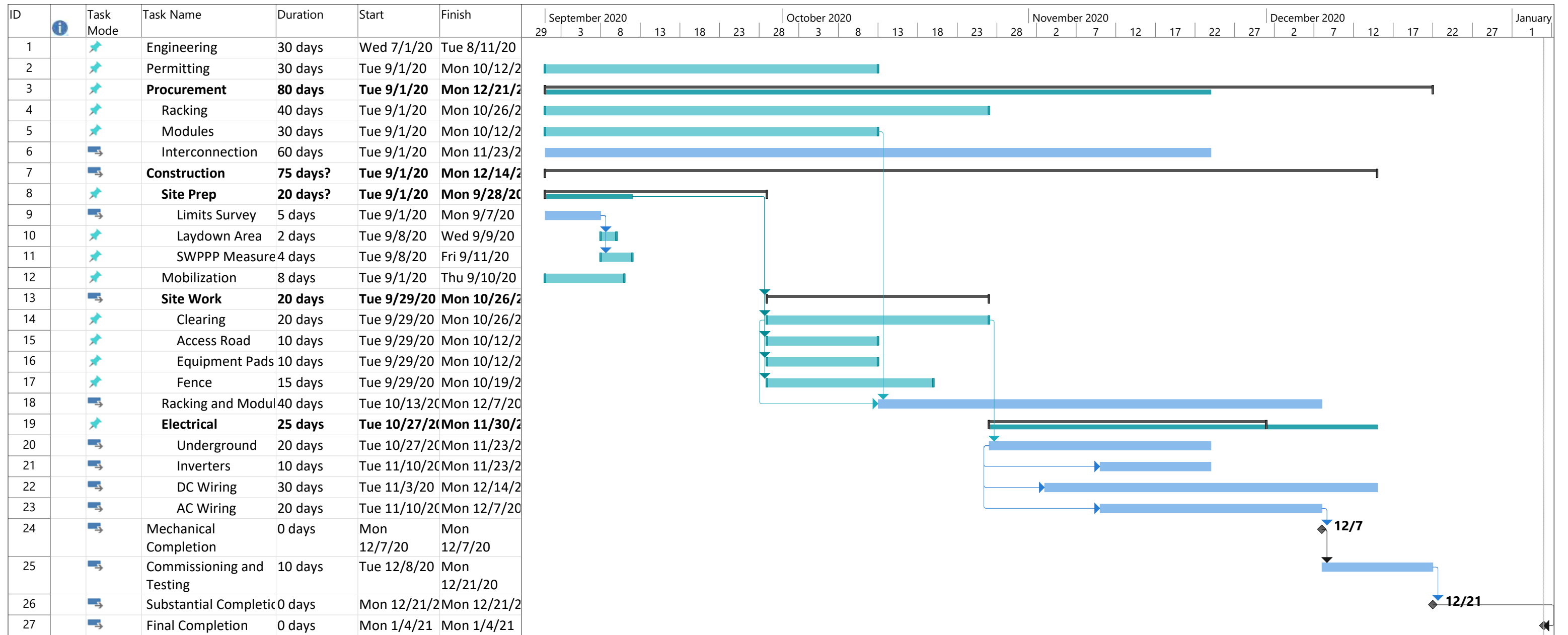
**Weed Control**

1. Fences, and equipment (including but not limited to panels, racking systems, inverters, transformers and switchgear) shall be kept free of weeds (including climbing plants).

2. All enclosed equipment areas, for example inverter pads that are enclosed by fences, shall be kept free of weeds (including climbing plants) within the enclosed area.

**Debris**

1. Consumables, equipment and/or other materials ("**Debris**"), shall not be piled, buried, composted, stored or otherwise disposed of on site. All Debris shall be removed and safely and correctly disposed of by Contractor and in accordance with applicable laws and regulations.



Project: Maine Construction Sch Date: Mon 3/9/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

## **Attachment F**

Statement of Financial Capability

Decommissioning Plan



RENEWABLE ENERGY PROVIDER

May 5, 2020

Re: Financial Capability, Town of Standish solar permit application

To Whom It May Concern,

This letter describes the financial capability to fund the development and construction of Standish Bonny Eagle Solar 1, LLC or the ("Project"). The Project is a wholly owned subsidiary of Soltage, LLC, a Delaware Limited Liability Company ("Soltage").

