



City of Gardiner Site Plan Review

**River Road Solar
3.5 MW AC Ground Mount Solar Array
River Ave, Gardiner, ME**

September 10, 2021

Applicant:

RE Gardiner Solar LLC
758 Westbrook St
South Portland, ME 04106



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I. Transmittal Letter

September 10, 2021

Town of Gardiner – Code Enforcement
6 Church Street
Gardiner, ME 04345

Site Plan Review Narrative: proposed ground mount solar array at River Rd, Gardiner, ME

RE Gardiner Solar LLC, a wholly owned entity of ReVision Energy Inc. (ReVision), is pleased to provide the Town of Gardiner Code Enforcement Office and Planning Board with the below narrative description of its proposed ground mounted solar photovoltaic energy generating development. The location of the proposed solar project is off River Rd, Gardiner, ME (a portion of property tax map 023, lot 17). This development and application are being submitted for review per Land Use Ordinance §6.2.3.3.7 for the establishment of a solar electric generating facility, a permissible use in the rural district.

The proposed solar development includes a 4.6 MW DC, 3.5 MW AC array, capable of producing 5.674 GWh of clean, local electricity annually. The primary components of a ground mounted solar array are earth screws driven into the earth to serve as foundations, aluminum racking fastened to the screws, and solar panels affixed to the racking. The rows of panels would be oriented due south, sloping 30 degrees. At their peak, the panels would stand approximately 11 ft above grade. The rows of panels would be electrically connected via underground conduit and wire. Inverters, transformers, and AC switchboards would be positioned at the center of the array. The proposed project includes a 7 foot chain link fence surrounding the array and overhead utility lines to run the power to River Rd. A small amount of utility infrastructure would be required to connect the project to the local grid at existing 3-phase power lines on River Rd. To access the solar site, ReVision is proposing improving an existing access road. The proposed array layout does not impact any wetlands delineated on the site and maintains a 75 foot setback from all streams and drainages.

For construction, we aim to have all approvals in place to commence work at the site in winter 2021. We expect construction will take 12 months. During construction, we anticipate 2-15 workers on site during regular work hours depending on project stage. Construction waste is minimal and ReVision will hire a solid waste systems contractor for onsite waste management and removal to a licensed solid waste facility. Contracted services will include onsite waste and recycling dumpsters during construction to handle debris and garbage, and recycling of cardboard, plastic film, and wooden pallets. There will be no solid waste generation once the system is operational.

Once completed, the system will involve one to two scheduled annual visits for the solar array inspection and preventative maintenance. Other site visits may be required for reactive maintenance but are expected to be limited. The proposed project will also include approximately two annual site visits for vegetation management. The bulk of the system's oversight will be performed remotely via internet-based production monitoring software to ensure the system is producing power as-designed and constructed.

Solar photovoltaic equipment is durable, built to withstand New England's harsh wind, rain, and snow. The steel foundations are customized to the substrate (we perform on-site geotechnical



tests as part of the design process), and the aluminum racking specifications take into consideration the region's snow and wind loading requirements. When installed properly, solar arrays are expected to last 40+ years and provide low-cost energy with minimal ongoing operational and maintenance support. As part of the agreement between the landowner and ReVision, the system owner will be responsible for decommissioning the project at the end of its commercial life and returning the site to its previous state. The City of Gardiner will not be responsible for system removal at the end of its lifecycle.

From a visual standpoint, the solar panels are constructed to absorb light and not reflect it. However, the bulk of any glare produced is directed upwards and is minimal; and the equipment generates virtually no noise while generating electricity. The proposed array location is located within a rural wooded area with no existing structures or residences directly abutting the development. The array will not be visible to traffic on River Rd. Given the minimally intrusive characteristics of solar photovoltaic arrays, and the larger environmental benefit solar provides, we hope this project will be a welcome addition to the City of Gardiner.

Please don't hesitate to reach out to me directly with any questions or for additional information.

Sincerely,

Nicholas Sampson

Nick Sampson
Project Developer
ReVision Energy Inc.
207-756-4159
nick@revisionenergy.com



II. City of Gardiner Site Plan Review Application Form



6 Church Street,
Gardiner, Maine 04345
Phone (207) 582-4200

Site Plan Review Application

Project Name: _____ Project Cost: _____

Date of Submission: _____ Received by: _____ Fees: _____

A complete written description of the proposed project including all other local, state and federal permits required for the project. _____

Anticipated beginning/completion dates of construction: _____ / _____

1. General Information:

Name of Property Owner: _____

Address: _____

Phone/Fax No: _____

Applicant/Agent Name: _____

Address: _____

Phone/Fax No _____

Design Professional(s)/Contractor(s): Surveyor Engineer Architect Contractor

Name: _____

Address: _____

Phone/Fax No _____

Name: _____

Address: _____

Phone/Fax No _____

Name: _____

Address: _____

Phone/Fax No _____

Signature: *Nicholas Sampson* _____ Date: _____

2. Property Information:

Property Location: _____
Deed Ref: Book _____ Page _____ . City Tax Map(s) _____ Lot(s) _____
Property Size/Frontage: Acres _____ Sq. Ft. _____ Road _____ Shore _____
Zoning District(s): _____

3. Development Information:

One or more site maps drawn to scale, prepared and sealed by a professional engineer or architect showing the following: **See Site Plan Review Document and attached Site Plan documents in Appendix A for all details addressing application item "3. Development Information".**

a.) The existing conditions on the property including:

1. The property boundaries;
2. The zoning district and zoning district boundaries if the property is located in more than one zone;
3. The location of required setbacks, buffers and other restrictions;
4. The location of any easements or rights-of-way;
5. The locations of existing structures and other existing improvements on the property including a description of the current use of the property;
6. The locations of existing utilities on and adjacent to the property including sewers, water mains, stormwater facilities, gas mains, and electric and other telecommunication facilities;
7. The location of the nearest source of a fire protection water supply (hydrant, fire pond, etc.)
8. The general topography of the property indicating the general slope of the land and drainage patterns. The CEO and/or Planning Board may require a topographic survey of all or a portion of the property for projects involving the construction of new or expanded structures or site modifications.
9. The location, type and extent of any natural resources on the property including wetlands, vernal pools, floodplains, waterbodies, significant wildlife habitats, rare or endangered plants or animals, or similar resources; and
10. The location and type of any identified historic or archeological resource on the property.

b.) The proposed development activity for which approval is requested including:

1. The estimated demand for water supply and sewage disposal together with the proposed location and provisions for water supply and wastewater disposal including evidence of soil suitability if on-site sewage disposal is proposed;
2. The direction of proposed surface water drainage across the site and from the site together with the proposed location of all stormwater facilities and evidence of their adequacy;
3. The location, dimensions, and ground floor elevations of all proposed buildings and structures including expansions or modifications to existing buildings that change the footprint of the building;
4. The location, dimensions and materials to be used in the construction of drives, parking areas, sidewalks and similar facilities;
5. The proposed flow of vehicular and pedestrian traffic into and through the property;

6. The location and details for any signs proposed to be install or altered;
7. The location and details for any exterior lighting proposed to be installed or altered;
8. Provisions for landscaping and buffering; and
9. Any other information necessary to demonstrate compliance with the review criteria or other standards of the Land Use Ordinance.

c.) Evidence that the applicant has or can obtain all required permits necessary for the proposal.

Additional Information Required:

Building and structure drawings showing the footprint, height, front, side and rear profiles and all design features necessary to show compliance with this Ordinance;

An estimate of the peak hour and average daily traffic to be generated by the project and evidence that the additional traffic can be safely accommodated on the adjacent streets;

An erosion and sedimentation control plan; and

A stormwater management plan demonstrating how any increased runoff from the site will be handled if the project requires a stormwater permit from the Maine Department of Environmental Protection or if the Planning Board determines that such information is necessary based on the scale of the project and the existing conditions in the vicinity of the project.

Elevation drawings prepared by a professional engineer or architect showing the façade and roof of the side of all proposed structures facing the road, and the side facing the customer entrance. The drawings shall clearly illustrate the profile of the roof. All façade and roof materials shall be identified including color and texture.

Photographs or similar photo representations or drawings showing the architectural design and context of the proposed structures and adjacent properties on the both sides of the road.

Survey Requirements

The Planning Board may require the applicant to submit a survey of the perimeter of the tract, giving complete descriptive data by bearing and distances, made and certified by a Registered Land Surveyor. The survey may be required for the construction of new structures or any construction proposed on a undeveloped parcel or tract of land, whenever the Planning Board finds that a survey is necessary to show compliance with the requirements of this Ordinance due to the size of the lot, location of the lot or the placement of existing or proposed structures on the lot or neighboring properties.

Additional Studies

The Planning Board may require the applicant to perform additional studies or may hire a consultant to review the application or portions thereof. The cost to perform additional studies or hire a consultant shall be borne by the applicant.

4. Review Criteria

An applicant shall demonstrate that the proposed use or uses meet the review criteria listed below for the type of application. The Planning Board shall approve an application unless one or the other of them makes a written finding that one or more of the following criteria have not been met.

6.5.1.1 The application is complete and the review fee has been paid.

Yes, the application is complete and the \$250 review fee has been paid.

6.5.1.2 The proposal conforms to all the applicable provisions of this Ordinance.

6.5.1.3 The proposed activity will not result in water pollution, erosion or sedimentation to water bodies.

6.5.1.4 The proposal will provide for the adequate disposal of all wastewater and solid waste.

6.5.1.5 The proposal will not have an adverse impact upon wildlife habitat, unique natural areas, shoreline access or visual quality, scenic areas and archeological and historic resources.

6.5.1.6 The proposal will not have an adverse impact upon waterbodies and wetlands.

6.5.1.7 The proposal will provide for adequate storm water management.

6.5.1.8 The proposal will conform to all applicable Shoreland Zoning requirements.

6.5.1.9 The proposal will conform to all applicable Floodplain Management requirements.

6.5.1.10 The proposal will have sufficient water available to meet the needs of the development.

6.5.1.11 The proposal will not adversely affect groundwater quality or quantity.

6.5.1.12 The proposal will provide for safe and adequate vehicle and pedestrian circulation in the development.

6.5.1.13 The proposal will not result in a reduction of the quality of any municipal service due to an inability to serve the needs of the development.

6.5.1.14 The applicant has the adequate financial and technical capacity to meet the provisions of this Ordinance.

6.5.2 Site Plan Review Criteria

All applications for Site Plan Review shall meet the Review Criteria contained in 6.5.1 and the additional criteria contained in this section.

6.5.2.1. The proposal will be sensitive to the character of the site, neighborhood and the district in which it is located including conformance to any zoning district specific design standards;

6.5.2.2 The proposal will not have an adverse impact upon neighboring properties;

6.5.2.3 The proposal contains landscaping, buffering, and screening elements which provide privacy to adjacent land uses in accordance with the appropriate performance standards;

6.5.2.4 The building site and roadway design will harmonize with the existing topography and conserve natural surroundings and vegetation to the greatest practical extent such that filling, excavation and earth moving is kept to a minimum;

6.5.2.5 The proposal will reflect the natural capabilities of the site to support the development. Buildings, structures, and other features should be located in the areas of the site most suitable for development. Environmentally sensitive areas including waterbodies, steep slopes, floodplains, wetlands, significant plant and wildlife habitats, scenic areas, aquifers and archeological and historic resources shall be preserved to the maximum extent;

6.5.2.6 The proposal will provide for a system of pedestrian ways within the site appropriate to the development and the surrounding area. The system will connect building entrances/exits with the parking areas and with existing sidewalks, if they exist or are planned in the vicinity of the project;

6.5.2.7 In urban and built-up areas, buildings will be placed closer to the road in conformance with setback requirements and parking areas shall be located at the side or rear of the building;

6.5.2.8 Proposals with multiple buildings will be designed and placed to utilize common parking areas to the greatest practical extent;

6.5.2.9 Building entrances will be oriented to the public road unless the layout or grouping of the buildings justifies another approach.