Founded in 2004, Soltage is a leader in the development, financing, and operation of distributed utility-scale solar assets for commercial, industrial and municipal customers across the United States. Soltage has developed more than 100 solar energy projects with more than 300 MW total distributed generating capacity under construction and management.

Over its 15+ year history, Soltage has raised and deployed over \$750 million of capital to its portfolio of renewable energy assets. Through its current capital vehicles, Soltage has funds in hand which to meet the approximately \$5 million in capital necessary to construct the Project. Prior to starting construction, if requested, Soltage can provide proof that adequate funding is in place to complete construction on the project.

If you have any further questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Jesse Grossman".

Soltage, LLC  
Jesse Grossman  
Chief Executive Officer & Co-Founder

# Solar Project Facility Decommissioning Plan

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3,007.53 kW DC (2,490 kW AC)  
Ground-Mount Solar Development  
Standish, ME

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# Contents

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## Solar Project Facility Decommissioning Plan

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2. Decommissioning Project Elements and Milestones .....	2
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2.3. Site Preparation for Decommissioning .....	4
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2.6. Re-contouring and vegetation .....	6

## 1. Introduction

### 1.1. Background

As a condition of approval of the Planning Board a Decommissioning Plan for the Solar facility has been developed for review. The Decommissioning Plan is required to include a detailed plan with time frames or milestones after termination of operations for restoring the property to the conditions that existed prior to the plant construction.

The useful life of the solar plant is expected to be 25 years or more. At the end of useful life, the system owner will suspend operations and decommission the plant including necessary demolition and site reclamation.

### 1.2. Plan Purpose

The purpose of this document is to establish a detailed plan for decommissioning and reclamation activities after the useful life of the project has ended. Refinement of these activities will be required to reflect the future best practices or improvements are discovered by the solar industry during the life of the project. It will be necessary to update and finalize this demolition and reclamation plan.

---

## 2. Decommissioning Project Elements and Milestones

The key tasks of the project are divided into related activities that represent milestones in the process. We describe the activities in each of the tasks in more detail below process.

The key Project components to be affected by decommissioning activities are discussed below. In general, decommissioning would attempt to maximize the recycling of all facility components. Specific opportunities for recycling are discussed below in the context of various site components. The individual Project components to be decommissioned will be recycled to the maximum extent practicable or removed from the site and disposed of at an appropriately licensed disposal facility. The general decommissioning approach would be the same whether a portion of the Project or the entire Project would be decommissioned.

### 2.1. Planning

The activities involved in the facility closure will depend on the expected future use of the site. Certain facility equipment and features may be left in place for future uses, such as transmission facilities and roads. At the time of decommissioning, a plan will be submitted to the Town proposing the equipment that will be removed and, if applicable, equipment that will remain, based on expected future use of the site.

Pre-closure activities, include final closure and reclamation planning, that identifies measures to be taken to restore the site to near pre-construction conditions or compatible with surrounding land and land use that may have evolved during the period the plant is in service. This includes several activities;

- Complete an analysis of the project materials and their composition to identify those specific components that may be recycled, scrapped, or sent to disposal sites. Identify specific recycling facilities and disposal sites for materials.
- Develop specifications for demolition and reclamation, which will serve as the basis for contractor bids for the decommissioning project and establish the scope of demolition and reclamation, including developing reclamation plans in compliance with local, state, and federal regulations.

### 2.2. Permitting

During the planning process the Town will be briefed and other applicable agencies on the decommissioning process and plans. The permits and approvals required for the decommissioning will be identified and permits will be obtained prior to commencing operations.



---

### 2.3. Site Preparation for Decommissioning

The first step in the decommissioning process would be to assess existing site conditions and prepare the site for demolition. While planning of decommissioning may take up to one (1) year actual site decommissioning and equipment removal will be completed within 180 days from the date of discontinued operation. Therefore, access roads, fencing, some electrical power, and other facilities will temporarily remain in place for use by the decommissioning workers until no longer needed. Demolition debris will be placed in temporary onsite storage area(s) pending final transportation and disposal and/or recycling according to the procedures listed below.

A plan for de-energizing portions of the facility to allow safe decommissioning and formal lock out and tag out procedures will be implemented. This will ensure all electrical components are placed and maintained in a safe condition for demolition activities prior start of work.