6.5.2.10 Exterior building walls greater than 50 feet in length which can be viewed from the public road will be designed with a combination of architectural features with a variety of building materials and shall include landscaping abutting the wall for at least 50% of the length of the wall.

6.5.2.11 Building materials will match the character of those commonly found in the City and surrounding area including brick, wood, native stone, tinted/textured concrete block or glass products. Materials such as smooth-faced concrete block or concrete panels and steel panels will only be used as accent features. Materials shall be of low reflectance, subtle, neutral or earth tone colors. High-intensity and bright colors shall be prohibited except when used as trim or accent. Building materials for industrial or commercial buildings located within an approved industrial park or subdivision are not be required to comply with this provision.

6.5.2.12 Building entrances and points where the development intersects with the public road and sidewalk will be provided with amenities appropriate for the area such as benches, bike racks, bus stop locations and other similar landscape features.

6.5.2.13 A proposal which includes drive-through service will be designed to minimize impact on the neighborhood. Drive-through lanes will be fully screened from adjacent residential properties and communication systems will not be audible on adjacent properties.

Applicant shall provide information that demonstrates that the proposal will be sensitive to the character of the site, neighborhood and the district in which it is located by considering the following:

No drive-through services are proposed.



III. § 6.3 Submission Requirements

§ 6.3.1 Waiver of Submission Requirements

No waivers have been submitted or requested for this application.

§ 6.3.2 Basic Information for All Applications

6.3.2.1 Name, address and telephone number of the applicant, applicant's agent, design professionals and contractors.

Applicant Name: RE Gardiner Solar LLC
Applicant Address: 758 Westbrook St, South Portland, ME 04106
Applicant Telephone: 207.221.6342

System Designer Name: ReVision Energy, Inc
System Designer Address: 758 Westbrook St, South Portland, ME 04106
System Designer Telephone: 207.221.6342

Environmental Consultant Name: Tetra Tech
Environmental Consultant Address: 451 Presumpscot St, Portland, ME 04103
Environmental Consultant Telephone: 207.358.2402

Civil Engineer Name: Tighe and Bond
Civil Engineer Address: 177 Corporate Drive | Portsmouth, NH 03801
Civil Engineer Telephone: 401.601.5797

6.3.2.2 Property location, map and lot number, and a copy of the tax map showing the property and surrounding location

Property Location: The proposed development is located to the west of River Rd. The project area includes improved access road as shown on Site Plan documents in **Appendix A**.

Map and Lot: The proposed development includes approximately 19.5 acres within the 806.58-acre parcel identified as Map 023, Lot 017.

Tax Map: See **Appendix B** for tax map showing parcel and surrounding area.

6.3.2.3 Verification of the applicant's right, title, and interest in the property.

See **Appendix C** for executed ground lease option, option extension, and related assignment and assumptions of interest giving right, title, and interest in the property to the applicant.

6.3.2.4 The appropriate application fee and other applicable fees.

ReVision will pay the application and applicable fees determined by the City of Gardiner Code Enforcement Officer.

6.3.2.5 Estimated cost of the proposal and a proposed construction schedule including beginning and completion dates.



Please find the preliminary construction schedule and estimated cost of the proposed solar project below. Both the schedule and estimated cost are approximate and will be refined closer to construction.

Activity	Start Date	End Date	Estimated Cost	Percentage of Total
Development, Design and Engineering	6/1/2021	1/31/2022	\$ 412,081	5%
Utility Upgrade Costs	6/1/2021	1/31/2022	\$ 742,081	8%
Buy Solar Modules	1/31/2022	1/31/2022	\$ 1,869,836	21%
Buy Inverters	1/31/2022	1/31/2022	\$ 213,948	2%
Buy Solar Racking	1/31/2022	1/31/2022	\$ 943,415	11%
Site Prep (Start of Construction)	2/15/2022	5/31/2022	\$ 569,815	6%
Install Solar Racking	6/1/2022	8/1/2023	\$ 832,561	9%
Install Solar Modules	7/1/2022	9/15/2022	\$ 527,706	6%
Install Inverters	8/1/2022	9/1/2022	\$ 160,345	2%
Electrical	9/1/2022	12/1/2022	\$ 1,681,242	19%
Fencing	9/1/2022	10/15/2022	\$ 180,192	2%
Project Management	1/1/2022	12/31/2022	\$ 150,770	2%
Commissioning (Construction Completion)	12/1/2022	12/31/2022	\$ 616,008	7%
Total			\$ 8,900,000	100%

6.3.2.6 A complete written description of the proposed project including all other local, state and federal permits required for the project.

See written project narrative above and supporting documentation provided in Appendices for description of the proposed project. Other permits required for this project include:

Federal: none required, FAA screening complete, no filing required.

State: Maine Department of Environmental Protection (MDEP) Stormwater Permit by Rule, Maine Department of Transportation (MDOT) Driveway/Entrance Permit State Electrical Permit

Local: Building Permit

6.3.2.7 One or more site maps drawn to scale showing the following:

All site maps prepared for this application are provided in **Appendix A**.

6.3.2.7.1 The existing conditions on the property including:

1. The property boundaries;

- See **Appendix A**.

2. The zoning district and zoning district boundaries if the property is located in more than one zone;

- See **Appendix A**: The development is within the Rural District, the entrance road crosses through the shoreland overlay.

3. *The location of required setbacks, buffers and other restrictions:*
 - See **Appendix A**.

4. *The location of any easements or rights-of-way;*
 - See **Appendix A**. ReVision is not currently aware of any existing easements or right-of-ways that impact the proposed project site.

5. *The locations of existing structures and other existing improvements on the property including a description of the current use of the property;*
 - See **Appendix A**. No existing structures are within the proposed development area. The current area is undeveloped field and woodland.

6. *The locations of existing utilities on and adjacent to the property including sewers, water mains, stormwater facilities, gas mains, and electric and other telecommunication facilities;*
 - See **Appendix A**. No existing utilities on or adjacent to proposed development area excluding CMP transmission lines on River Rd.

7. *The location of the nearest source of a fire protection water supply (hydrant, fire pond, etc.)*
 - See **Appendix A**. ReVision is not aware of any fire hydrants or fire ponds on or adjacent to the proposed project site.

8. *The general topography of the property indicating the general slope of the land and drainage patterns. The CEO and/or Planning Board may require a topographic survey of all or a portion of the property for projects involving the construction of new or expanded structures or site modifications.*
 - See **Appendix A**. Topography of property provided in attached Site Plan Documents.

9. *The location, type and extent of any natural resources on the property including wetlands, vernal pools, floodplains, waterbodies, significant wildlife habitats, rare or endangered plants or animals, or similar resources.*
 - See **Appendix A**. Natural resource investigations were conducted by ReVision's environmental consultant, Tetra Tech. The solar design has accounted for natural resource buffer areas, as applicable, and does not impact any wetlands or stream setbacks. The proposed site includes limited deer wintering habitat, as identified by Maine Department of Inland Fisheries and Wildlife (MDIFW). However, the proposed project was designed to minimize impact to the deer wintering area and does not bisect the habitat. Additionally, prior to finalizing any design work, the applicant had Tetra Tech complete agency outreach with the ME Department of Inland Fish & Wildlife (MDIF&W), the ME Department of Agriculture, Conservation & Forestry (DACF), and the ME Natural Resources Program (MNAP) to assess known or potential natural resources and threatened/endangered species/plants on the property. See agency responses in **Appendix D** for reference, the project area was determined not to have significant impact on protected resources.

10. *The location and type of any identified historic or archeological resource on the property;*

- See **Appendix A**. Prior to finalizing any design work, ReVision had Tetra Tech complete a Phase 0 Archeological Assessment and agency outreach with the Maine Historic Preservation Commission (MHPC) to assess known historic features on the property including a well and a cellar from a past use. The MHPC determined that no architectural or prehistoric archeological resources would be affected by this project, as they will be avoided by the project area. See **Appendix D** for the MHPC response.

6.3.2.7.2 *The proposed development activity for which approval is requested including:*

- 1. The estimated demand for water supply and sewage disposal together with the proposed location and provisions for water supply and wastewater disposal including evidence of soil suitability if on-site sewage disposal is proposed;*
 - The proposed development has no demand for water or wastewater services, no sewage generation or disposal is proposed.
- 2. The direction of proposed surface water drainage across the site and from the site together with the proposed location of all stormwater facilities and evidence of their adequacy;*
 - See **Appendix A**.
- 3. The location, dimensions, and ground floor elevations of all proposed buildings and structures including expansions or modifications to existing buildings that change the footprint of the building;*
 - See **Appendix A**. There are no buildings being proposed. The only structures will include solar modules and racking, ground mounted transformers, and other associated electrical componentry. No existing buildings exist at the area of the proposed development.
- 4. The location, dimensions and materials to be used in the construction of drives, parking areas, sidewalks and similar facilities;*
 - See **Appendix A**. Planned development includes improved gravel access road. The eastern stretch of the access road, which joins River Rd, will be paved due to its steep grade. The western section of the access road will be gravel. No parking, sidewalks or similar facilities are proposed.
- 5. The proposed flow of vehicular and pedestrian traffic into and through the property;*
 - See **Appendix A**. Access to the development will be limited to vehicle access for construction and maintenance only. The development will not be accessible to the public or to pedestrians, and no roadways or throughways are proposed.
- 6. The location and details for any signs proposed to be install or altered;*
 - Signage is to be limited to safety and security notification. All signage will meet sign standards of Section 10.24.6.5.1. Signage will provide 24-hr emergency contact information and notification of electrical equipment.

7. The location and details for any exterior lighting proposed to be installed or altered;

- The proposed project does not include the use of exterior lighting.

8. Provisions for landscaping and buffering;

- Given that no other parcels are located within the buffering areas to the development, no additional measures beyond natural vegetation are proposed. The location of the development is considered naturally buffered from the public and from adjacent landowners.

9. Any other information necessary to demonstrate compliance with the review criteria or other standards of the Land Use Ordinance.

- No other information deemed necessary to demonstrate compliance with the Land Use Ordinance following detailed review, and conversations with Code Enforcement Officer

6.3.2.8 *Evidence that the applicant has or can obtain all required permits necessary for the proposal.*

RE Gardiner Solar LLC is prepared to obtain all permits required prior to construction of this project. The Maine Department of Environmental Protection (MDEP) Stormwater Permit by Rule application has been filed for review and involves a 14 day review period. Building and electrical permits will be obtained following Planning Board approval. All designs are in accordance with applicable building and electrical codes.

§ 6.3.3 Additional Information for Applications for Planning Board Review and Site Plan Review

6.3.3.1 *Building and structure drawings showing the footprint, height, front, side and rear profiles and all design features necessary to show compliance with this Ordinance;*

See **Appendix A** for details on design features of the proposed development.

6.3.3.2 *An estimate of the peak hour and average daily traffic to be generated by the project and evidence that the additional traffic can be safely accommodated on the adjacent streets;*

The proposed development will not generate any additional traffic once complete. The construction period traffic will be consistent with projects of similar scale. Traffic is not anticipated to create an impact to the surrounding area.

6.3.3.3 *An erosion and sedimentation control plan;*

See **Appendix A**, (specifically C-101, C-102, C-103, and C-501 of the Site Plan Set) for erosion and sedimentation control plan prepared for this project.

6.3.3.4 *A stormwater management plan demonstrating how any increased runoff from the site will be handled if the project requires a stormwater permit from the Maine Department of Environmental Protection or if the Planning Board determines that such information is necessary based on the scale of the project and the existing conditions in the vicinity of the project;*

The proposed development will be less than 20 acres and includes less than 1 acre of new impervious development and less than 5 acres of new developed area. Since the proposed project has minimal impact and does not exceed these thresholds, it is not subject to Maine DEP Site Location of Development Law or Stormwater Management law and does not require a stormwater management plan. The applicant will submit a stormwater permit by rule notification to the DEP, which can be provided to the Planning Board at their request.

6.3.3.5 If the property contains an identified historic or archeological resource, the application shall include an analysis explaining how the resource was taken into account in the project planning and how any negative consequences of the proposed development activity on the resource will be mitigated.

Prior to finalizing any design work, the applicant had Tetra Tech complete a Phase 0 Archeological Assessment and agency outreach with the Maine Historic Preservation Commission (MHPC) to assess known historic features on the property including a well and a cellar from a past use. The MHPC determined that no architectural or prehistoric archeological resources would be affected by this project, as they will be avoided by the project area. See **Appendix D** for the MHPC response.

§ 6.3.4 Additional Information for Applications for Site Plan Review

6.3.4.1 The site map(s) required in 6.3.2.7 shall be prepared and sealed by a professional engineer or architect.

Electrical design reviewed and stamped by Electrical Engineer and civil sets are reviewed and stamped by Civil Engineer, as applicable.

6.3.4.2 Elevation drawings prepared by a professional engineer or architect showing the façade and roof of the side of all proposed structures facing the road, and the side facing the customer entrance. The drawings shall clearly illustrate the profile of the roof. All façade and roof materials shall be identified including color and texture.

Proposed development does not include façade or roof designs. The development will not be visible from the road, and no customer entrance will exist.

6.3.4.3 Photographs or similar photo representations or drawings showing the architectural design and context of the proposed structures and adjacent properties on the both sides of the road.

See **Appendix E** for photographs of similar projects representative of this proposed development as well as aerial imagery of adjacent properties.

§ 6.3.5 Survey Requirements

The Code Enforcement Officer or the Planning Board may require the applicant to submit a survey of the perimeter of the tract, giving complete descriptive data by bearing and distances, made and certified by a Registered Land Surveyor. The survey may be required for the construction of new structures or any construction proposed on a undeveloped parcel or tract of land, whenever the Code Enforcement Officer or the Planning Board finds that a survey is necessary to show compliance with the requirements of this Ordinance due to the size of the lot, location of the lot or the placement of existing or proposed structures on the lot or neighboring



properties.

See **APPENDIX A**. Boundary survey is provided on plan sets.

§ 6.3.6 Additional Studies

The Code Enforcement Officer or the Planning Board may require the applicant to perform additional studies or may hire a consultant to review the application or portions thereof. The cost to perform additional studies or hire a consultant shall be borne by the applicant.

CEO has not requested additional studies pursuant to the materials provided in this application.

§ Additional Items

6.5.1.14 *The applicant has the adequate financial and technical capacity to meet the provisions of this Ordinance.*

Please see **Appendix F** for a letter from Bangor Savings Bank confirming that ReVision has the financial capacity to build the proposed project.

For additional background on ReVision:

ReVision Energy is a Maine-based, vertically integrated solar development, construction, and maintenance firm and one of New England's most experienced solar design, installation, and service companies. ReVision has nearly 300 in-house solar professionals and more than 9,000 clean energy installations in northern New England since 2003. In the last three years, ReVision has completed approximately 2,500 solar installations, including more than 100 PPA projects for municipalities and nonprofits and several hundred turnkey systems for commercial and industrial clients. As of Q4 2020, we have nearly 100 megawatts (MW) worth of solar projects in operation and an additional 185 MW under contract for construction in 2021-22.

Founded in Liberty, ME in 2003, ReVision now runs five full-service operations centers included two Maine-based offices located in Montville, ME (serving central-northern ME); South Portland, ME (serving southern and western ME). In 2015, ReVision Energy became a Certified B Corporation as an expression of our commitment to use business as a force for good by leading New England's clean energy transition. In 2017, we transitioned to 100% employee-ownership through an ESOP Trust, thereby ensuring that every member of our team shares in the financial success of the company while committing to long-term sustainability. ReVision also established affiliated companies ReVision Investments LLC and ReVision Solar Impact Partners in 2017 to deploy below-market investment capital to local municipalities and nonprofits through innovative and flexible Power Purchase Agreements (PPAs).

ReVision Energy has been listed in Solar Power World's Top 500 North American Solar Contractors list every year since 2014 and named #1 Rooftop Solar Installer in New England for each of the last three years. We were also named one of the Best Places to Work in Maine in 2017. In 2019, we were recognized as a "Best for the World" company among certified B Corporations and as "Clean Energy Company of the Year" by the Northeast Clean Energy Council (NECEC).

ReVision is proud to count many women, veterans, and people from disadvantaged backgrounds among our employee owners, each enjoying a full and equal stake in the success of the company. We are committed to expanding opportunities for young people in the trades through ReVision Energy Training Center, the first in-house solar electrical apprenticeship school in the country, which we launched in 2018.



In addition to solar photovoltaics, ReVision has pioneered a full-service mechanical contracting approach to the design and installation of various complementary clean energy technologies. We provide a complete scope of services from project design and development to installation and ongoing system maintenance, including:

- Grid-Tied Solar Electric (PV) Systems
- Electric Vehicle Charging Stations
- Smart-Grid Storage Technologies
- Solar-Powered Heat Pumps
- Solar-Powered Water Heating
- Community Solar Farms
- Solar Project Development
- Solar Project Financing
- Solar Operations & Maintenance
- Land Leasing/Development
- Consulting Services
- Solar Impact Investing

IV. APPENDICES



Appendix A – Site Plan Sheets

Appendix B – Tax Map



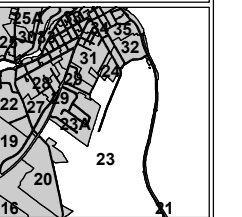
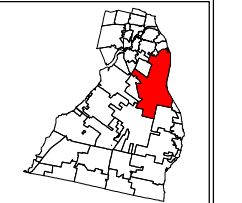
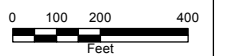
CITY OF
GARDINER
KENNEBEC CO.
MAINE



LEGEND

- Lot Hook
- Private Right of Way
- Sub-lot Line
- Transmission Line ROW
- River, Stream or Pond
- Railroad
- Road
- Town Line
- Building
- Parcel

For Assessment Purposes. Not to be used for conveyances.

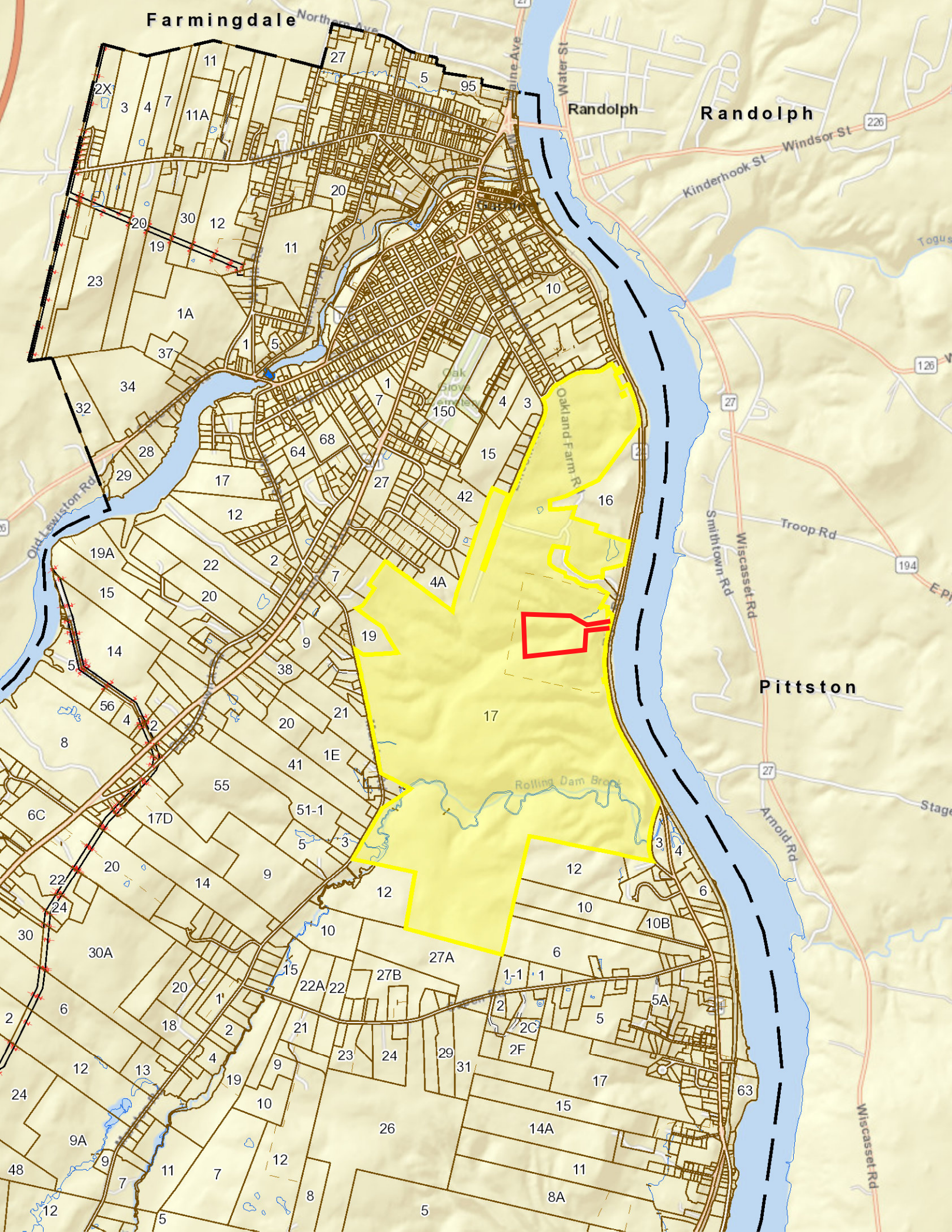


Map 23

Printed: 9/4/2019
Effective Date: 4/1/2019



Farmingdale



Appendix C – Right, Title, & Interest

**OPTION TO GROUND LEASE AGREEMENT
(Maine)**

This OPTION TO GROUND LEASE AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date by and between Host and Tenant. In consideration of the mutual promises of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Host hereby agree as follows:

BASIC OPTION PROVISIONS

EFFECTIVE DATE June 22, 2020.

HOST Trustees of Gardiner Nominee Trust

TENANT ReVision Energy Inc., a Maine corporation

PROPERTY That real property, as described in Exhibit A, consisting of the parcel(s) located in the City/Town of Gardiner, County of Kennebec, State of Maine, and is commonly known as a portion of the real property located at River Road in Gardiner, Maine and described in a Warranty Deed dated 10 November 1984 and recorded in the Kennebec County Registry of Deeds in Book 2747, Page 1-5, (Part of Parcel II) together with any improvements located thereon and rights, benefits and easements appurtenant to the parcel(s).

SITE Approximately twenty (20) acres of the Property as depicted on Exhibit B.

OPTION PERIOD One (1) year from the Effective Date, which Tenant may extend for two (2) additional one (1) year periods pursuant to Section 2(a).

OPTION PAYMENT An annual amount equal to [REDACTED] to be paid pursuant to Section 2(b) below (each an “**Option Payment**”, and collectively, the “**Option Payments**”).

THIRD PARTY INTERESTS (List Section 7(f) items or “None”) None.