### 2.4. Disassembly and Demolition

#### **PV Module and Racking Removal and Recycling**

During decommissioning, Project components that are no longer needed would be removed from the site and recycled or disposed of at an appropriately licensed disposal facility. The first operation is to disconnect and remove modules from the racking assemblies. Modules are segregated for transportation to the nearest storage facility

Next comes the disassembly of the racking and mounting structures, DC wiring materials, and combiner boxes. The material will be segregated for disposal or salvage. Steel piles that support the PV racking system will be removed. Below ground portions of the supports will be removed.

The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the onsite equipment being used. The debris and equipment will be processed for transportation and delivery to an appropriately licensed disposal facility or recycling center. Modules will be recycled or disposed of in accordance with applicable laws at the time of decommissioning.

#### **Internal Power Collection System**

The combiner boxes that convey DC power generated from the solar arrays will be dismantled. The inverters that convert the DC power to AC power and the transformers that convert the output of the inverter and convey the power to the substation will also be dismantled and removed. The cast-in-place concrete foundations of the transformer. Will be broken up, removed and recycled.

---

Any overhead portions of the collection system will be removed. Overhead conductors will be removed from the poles, and the poles and pole foundations will be removed. Aluminum from the conductors will be recycled or removed from the site to an appropriately licensed disposal facility. If not planned for other use, the utility interconnection will be deactivated and restored to the extent agreed upon with the local utility or to the point of change of ownership

Medium voltage collector system electrical components will be electrically disconnected and made safe for removal. The switches will be disassembled and removed from the site. The underground conduit and metal dead-end structures will also be disassembled and removed. Concrete foundations for equipment will be broken up and removed from the site. Steel, aluminum, copper and other materials will be temporarily stockpiled at or near a designated processing location pending transport to an appropriate offsite recycling facility. All metals will be recycled to the extent practical given the recycling options available at the time of decommissioning.

#### **Roads**

Onsite access roads will remain in place to accomplish decommissioning at the end of the Project's life. At the time of decommissioning, if the roads will be beneficial for future use of the site; those roads may remain after decommissioning. Roads that will not be used will be restored during contouring operations at the end of the process.

#### **Fencing**

Project site perimeter fencing will be removed at the end of the decommissioning project, unless it may be utilized for future use of the site. Since the project site was not originally fenced, this includes removal of all posts, fencing material, gates etc. to return the site to pre-project condition.

### **2.5. Transportation and Clean up**

During the disassembly and demolition process materials are segregated and temporarily place in gathering areas for transportation. The various materials including concrete, steel, aluminum, copper and other materials will be temporarily stockpiled at or near a designated processing location pending transport to an appropriate offsite recycling facility. All such materials will be transported from the site to approved designated facilities for recycling, scrapping or disposal. All metals will be recycled to the extent practical given the recycling options available at the time of decommissioning. Modules will be collected and transported to storage sites for final recycling.

Clean-up of soils and site, if identified will be completed to ensure that clean closure is accomplished.

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## 2.6. Re-contouring and vegetation

In general, the decommissioning will be undertaken using traditional heavy construction equipment including but not limited to front end loaders, track mounted and rubber-tired excavators. Where excavation is required those areas of removal will be backfilled with natural material. Any voids left from the removal of foundations will be backfilled with surrounding subsoil and topsoil and fine graded to ensure suitable drainage and reclamation of natural grades.

Soil management and re-contouring operations will be conducted so-as-to minimize the surface area disturbance and implement the activities in the safest and most efficient manner and in accordance with applicable local requirements. Major earthwork is not anticipated as construction of the site will not alter the general grade across the site.

To provide for post-decommissioning dust control on the site, areas of exposed soils will be revegetated, consistent with the expected future use of the site. For example, future site use is expected to be agricultural, a revegetation approach will be implemented that will not conflict with the expected agricultural use. The native dry grass vegetation will be re-established to prevent the spread of weeds and long-term monitoring will be conducted to confirm reclamation and weed control are successful. Mulching may be used for temporary dust control until vegetation is established.

We have assumed that the planning process would be initiated one year prior to the anticipated end of commercial operation. Planning for the decommissioning activities and the associated permitting is scheduled far in advance to allow for meaningful consultation with the Town or other applicable agencies. Permitting will be finalized prior to the start of on-site activities. Actual site decommissioning and equipment removal will be completed within 180 days from the date of discontinued operation.



**wood.**

## **Attachment G**

Lease Option Agreement

2019 SOLAR LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into 8/30/19 (the "Effective Date"), by and between Roger W. Mosley ("Landlord") and Standish Bonny Eagle Solar 1, LLC, a Delaware limited liability company ("Tenant").