LIST OF EXHIBITS

EXHIBIT A – Legal Description of the Property
EXHIBIT B – Depiction of the Site
EXHIBIT C – Form of Ground Lease

1. **Grant of Option.** Host hereby grants to Tenant the exclusive option (the “**Option**”) to lease all or any portion of the Site (the “**Premises**”) that Tenant deems necessary for the Project (defined below), in accordance with this

Agreement. If Tenant exercises the Option in accordance with Section 3 below, the parties shall enter into a ground lease agreement (the “**Lease**”) substantially in the form attached hereto as Exhibit C and incorporated herein by this

reference, with the final boundaries of the Land to be leased, all easements and retained access routes, and the Servient Land to be negotiated before the closing date. Any clearcutting of forested land on the Site that may be necessary for construction of the Project will be done by Landlord prior to the closing date, if possible, unless otherwise agreed to by the parties. “**Project**” shall mean the solar electric generating facility and any related facilities to be constructed and operated on the Premises.

2. **Option Period and Payment.**

(a) **Option Period.** The period during which the Option may be exercised shall commence on the Effective Date and continue until the expiration of the Option Period as described in the Basic Option Provisions above. Tenant shall have the right to extend the Option Period for two (2) additional one (1) year periods, provided that Tenant delivers notice to Host of its intent to extend the Option Period at least thirty (30) days prior to the expiration of the Option Period. Notwithstanding the foregoing, the Option Period shall automatically terminate upon the earlier of (i) execution of the Lease by Host and Tenant; (ii) Tenant providing written notice of its election to cancel this Agreement (in Tenant’s sole and absolute discretion); or (iii) 5:00 p.m. where the Property is located on the date of expiration of the Option Period.

(b) **Option Payment.** Tenant shall pay to Host the Option Payment on the Effective Date, and upon any extension thereof.

3. **Notice of Exercise of Option.** Tenant may exercise the Option at any time during the Option Period by delivering to Host a written notice exercising the Option (the “**Option Notice**”), not less than ninety (90) days in advance of the proposed date for closing under section 4.

4. **Closing.** Within ninety (90) days after delivery of the Option Notice to Host in accordance with Section 3 above, the execution of a final Lease by Host and Tenant (the “**Closing**”) shall take place on the date mutually agreed upon by Tenant and Host.

5. **Due Diligence; Title.**

(a) **Due Diligence.** Within ten (10) days following the Effective Date, Host will provide Tenant with copies of all leases, contracts, studies, reports (including all environmental reports), maps, surveys, litigation documentation, correspondence and any other materials in Host’s possession or reasonable control that are material to evaluating the Property.

(b) **Title.** Tenant, at Tenant’s cost, may obtain a preliminary title report (the “**Title Report**”) and/or survey (the “**Survey**”) for the Property. If Tenant, in its sole discretion, determines that the existence, use, operation, implementation or exercise of any matters identified by the Title Report or Survey could materially delay, interfere with, impair or prevent Tenant’s development, operation or financing of the Project, then Tenant may notify Host of such issues and Host shall cooperate with Tenant in efforts to obtain a release, subordination, non-disturbance agreement, consent or other agreement (in a form reasonably acceptable to Tenant and Host) from the holder(s) of such rights. Notwithstanding the foregoing, Host shall not be under any obligation to (1) cooperate with Tenant if the action requested interferes with Host’s uses of the Site, for agricultural production, access to timber harvesting, and recreation, or (2) correct title if Host is required to incur any out of pocket expense except to the extent necessary for Host to comply with Host’s representations under paragraph 7(f) hereunder .

6. **Right of Entry**

(a) **Investigations.** Beginning on the Effective Date and throughout the Option Period, Host shall provide to Tenant, its employees, agents, contractors, and current or potential lenders or investors, reasonable access to the Property to conduct the Survey, evaluate, conduct and perform inspections, including soil and water testing, environmental assessments (Phase I and/or Phase II), engineering surveys, topographical, structural and geo-technical tests, and such other tests and inspections (collectively,

the “**Investigations**”) that Tenant may deem necessary or advisable in its sole discretion, upon Tenant providing at least twenty-four (24) hours’ prior notice to Host and provided that the Investigations do not reasonably interfere with Host’s use of the Site. Tenant shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant in connection with the Investigations. Tenant shall remove, or cause the removal of, any such lien by bond or otherwise within sixty (60) days after Tenant becomes aware of the existence of such lien and if Tenant shall fail to do so, Host may pay the amount necessary to remove such lien, without being responsible for investigating the validity thereof.

(b) **Tenant Indemnification of Host.** Tenant shall indemnify, defend and hold Host harmless from and against all claims, losses, liabilities, damages, losses, costs or expenses (including, without limitation, reasonable attorneys’ fees) (collectively, “**Claims**”) caused by entry onto the Property or portions thereof by Tenant, its agents or contractors during the Option Period; provided, however, that Tenant shall have no obligation or duty to indemnify, defend or hold Host harmless from Claims (including, without limitation, Claims that the Property has declined in value) (i) arising out of, resulting from or incurred in connection with the results or findings of Tenant’s Investigations, or (ii) to the extent such Claims are due to the negligence or willful misconduct of Host or its employees, agents or contractors. Notwithstanding the foregoing, Tenant’s indemnification obligations shall not extend to any conditions on, at or under the Property in existence as of the Effective Date, except and to the extent such conditions are aggravated by the gross negligence or willful misconduct of Tenant or its employees, agents or contractors. Tenant’s obligations hereunder shall survive the termination or expiration of the Option Period for one (1) year.

7. **Host’s Representations and Warranties.** Host makes the following representations and warranties, which shall be true as of the Effective Date, the date the Option

is exercised by Tenant, and shall survive the expiration or termination of this Agreement:

(a) **Authority.** Host has the full legal right, power and authority, without the consent of any additional party or parties, to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of all transactions and performance of all obligations contemplated hereby have been duly authorized and will not conflict with, or result in, a breach of any of the terms or provisions of, or constitute a default under, any document or instrument to which Host is a party.

(b) **Binding on Host.** The person executing this Agreement on behalf of Host has full power and authority to bind Host to the obligations set forth herein, and upon execution and delivery of the same, this Agreement will constitute a valid and binding instrument enforceable in accordance with its terms.

(c) **Claims or Actions.** There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Host, the Property or any portion thereof.

(d) **No Violation of Laws.** To the best of Host’s knowledge, the Property is not in violation of any applicable federal, state, local or other laws, regulations or codes (the “**Laws**”) and Host has not received notice pertaining to the violation of any Laws affecting the Property or any portion thereof, and Host has no knowledge of any facts which might be a basis for any such notice.

(e) **Bankruptcy.** Host has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any voluntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; or (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets.

(f) **Fee Owner; Liens.** Host holds the entire fee simple interest in the Property. Except as previously disclosed by Host to Tenant in writing or as disclosed in the Title Report or Survey, Host represents that there are no liens upon Host's right, title or interest in the Property other than liens for monetary obligations for which Host shall obtain a SNDA pursuant to **Section 8(a)**. Except as otherwise listed in the Basic Option Provisions, Host has not granted or entered into any other options, rights of first refusal, offers to purchase or lease or agreements to sell or lease all or any part of the Property ("**Third Party Interests**") other than with Tenant pursuant hereto.

(g) **Environmental Laws.** To the best of Host's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in violation of any Environmental Laws (as defined in the Lease). No release or threatened release of any Hazardous Substance (as defined in the Lease) has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Substance is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under any Environmental Laws. Neither Host nor, to the best of Host's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Substances in violation of Environmental Laws. To the best of Host's knowledge there are not now and never have been any underground storage tanks, containers or wells located on or under the Property and there is no asbestos contained in, forming part of, or contaminating any part of the Property or improvements thereon.

During the Option Period, Host shall timely notify Tenant in writing of any changes affecting any of the foregoing representations and warranties.

8. **Host's Covenants.** Host hereby covenants and agrees that, from and after the Effective Date, though the Option Period and, if

the Option is exercised, thereafter during the period up to and including the Closing:

(a) **Host Mortgages.** Host shall use commercially reasonable efforts to deliver to Tenant a subordination, non-disturbance and attornment agreement(s), in form and substance reasonably acceptable to Tenant (each, a "SNDA") from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Property. Host shall make all payments required under any loan secured by a mortgage or deed of trust encumbering the Property and pay all real property taxes and assessments levied or imposed against the Property and before any of the same become delinquent. During the Option Period, Host shall not mortgage or otherwise encumber its interest in the Property without providing Tenant with fifteen (15) days prior written notice thereof and an SNDA reasonably acceptable to Tenant from such holder(s) of any deed of trust, mortgage or other lien encumbering the Property.

(b) **Mortgage of Tenant's Interest.** Tenant shall have the right to obtain financing from one or more Financing Parties (as defined in the Lease) by way of a direct or collateral assignment of this Agreement to a Financing Party. Notwithstanding the fact that the parties to this Agreement have not yet executed the Lease, Host agrees that the provisions of Section 14 (Mortgage of Tenant's Interest) of the Lease shall apply to any such financing related to this Agreement by any Financing Party.

(c) **Permits; Cooperation with Development.** Tenant shall have the right to apply for, at Tenant's expense, applications for land use entitlements, environmental approvals and permits, site plans, and subdivision or minor land division requests and parcel maps. Host shall cooperate with Tenant in Tenant's efforts to obtain such approvals by executing such documents as are reasonably necessary.

(d) **Use of the Property.** Host will not commit waste on the Property or otherwise materially change the Property, nor will Host agree to grant or permit any easement, lease, license, right of access or other possessory right in the Premises to any third party without the

prior written consent of Tenant. Host shall materially comply with all Laws applicable to the Property.

9. **Insurance.** Effective as of the date Tenant enters the Property for the Investigations, and continuing through the Option Period, Tenant shall obtain and maintain liability insurance for its activities on the Property. Such insurance will be in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, and Five Million Dollars (\$5,000,000) in umbrella coverage, and will name Host as an additional insured but only for liability arising out of Tenant's operations on the Property.

10. **Assignment.** Tenant shall have the right to assign its rights and obligations under this Agreement to any Tenant affiliate, third party, and/or party providing financing to Tenant with notice but without the prior consent of Host, provided that Tenant demonstrates that assignee has sufficient financial ability, qualifications and experience to perform all of the obligations of Tenant under this agreement. Host shall not have any right to assign its rights and obligations under this Agreement without Tenant's prior written consent, not to be unreasonably withheld, conditioned or delayed.

11. **Termination.**

(a) **Default.** Each of the following events shall constitute an event of default by the applicable party and shall permit the non-defaulting party to terminate this Agreement and pursue the remedies described below, which, as to Host, shall consist solely of the remedies described in Section 11(b) below, and, as to Tenant, shall consist of all other appropriate remedies including specific performance of Host's obligations under this Agreement and the Lease (provided the Option is exercised by Tenant) or to terminate this Agreement and recover all Option Payments paid to Host in addition to Tenant's other damages.

(i) The failure of Tenant to pay amounts required to be paid hereunder when due, where such failure continues for thirty (30)

days after Tenant has received written notice of such failure from Host;

(ii) The failure of either party to perform any of the other terms, agreements or conditions set forth in this Agreement, where such failure continues for forty-five (45) days (or such longer period required to cure such failure, not to exceed ninety (90) days), after receipt of written notice from the other party; or

(iii) A party files for bankruptcy or has an involuntary petition in bankruptcy or a request for appointment of a receiver filed against it, where such involuntary petition or request is not dismissed within ninety (90) days after filing.

(b) **Host Remedies – Liquidated Damages.** EXCEPT FOR (I) TENANT'S INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, AND (II) HOST'S ABILITY TO SEEK DAMAGES OR ANY OTHER REMEDY AT LAW OR IN EQUITY FOR PERSONAL INJURIES OR PROPERTY DAMAGE CAUSED BY TENANT WHILE ON THE PROPERTY, HOST'S SOLE REMEDY UPON AN EVENT OF DEFAULT BY TENANT SHALL BE TO RETAIN THE OPTION PAYMENTS IT HAS THEN RECEIVED AS LIQUIDATED DAMAGES FOR SUCH DEFAULT OF TENANT, AND IN SUCH EVENT, TENANT SHALL HAVE NO FURTHER RIGHT WHATSOEVER TO LEASE THE PREMISES AND HOST SHALL HAVE NO RIGHT TO SEEK ANY FURTHER DAMAGES OR REMEDY, AT LAW OR IN EQUITY. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES THAT WOULD BE SUFFERED BY HOST AS A RESULT OF ANY SUCH DEFAULT BY TENANT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH HOST WILL INCUR AS

A RESULT OF ANY SUCH DEFAULT BY TENANT. SUCH RETENTION OF THE OPTION PAYMENTS BY HOST IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO HOST AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY.

(c) **Termination by Tenant Absent Default by Host.** If Tenant determines, in its sole and absolute discretion, that the Site is unsuitable or undesirable for leasing by Tenant, Tenant shall have the right to terminate this Agreement by giving written notice thereof to Host and this Agreement shall terminate on the date specified in Tenant's written notice. If the Agreement is terminated during the Option Period pursuant to the preceding sentence, then neither party shall have any further rights or obligations hereunder; provided, however, that Host shall retain all Option Payments it shall have received hereunder prior to the date of termination of the Option Agreement and any provisions hereof that expressly survive termination of this Agreement shall remain in effect.

12. **Miscellaneous.**

(a) **Attorneys' Fees.** In the event of any action between the parties hereto for enforcement or interpretation of any of the terms or conditions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees.

(b) **Waiver of Jury Trial.** EACH PARTY HERETO WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS AGREEMENT OR ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(c) **Confidentiality.** Host will maintain in strict confidence, for the sole benefit of Tenant, the existence and the terms of this Agreement and the transactions contemplated

herein, provided, however, Host may disclose this Agreement and the transactions contemplated herein to Host's affiliates, beneficiaries, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

(d) **Counterparts.** This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree signatures transmitted by facsimile or email shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

(e) **Time Periods.** If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to the next business day.

(f) **No Waiver.** The failure of either party to require strict performance by the other party of any provision of this Agreement will not be considered a waiver of any other provision, nor prevent any party from enforcing that or any other performance at any time thereafter.

(g) **Further Assurances.** The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

(h) **Governing Law.** This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of Maine.

(i) **Amendments; Entire Agreement.** This Agreement contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement with respect to the subject matter hereof, and any

agreement hereafter made shall be ineffective to change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. Host and Tenant agree that all prior or contemporaneous oral or written agreements between or amongst themselves or their agents are merged in or revoked by this Agreement.

(j) **Partial Invalidity.** If any term or provision of this Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(k) **Successors and Assigns.** This Agreement, and the rights and obligations of the parties hereto, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and permitted assigns.

(l) **Interpretation.** Each party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(m) **Survival of Terms.** All covenants, representations and warranties contained in this Agreement shall survive Closing. Those provisions in this Agreement which by their terms are intended to be or must be performed in whole or in part after the Closing or after termination of this Agreement shall survive Closing and the termination of this Agreement.

(n) **Headings.** The headings herein are inserted only for convenience and shall have no effect in interpreting the meaning of any provision.

(o) **Time is of the Essence.** Time is of the essence in this Agreement and each and every provision of this Agreement.

(p) **Memorandum of Option.** Contemporaneously with the execution of this Agreement, or at such later time as Tenant may request, the parties shall execute and acknowledge a Memorandum of Option to Lease Agreement to be recorded in the official records of the county where the Property is located (the “**Memorandum**”) in a form reasonably acceptable to Host and Tenant. Tenant may record the Memorandum at any time after the Effective Date.

(q) **Notices.** All notices, approvals, disapprovals or elections required or permitted to be given under this Agreement shall be in writing and shall be (i) delivered personally; (ii) mailed by certified or registered mail, return receipt requested; (iii) sent by email transmission; or (iv) sent by Federal Express or other professional carrier, to the parties at the addresses listed below or at such other addresses as shall be designated by Tenant or Host in writing. Except as expressly set forth in this Agreement, notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided, however, that (x) notice sent by email shall only be deemed received when both (A) the sender has electronic confirmation that it was sent to all parties (and has retained a confirmation of the delivery) and (B) at least one addressee entitled to notice for the applicable party has acknowledged receipt of the transmission; and (y) if a post office box is provided as the notice address, notice shall be deemed to have been given or made five (5) days after being deposited in the United States mail with appropriate postage prepaid. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Host Address

Trustees of the Gardiner Nominee Trust
PO Box 26
Gardiner, ME 04345
Phone: 207-582-2136
E-mail: Oakfarmpg@gmail.com

oakfarm1@mac.com

Tenant Address

ReVision Energy Inc.

Attn: Nate Niles

758 Westbrook St.

South Portland, ME 04106

Phone: (207) 208-9178

E-mail: nniles@revisionenergy.com

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement on the date written above.

"Host"

Gardiner Nominee Trust

By: Phyllis Gardiner

Name: Phyllis Gardiner

Title: Trustee

By: _____

Name: _____

Title: _____

"Tenant"

ReVision Energy Inc., a Maine corporation

By: Fortunat Mueller

Name: Fortunat Mueller

Title: President

Exhibit A

Legal Description of Property

PARCEL II

A certain parcel of land situated in Gardiner known as the Cove parcel and being the same premises known as the "The Cove" that Robert H. Gardiner the Fifth of that name inherited under the last will and testament of the late Ruth Richards who died testate on December 21, 1964 and whose estate was duly probated in the Kennebec County Probate Court, Docket No. 40261. Said parcel of land is also described in a deed from Eleanor W. Emery to Ruth Richards dated December 8, 1948 and recorded in the Kennebec County Registry of Deeds on December 9, 1948 in Book 863, Page 309.

Exhibit B
Depiction of the Site

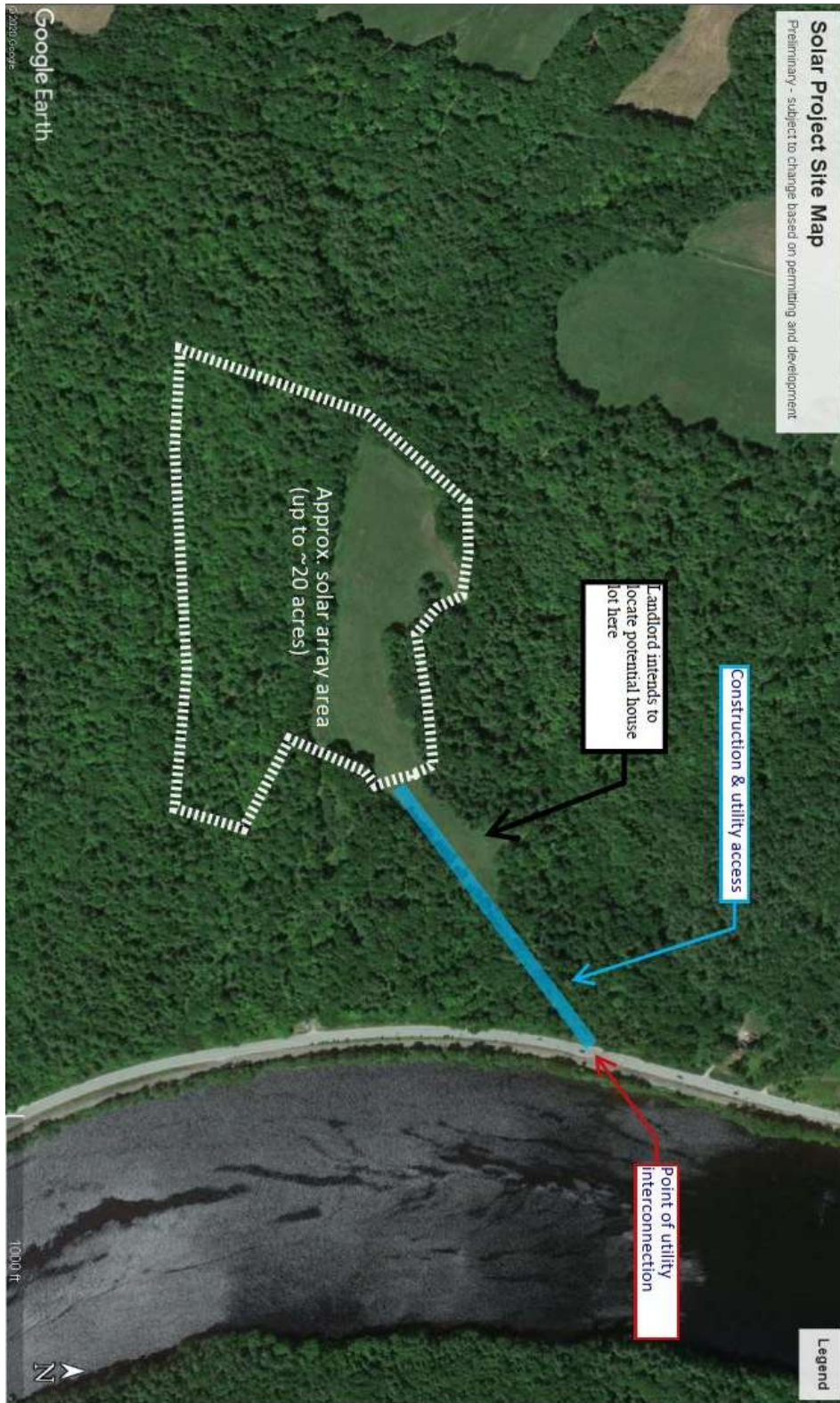


Exhibit B



May 14, 2021

Trustees of Gardiner Nominee Trust
PO Box 26
Gardiner, ME 04345

[Sent via email: Oakfarmpg@gmail.com](mailto:Oakfarmpg@gmail.com)

Dear Trustees,

I'm pleased to let you know that ReVision Energy Inc. ("ReVision") will be exercising our option to extend the Option to Ground Lease Agreement ("Option"), for approximately twenty acres of your River Road property in Gardiner, Maine by an additional period of one year. The current Option expires June 22, 2021, and this will extend the Option to June 22, 2022.

Please see Option Period on Page 1 of the Option to Lease Agreement, and Section 2. a. Option Period and Payment, on Page 2 of the Agreement, if you'd like to review the extension terms.

ReVision will provide a [REDACTED] check for the second option payment to the address above. Please let me know if you have any questions. You can contact me directly at 207-756-4159, or nick@revisionenergy.com.

We're very excited to continue to work on the development of this great solar site.

Sincerely,

Nick Sampson
Project Developer
ReVision Energy

ASSIGNMENT AND ASSUMPTION OF CONTRACT INTERESTS

This Assignment and Assumption of Contract Interests (“**Assignment**”) is executed and made effective as of September 7, 2021 (“**Effective Date**”) by and between ReVision Energy Inc., a Maine corporation with a principal address of 758 Westbrook St., South Portland, ME, 04106 (“**Assignor**”) and RE Gardiner Solar LLC, a Maine limited liability company with a principal address of 758 Westbrook St., South Portland, ME, 04106 (“**Assignee**”).

WHEREAS, Assignor desires to assign, transfer and deliver to Assignee the Contract Interests (as defined below), and Assignee desires to acquire, accept and assume such Contract Interests from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. Capitalized terms used herein shall have the meanings set forth below, unless otherwise indicated.

“**Contract Interests**” means, all of the rights and obligations in that certain Option to Ground Lease Agreement (“**Option**”) between ReVision Energy Inc. as Tenant and Trustees of Gardiner Nominee Trust as Host (Landowner) dated effective June 22, 2020, and as extended through exercising the Option to Ground Lease by notification dated May 14, 2021, regarding approximately 20 acres located at River Ave, Gardiner, Kennebec County, Maine, including but not limited to the form of lease included in the Option.

2. Assignment of Interests.

(a) Assignor hereby irrevocably transfers, conveys, assigns and delivers to the Assignee all of Assignor’s right, title, benefits and interest in and to the Contract Interests.