RECITALS

Landlord is the owner of approximately 111.2 acres in Standish, Cumberland County, Maine more particularly described on Exhibit A (the "Property") in which Landlord desires to lease approximately 30 acres 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.

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 four additional five-year periods (each an "Extension Term" and collectively, the "Extension Terms") by providing notice to Landlord 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 during the Term shall be [REDACTED] per acre 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 sixth anniversary and each subsequent anniversary during the Term, Rent shall increase [REDACTED] over the prior year Rent.
- 1.3 **Due Diligence Period.** Tenant shall have two (2) years from the Effective Date, ending at midnight on the last day of the calendar month containing the 2<sup>nd</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. Tenant shall have the option to extend the Initial Due Diligence Period for up to one (1) additional year (a "Due Diligence Extension") by providing notice to Landlord prior to the end of the Initial Due Diligence Period. Initial Due Diligence Period together with any Due Diligence Extension is collectively the "Due Diligence Period". 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; Tree Growth Classification.** 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 as liens or assessments as the same shall become due and payable from time to time and before interest or penalties accrue thereon. 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.

The parties acknowledge that portions of the Property currently are classified as "Tree Growth" under the Maine Tree Growth Tax Law. During the Due Diligence Period and prior to the Commencement Date, the Property will continue to be used in accordance with Landlord's forest management and harvest plan, and Landlord may

continue his forestry practices (including wood harvesting) at the Property in accordance with said plan and applicable State and local laws and ordinances, until Tenant shall (a) complete a final site plan and survey delineating the Leased Premises, and (b) request in writing Landlord's removal of such surveyed Leased Premises from Tree Growth classification. Upon Landlord's receipt of such notice he shall promptly take action to remove the surveyed Leased Premises from Tree Growth classification, and Tenant shall pay the tax or penalty that applies to the Leased Premises withdrawn. Landlord shall be responsible for any tax or penalty resulting from withdrawal of any portion of the Property located outside of the surveyed Leased Premises from Tree Growth classification.

During the Lease Term, Tenant shall pay 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), assessments or other public charges 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, 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 for purposes of calculating Rent. The Lease Premises shall (a) consist of a minimum of thirty (30) acres, (b) not include the existing house at the northeast end of the Property, and (c) leave Landlord's remaining portions of the Property as one contiguous piece.

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"), that could adversely affect Sunlight, including but not limited to the construction of any structures, or allow 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.** 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 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 Standish, 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 and the Property, including the presence of hazardous materials or substances on, in or under the Leased Premises and the 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 or the 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: Roger W. Mosley**  
80 Phinney Road  
Standish, ME 04084

**Tenant: Standish Bonny Eagle 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 Property, 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, including the right of Tenant to build roads across the Property; (iii) a non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Leased Premises and/or the Property, by means of (a) the now existing or hereafter constructed roads, lanes and rights-of-way on the Property, and (b) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; (iv) an exclusive easement to install, maintain, repair, replace and operate on the Property 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; and (v) a temporary easement on, over, across and under the Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Solar Operations (provided that Tenant shall, to the extent reasonably possible, restore the Property to substantially same condition as existed prior to such use). All easements granted hereunder shall run with the Property and the Leased Premises, 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 lands in the general vicinity of the 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).

## 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 C**, 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.

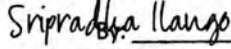
-SIGNATURE PAGE FOLLOWS-

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

**Tenant:**

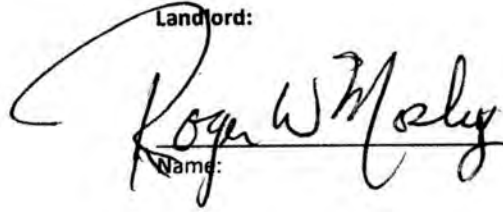
**Standish Bonny Eagle Solar 1, LLC**

DocuSigned by:



4E9AE33B5C8 Sriprahda Ilango, Manager

**Landlord:**



Name:

**Exhibit A**  
**Property**

The Property consists of an approximately 111.2-acre parcel of land situated in the Town of Standish, County of Cumberland and owned by Roger W. Mosley depicted on the Town of Standish, Maine Tax Map 006, Lot 064 and as further described in a deed recorded in Book 9159 Page 134 at the Cumberland County, Maine Registry of Deeds

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