(b) Assignee hereby accepts and assumes the assignment and transfer of the Contract Interests and in assumption of such Contract Interests, shall be party to the Contract Interests in the role of assignee of such Contract Interests, and Assignee agrees, for the benefit of all affected parties, that Assignee will, from and after the date hereof, perform, observe and be bound by all of the obligations applicable to Assignor under the Contract Interests.

3. Conditions to Effectiveness of Assignment. The effectiveness of the assignment, transfer and delivery contemplated pursuant to Section 2 is subject to the due execution and delivery of this Assignment by Assignor and Assignee.

4. Representations and Warranties. Assignor hereby represents and warrants for the benefit of Assignee that: (a) Assignor is the sole owner of the Contract Interests; (b) Assignor has all requisite power and authority and legal right to transfer, convey, assign and deliver the Contract Interests to Assignee; (c) Assignor has taken all action necessary to execute and deliver this Assignment and any and all other documents required or permitted to be executed or delivered by it in connection with this Assignment and to fulfill its obligations under, and to consummate the transactions contemplated by, this Assignment; (d) no material breach of any Contract Interest by any of the parties thereto has occurred and is continuing or will occur by the making and

performance of this Assignment and any other documents required or permitted to be executed or delivered by it in connection with this Assignment, and Assignor is in compliance with all of the material terms and conditions of such Contract Interests; (e) the making and performance of this Assignment and any other documents required or permitted to be executed or delivered by it in connection with this Assignment do not and will not violate any law or regulation of the jurisdiction of its organization or any other law or regulation applicable to it, any provision of its charter or by-laws (or comparable constituent documents) or any order of any court or regulatory body and will not result in the breach of, or constitute a default, or require any consent, under any agreement, instrument or document to which it is a party or by which it or any of its property may be bound or affected; and (f) that Assignor has not assigned or encumbered any of its rights to the Contract Interests.

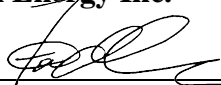
5. Governing Law and Consent to Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of Maine.

6. Counterparts and Headings. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Electronic delivery of an executed counterpart of a signature to this Assignment shall be effective as delivery of an original executed counterpart of this Assignment. The headings used in this Assignment have been inserted for convenience of reference only and do not define, limit, interpret or constitute a part of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by one of its duly authorized officers as of Effective Date.

Assignor:

ReVision Energy Inc.

By:  _____

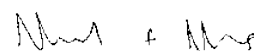
Name: Fortunat Mueller

Title: President

ACCEPTED AND AGREED:

Assignee:

RE Gardiner Solar LLC

By:  _____

Name: Nathaniel Niles

Title: Manager



Appendix D – Natural and Historic Resource Supporting Document



JANET T. MILLS
GOVERNOR

MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

KIRK F. MOHNEY
DIRECTOR

October 7, 2020

Ms. Sarah Haugh
TetraTech
451 Presumpscot Street
Portland, ME 04103

Project: MHPC #1459-20 Revision Energy; 305 River Road
Solar Project
Town: Gardiner, ME

Dear Ms. Haugh:

In response to your recent request, I have reviewed the information received September 21, 2020 to initiate consultation on the above referenced project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended.

A Phase 1 historic archaeological survey is recommended for the proposed project unless the historic archaeological features present during the site walk-over and identified in your letter dated September 21, 2020 can be avoided.

If you have any questions regarding archaeology, please contact Dr. Leith Smith of this office at Leith.Smith@maine.gov.

No architectural or prehistoric archaeological resources will be affected by this undertaking.

If you have any questions regarding consultation, please contact Megan M. Rideout of this office at megan.m.rideout@maine.gov.

Sincerely,

Kirk F. Mohney
State Historic Preservation Officer



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



September 08, 2020

Brad Agius
Tetra Tech
451 Presumpscot Street
Portland, ME 04103

RE: Proposed ReVision River Road Solar, Gardiner Solar Project; Endangered, Threatened Species, Habitat Determination

Dear Brad Agius:

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

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

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

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

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

Sincerely,

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

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

Cc: Sally Zeh, Christine Cook (MPUC)



JANET T. MILLS
GOVERNOR

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



JUDITH CAMUSO
COMMISSIONER

September 15, 2020

Brad Agius
Tetra Tech
451 Presumpscot Street
Portland, ME 04103

RE: Information Request – ReVision River Road Solar Project, Gardiner

Dear Brad:

Per your request received on August 31, 2020, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *ReVision River Road Solar* project in Gardiner. 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.

Please note this document does not fulfill the requirements of the Maine Public Utilities Commission’s Distributed Generation Project Siting Attributes for solar energy projects. For solar projects seeking MDIFW’s determination of potential impacts to Maine-listed Endangered or Threatened species or habitats pursuant to the MPUC process, please send a separate, clearly labeled request to: IFWEnvironmentalreview@maine.gov and a separate response will be provided.

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

Endangered, Threatened, and Special Concern Species

Bats - Of the eight species of bats that occur in Maine, the three *Myotis* species are afforded special protection under Maine’s Endangered Species Act (MESA, 12 M.R.S §12801 et. seq.): little brown bat (State Endangered), northern long-eared bat (State Endangered), and eastern small-footed bat (State Threatened). The five remaining bat species are designated as Species of Special Concern: big brown bat, red bat, hoary bat, silver-haired bat, and tri-colored bat. While a comprehensive statewide inventory for bats has not been completed, based on historical evidence, it is likely that several of these species occur within the project area during the fall/spring migration, the summer breeding season, and/or for overwintering. If the proposed project has a Federal nexus, either via funding or permitting, or if the project is not consistent with the USFWS “4(d) Rule”, we recommend that you contact the U.S. Fish and Wildlife Service--Maine Fish and Wildlife Complex (Wende Mahaney, Wende_Mahaney@fws.gov, 207-902-1569) for further guidance on their perspective, as the northern long-eared bat is also listed as a Threatened Species under the Federal Endangered Species Act. The USFWS “4(d) Rule” provides guidance for protection of bat winter hibernacula and maternity roost trees for northern long-eared bats (see <https://www.fws.gov/midwest/endangered/mammals/nleb/4drule.html>). MDIFW Endangered Species Rules for bats (Chapter 8.06; see link at <http://www.maine.gov/sos/cec/rules/09/137/137c008.docx>) provide equivalent seasonal protection of maternity roost trees for any of the three state-listed bats, seasonally prohibits entry into subsurface winter

hibernacula, and has additional protections for tree removal within ¼ mile of subsurface winter hibernacula. At present, no maternity roost trees have been designated for protection.

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

Significant Wildlife Habitat

Deer Wintering Areas (DWAs) – The project search area intersects with a DWA. DWAs contain habitat cover components that provide conditions where deer find protection from deep snow and cold wind, which is important for overwinter survival. MDIFW recommends that development projects be designed to avoid losses or impacts to the continued availability of coniferous winter shelter. Any removal of vegetation should be conducted in such a way that improves the quality and vigor of the coniferous species providing this winter shelter.

Significant Vernal Pools - At this time, MDIFW Significant Wildlife Habitat maps indicate no known presence of Significant Vernal Pools in the project search area; 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 to 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 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

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440000

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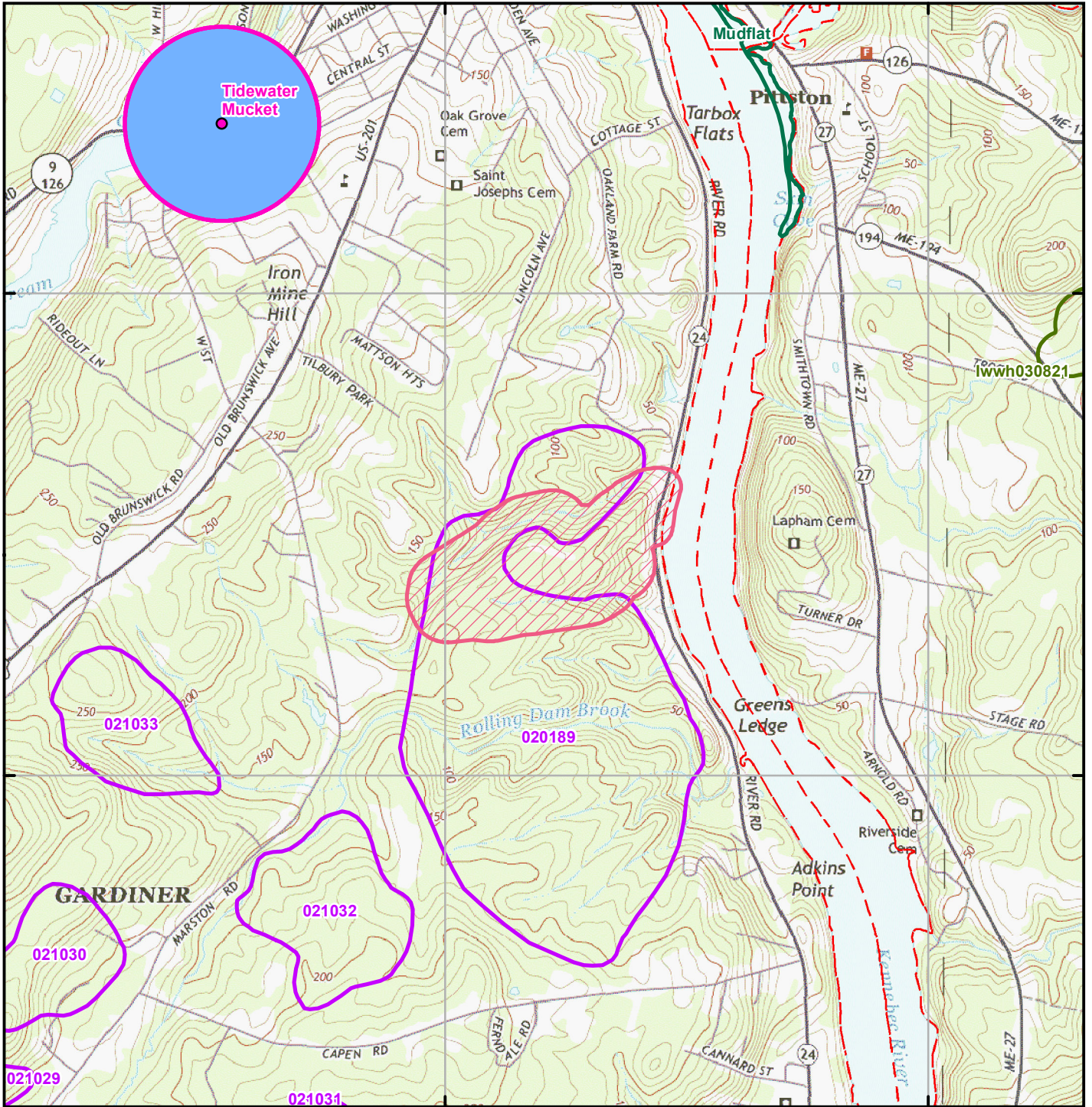
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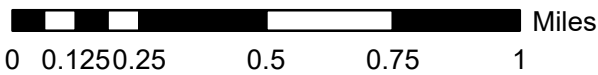


Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: ReVision River Road Solar, Gardiner (Version 1)



Maine Department of Inland Fisheries and Wildlife



Projection: UTM, NAD83, Zone 19N

Date: 9/2/2020

ProjectPoints	Deer Winter Area	Roseate Tern
ProjectLines	LUPC p-fw	Piping Plover and Least Tern
ProjectPolys	Cooperative DWAs	Aquatic ETSc - 2.5 mi review
ProjectSearchAreas	Seabird Nesting Islands	Rare Mussels - 5 mi review
Maine Cliff and Talus Areas	Shorebird Areas	Maine Heritage Fish Waters
	Inland Waterfowl and Wading Bird	Arctic Charr Habitat
	2008 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	





STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY

177 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

September 1, 2020

Brad Agius
Tetra Tech Inc
451 Presumpscot Street
Portland, ME 04103

Via email: brad.agius@tetrattech.com

Re: Rare and exemplary botanical features in proximity to: Gardiner Solar River Road Project, Gardiner, Maine

Dear Mr. Agius:

I have searched the Maine Natural Areas Program's Biological and Conservation Data System files in response to your request received August 28, 2020 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Gardiner, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

Though the MNAP has no features mapped at the project location itself, the streams at this project site are hydrologically connected to the Kennebec River, where there is a rare freshwater wetland mapped and also a rare plant species. MNAP recommends no clearing within 75-feet of perennial and intermittent streams on the property, and the use of standard best management practices for erosion control to help prevent downstream impacts to this rare freshwater wetland. If clearing is planned within 75-feet of streams, please contact the MNAP for further guidance. Please see the table below and attached map and factsheets for more information about these features.

MOLLY DOCHERTY, DIRECTOR
MAINE NATURAL AREAS PROGRAM
BLOSSOM LANE, DEERING BUILDING



PHONE: (207) 287-804490
WWW.MAINE.GOV/DACF/MNAP

Feature	State Status	State Rank	Global Rank	Occurrence Rank	Notes
Estuary Bur-marigold <i>Biden hyperborea</i>	SC	S3	G4	B Good	Kennebec River Main Stem
Freshwater Tidal Marsh	N/A	S2	G4?	B Good	Kennebec River Main Stem

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

The Maine Natural Areas Program (MNAP) is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. MNAP welcomes coordination with individuals or organizations proposing environmental alteration or conducting environmental assessments. If, however, data provided by MNAP are to be published in any form, the Program should be informed at the outset and credited as the source.

The Maine Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for two hours of our services.




Thank you for using MNAP in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,



Kristen Puryear | Ecologist | Maine Natural Areas Program
207-287-8043 | kristen.puryear@maine.gov

Gardiner Solar River Road Project Gardiner, Maine

-  Approximate Project Location
-  Rare/Exemplary Natural Community
-  Rare Plant

0 0.05 0.1 0.2 Miles

Maine Natural Areas Program, September 2020



USDA FSA, MaineGIS, USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed May, 2020.

Freshwater Tidal Marsh

State Rank S2

Community Description

These tidal marshes are dominated by patchy stout herbs, typically a mixture of wild rice, softstem bulrush, and pickerelweed, often covering extensive areas. Mixed in with the tall herbs are lower forbs including several rare species. Some marshes may have mudflats dominated by forbs and low vegetation in patches among the graminoids; many have a very narrow band of low forbs near the high tide/upland interface. Brackish marsh species, such as chair-maker's rush, may be in these marshes as well, but at least some obligate freshwater plants such as pickerelweed, common arrowhead, sweet flag, and northern water-plantain will also be present. Bryophytes are essentially absent.

Soil and Site Characteristics

Freshwater tidal marshes are associated with major rivers, in low-gradient areas of the mid to upper tidal reaches. Freshwater inputs lower the salinity to <1 ppt. Substrate is usually mud, or mud mixed with gravel. The tidal regime affects substrate and plant zonation.



Torrey's Bulrush

Diagnostics

These graminoid dominated marshes occur along tidal rivers, with patches of forbs locally abundant. Obligate freshwater species are present, such as sweetflag, yellow water-lily, large yellow pond-lily, or pickerelweed.

Similar Types

Brackish Tidal Marshes are most similar and grade into this type as salinity decreases. Mixed Graminoid Shrub Marshes and Pickerelweed - Macrophyte Aquatic Bed types can contain several of the same species, but do not occur in tidal settings.

Conservation, Wildlife, and Management Considerations

Tidal marshes provide valuable wildlife habitat and have received considerable



Freshwater Tidal Marsh

conservation attention. Heavy metals, sewage overflows, and other pollutants have degraded the substrate in many areas, but some have recovered as water quality has improved over the past decades. Many occur on or adjacent to public lands or private conservation lands. Some have been managed for waterfowl by planting wild rice. With development of the uplands that border these marshes, maintenance of appropriate wetland buffers can help reduce degradation that could result from adjacent land uses. Invasive species such as Japanese knotweed and purple loosestrife have invaded the upper reaches at some sites. The prospect of sea level rise may also put these systems at greater risk in the future.

The tidal marshes of Maine's larger estuaries, especially Merrymeeting Bay, are important pre-migration staging habitat for thousands of waterfowl and wading birds. The rare New England siltsnail inhabits coastal marshes and small tidal rivers where the water ranges from fresh to upper brackish.

Distribution

Upper tidal reaches of major rivers: most well known from the Kennebec and Penobscot Rivers (Laurentian Mixed Forest Province).

Landscape Pattern: Large Patch, often linear.

Characteristic Plants

These plants are frequently found in this community type. Those with an asterisk are often diagnostic of this community.

Herb

- Chair-maker's rush*
- Common arrowhead
- Eaton's bur-marigold
- Nodding beggar ticks
- Northern water-plantain
- Parker's pipewort
- Pickerelweed*
- Softstem bulrush*
- Tidal arrowhead
- Wild rice*

Associated Rare Plants

- Beaked spikerush
- Eaton's bur-marigold
- Long's bitter-cress
- Parker's pipewort
- Pygmyweed
- Spongy arrowhead
- Stiff arrowhead
- Water-pimpernel

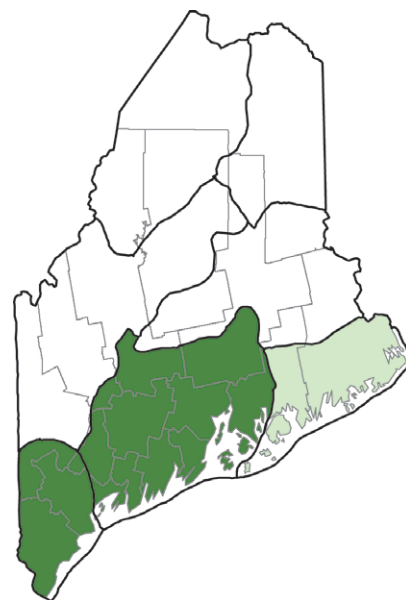
Associated Rare Animals

- American oystercatcher
- Black-crowned night-heron
- Least bittern
- Short-eared owl

Examples on Conservation Lands You Can Visit

- Merrymeeting Bay Wildlife Management Area - Sagadahoc Co.
- Muddy River Wildlife Management Area - Sagadahoc Co.
- Swan Island Wildlife Management Area - Sagadahoc Co.

Location Map



- Community is known from this Ecoregion
- Community may occur in this Ecoregion
- Bailey's Ecoregion
- County



About MNAP

Focus Areas

Communities, Plants
and AnimalsNatural Communities
and Ecosystems

Rare Plants

Invasive Plants

Ecological Inventory
and Monitoring

Rare Animals

State and Global Rarity
Ranks

Survey Forms

Maps, Data, and
Technical Assistance

Ecological Reserves

Maine Natural Areas Program

Bidens hyperborea Greene

Estuary Bur-marigold

- [State Rank](#): S3
- [Global Rank](#): G4
- [State Status](#): Special Concern

Habitat: Localized in fresh to brackish estuaries. [Tidal wetland (non-forested, wetland)]

Range: Massachusetts to Nova Scotia and Quebec.

Aids to Identification: Bur-marigolds are herbaceous plants with yellow daisy-like or button-like flowers and opposite leaves. The term "bur-marigold" refers to the "sticktight" seeds which attach themselves readily to clothing or fur. *B. hyperborea* differs from other Maine bur-marigolds in the following combination of characters: the leaves are simple (as opposed to compound) and without stalks, and the heads are usually erect (as opposed to the common nodding beggar ticks, *B. cernua*). For certain identification, one must look at the fruits (cypselas) which in *B. hyperborea* are coarsely striate and have a convex, cartilagenous apex. This species is presently divided into several varieties, two of which are known to occur in Maine. Most specimens are not distinguished to variety.

Ecological characteristics: *Bidens hyperborea* is characteristic of tidal estuaries and occupies mudflats. In some cases it has been found with *B. eatonii*, which has stalked leaves.



Phenology: Flowers August - September

Family: Asteraceae

Synonyms: *Bidens hyperborea* Greene var. *cathancensis* Fern.; *Bidens hyperborea* Greene var. *colpophila* (Fern. & St. John) Fern.; *Bidens hyperborea* Greene var. *laurentiana* Fassett; *Bidens hyperborea* Greene var. *svensonii* Fassett.

Known Distribution in Maine: This rare plant has been documented from a total of 25 town(s) in the following county(ies): Hancock, Kennebec, Lincoln, Penobscot, Sagadahoc, Waldo, York.

Reason(s) for rarity: A polymorphic species with varieties restricted to specific geographic areas.

Conservation considerations: Prevent degradation of marsh and estuary habitat from adjacent land uses.

Credits



Information

[Maine.gov](#)

[Site Policies](#)

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Contact

Department of Agriculture,
Conservation and Forestry
22 State House Station

Rare and Exemplary Botanical Features within 4 miles of Project: Gardiner Solar River Road Project, Gardiner, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Alpine Rush						
	SC	S3	G5T5	1908	4	Non-tidal rivershore (non-forested, seasonally wet)
American Ginseng						
	E	S3	G3G4	1989	33	Hardwood to mixed forest (forest, upland)
	E	S3	G3G4	1912-07	17	Hardwood to mixed forest (forest, upland)
Broad Beech Fern						
	SC	S2	G5	1912-08-09	10	Hardwood to mixed forest (forest, upland)
Eaton's Bur-marigold						
	SC	S2	G3	2013-10-04	29	Tidal wetland (non-forested, wetland)
Estuary Bur-marigold						
	SC	S3	G4	2013-10-04	30	Tidal wetland (non-forested, wetland)
Freshwater Tidal Marsh						
	<null>	S2	G4?	2013-09-10	16	Tidal wetland (non-forested, wetland)
Parker's Pipewort						
	SC	S3	G3	2013-10-04	16	Tidal wetland (non-forested, wetland)
Pygmyweed						
	SC	S2S3	G5	2013-10-04	17	Open water (non-forested, wetland)
Spongy-leaved Arrowhead						
	SC	S3	G5T4	2013-10-04	15	Tidal wetland (non-forested, wetland)
Upper Floodplain Hardwood Forest						
	<null>	S3	GNR	2016-05-23	46	Forested wetland
Wild Garlic						
	SC	S2	G5	2016-05-23	26	Forested wetland,Hardwood to mixed forest (forest, upland)

STATE RARITY RANKS

- S1** Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- S2** Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- S3** Rare in Maine (20-100 occurrences).
- S4** Apparently secure in Maine.
- S5** Demonstrably secure in Maine.
- SU** Under consideration for assigning rarity status; more information needed on threats or distribution.
- SNR** Not yet ranked.
- SNA** Rank not applicable.
- S#?** Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).

Note: **State Rarity Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines State Rarity Ranks for animals.

GLOBAL RARITY RANKS

- G1** Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extinction.
- G2** Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- G3** Globally rare (20-100 occurrences).
- G4** Apparently secure globally.
- G5** Demonstrably secure globally.
- GNR** Not yet ranked.

Note: **Global Ranks** are determined by NatureServe.

STATE LEGAL STATUS

Note: State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's **Endangered and Threatened** plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.

- E** ENDANGERED; Rare and in danger of being lost from the state in the foreseeable future; or federally listed as Endangered.
- T** THREATENED; Rare and, with further decline, could become endangered; or federally listed as Threatened.

NON-LEGAL STATUS

- SC** SPECIAL CONCERN; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
- PE** Potentially Extirpated; Species has not been documented in Maine in past 20 years or loss of last known occurrence has been documented.

ELEMENT OCCURRENCE RANKS - EO RANKS

Element Occurrence ranks are used to describe the quality of a rare plant population or natural community based on three factors:

- **Size:** Size of community or population relative to other known examples in Maine. Community or population's viability, capability to maintain itself.
- **Condition:** For communities, condition includes presence of representative species, maturity of species, and evidence of human-caused disturbance. For plants, factors include species vigor and evidence of human-caused disturbance.
- **Landscape context:** Land uses and/or condition of natural communities surrounding the observed area. Ability of the observed community or population to be protected from effects of adjacent land uses.

These three factors are combined into an overall ranking of the feature of **A**, **B**, **C**, or **D**, where **A** indicates an **excellent** example of the community or population and **D** indicates a **poor** example of the community or population. A rank of **E** indicates that the community or population is **extant** but there is not enough data to assign a quality rank. The Maine Natural Areas Program tracks all occurrences of rare (S1-S3) plants and natural communities as well as A and B ranked common (S4-S5) natural communities.

Note: **Element Occurrence Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines Element Occurrence ranks for animals.

Visit our website for more information on rare, threatened, and endangered species!
<http://www.maine.gov/dacf/mnap>



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
177 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

September 1, 2020

Brad Agius
Tetra Tech Inc
451 Presumpscot Street
Portland, ME 04103

Via email: brad.agius@tetrattech.com

RE: Proposed Gardiner Solar River Road Project, Gardiner; Threatened, and Endangered Plants and Rare or Exemplary Natural Community Clearance Determination

Dear Mr. Agius:

I am writing in response to your request for a determination from the Maine Natural Areas Program (MNAP) on the potential for the above referenced project to result in adverse impacts to rare, threatened, or endangered plants or rare and exemplary natural communities, pursuant to the Maine Public Utilities Commission's Distributed Generation Siting Attribute criteria number 5.

There is no comprehensive statewide inventory that includes all rare, threatened, or endangered species occurrences and natural community types. Though many resources are included on data layers and resource maps, the completeness of these varies by species, habitat type, location, and previous survey efforts. Thus, such tools should be considered preliminary unless otherwise indicated by MNAP. It is the applicant's ultimate responsibility to ensure that their actions do not result in adverse impacts to rare, threatened, or endangered plants and rare or exemplary natural communities, regardless of whether species occurrences or natural communities have been previously identified and mapped.

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

- Based on review of the information provided, current documentation and available information indicate no known adverse impacts rare, threatened, or endangered plants or rare or exemplary natural communities on the proposed project site or in the vicinity.
- Based on review of the information provided, current documentation and available information indicate no known adverse impacts to rare, threatened, or endangered plants or rare or exemplary natural communities on the proposed project site. However, rare, threatened, or endangered plants or rare or exemplary natural communities have been documented in the vicinity of the proposed project site. MNAP recommends no clearing within 75-feet of streams on the property to protect sensitive downstream features, namely an S2 Freshwater Tidal Marsh and Estuary Bur-marigold. Provided that there is no clearing within 75-feet of streams on the property, the project should have no adverse impacts on sensitive downstream features. Please refer to MNAP's letter dated September 1, 2020.

MOLLY DOCHERTY, DIRECTOR
MAINE NATURAL AREAS PROGRAM
BLOSSOM LANE, DEERING BUILDING



PHONE: (207) 287-804490
WWW.MAINE.GOV/DACF/MNAP

- Based on review of the information provided, current documentation and available information indicate the presence of rare, threatened, or endangered plants or rare or exemplary natural communities on the proposed project site.**

Please note that this determination relates only to known information on rare, threatened, or endangered plants or rare or exemplary natural communities in relation to the proposed project site. This determination does not constitute a full environmental review response for the proposed project. If you require additional information, please contact maine.nap@maine.gov.

Sincerely,



Kristen Puryear | Ecologist | Maine Natural Areas Program
207-287-8043 | kristen.puryear@maine.gov

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



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF AGRICULTURE, FOOD & RURAL RESOURCES
28 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

September 1, 2020

Brad Agius
Tetra Tech Inc
451 Presumpscot Street
Portland, ME 04103

Via email: brad.agius@tetratech.com

RE: Proposed Gardiner Solar River Road Project, Gardiner; Mapped Farmland Soils

Dear Mr. Agius:

In collaboration with the Maine Natural Areas Program (MNAP), the Bureau of Agriculture, Food and Rural Resources has searched the USDA Natural Resource Conservation Service (NRCS) Farmland Soils Data in response to your request received by MNAP on August 28, 2020 for information on the presence of land identified as Prime Farmland or Farmland of Statewide Importance at your project site in Gardiner, Maine. This letter is provided for informational purposes only.

Prime Farmland is land identified with the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is available for these uses. This land may or may not be active farmland, but it is not currently urban, developed or inundated by water. Farmland of Statewide Importance generally includes areas that nearly meet the requirements for Prime Farmland and economically may produce high yields of crops when treated and managed according to acceptable farming methods.

- NO HIT:** According to the information currently in the Farmland Soils Data layer, there are no farmland soils (Prime Farmland or Farmland of Statewide Importance) mapped specifically within the project area.
- FARMLAND SOIL HIT:** According to the information currently in the Farmland Soils Data layer, the project site includes areas with mapped farmland soils. Agricultural siting best practices recommend avoiding conversion of land designated as Prime Farmland or Farmland of Statewide Importance. This project area includes soils mapped as:
 - Prime Farmland
 - Farmland of Statewide Importance

Our review covers only areas mapped as Prime Farmland or Farmland of Statewide Importance. This finding is not a substitute for on-site surveys. Field surveys are needed for solar project clearance

NANCY MCBRADY, BUREAU DIRECTOR
AGRICULTURE, FOOD & RURAL RESOURCES
90 BLOSSOM LANE, DEERING BUILDING



PHONE: (207) 287-3491
FAX: (207) 287-7548
WWW.MAINE.GOV/DACF

according to the Maine Public Utilities Commission Procurement Announcement, Appendix A, Project Attribute Criteria #9.




As a general statement of policy, the Maine Department of Agriculture, Conservation and Forestry recommends that whenever possible, commercial scale solar projects be sited on non-agricultural lands. If that is not possible, the Department recommends minimizing the footprint of solar development on high value agriculture soils and encourages the development of dual use solar projects. The Department is currently in the process of developing technical guidance for solar developments to help minimize impacts to agricultural lands. For more information about this guidance, contact the Bureau of Agriculture's Division of Agricultural Resource Development at (207) 287-3491.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy McBrady". The signature is fluid and cursive, with a long horizontal stroke at the end.

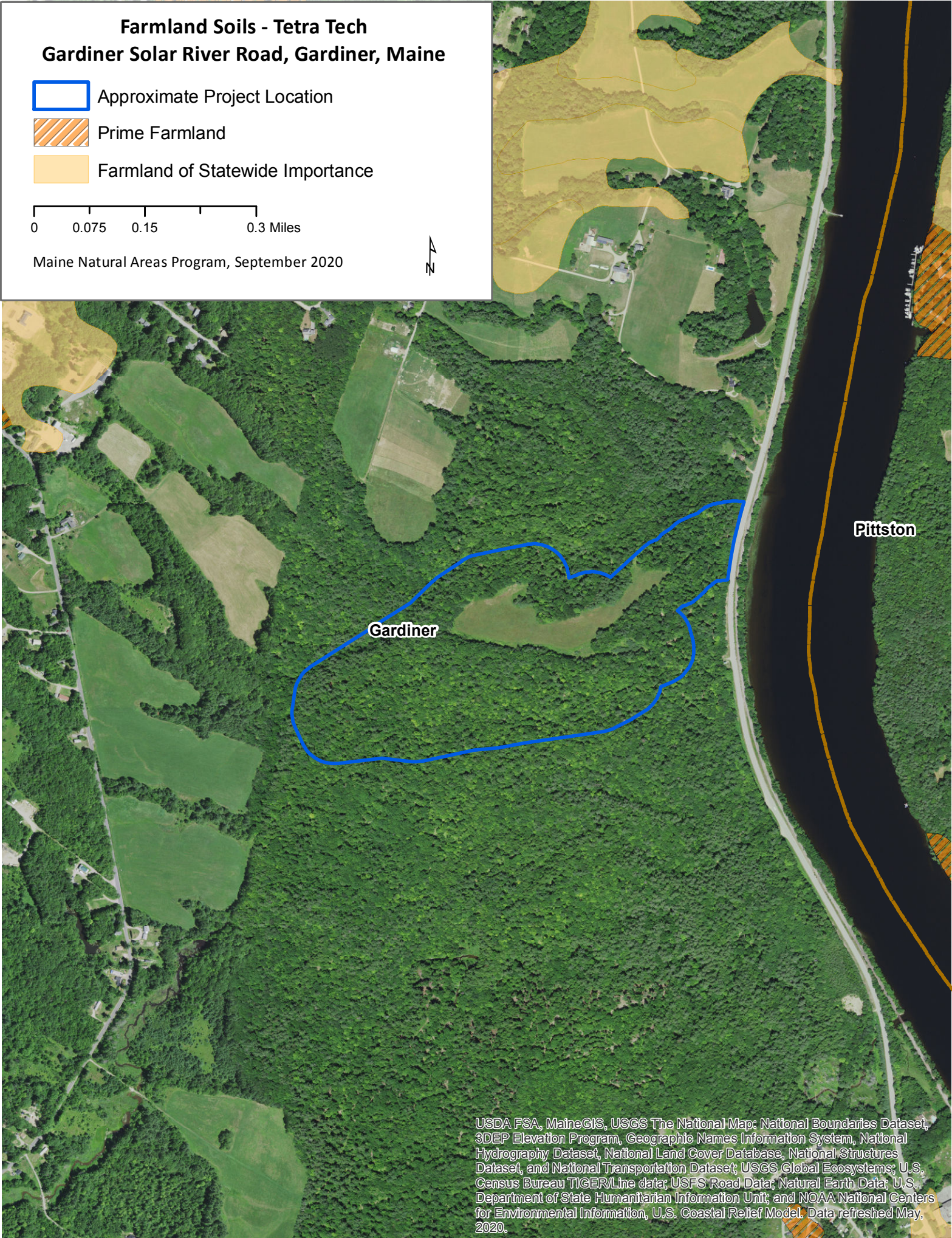
Nancy McBrady, Director
Bureau of Agriculture, Food and Rural Resources

Farmland Soils - Tetra Tech Gardiner Solar River Road, Gardiner, Maine

-  Approximate Project Location
-  Prime Farmland
-  Farmland of Statewide Importance

0 0.075 0.15 0.3 Miles

Maine Natural Areas Program, September 2020



USDA FSA, MaineGIS, USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed May, 2020.

Appendix E – Representative Photographs

River Road Solar Site Plan Review

Example Solar Projects

Aerial Google Earth Image of River Road Site:



3.94 kW MW Ground Mounted Solar Project installed in Skowhegan (2020):





928 kW DC Ground Mounted Solar Project installed in Fairfield (2020):





Appendix F – Financial Capacity Letter



August 28, 2021

City of Gardiner
Planning and Development Department
Attn: Kris McNeil – Code Enforcement Officer
6 Church Street
Gardiner, ME 04345

Dear Kris:

William Behrens, Treasurer of ReVision Energy, has requested that the Bank evidence their financial capacity to complete the proposed solar installation for the River Road Solar Project. It is my understanding that the estimated cost of the project is \$ 9 million. ReVision Energy maintains significant deposits with the Bank that could be utilized to fund much of the project costs. In addition, they have a large capacity working capital line of credit that provides a secondary liquidity option for completing jobs. In their time with Bangor Savings Bank they have worked on many similar, and larger scope, projects and always shown the ability to adequately complete and fund the work to the agreed upon specifications. If I can answer any additional questions please do not hesitate to call me at (207) 990-6453. For non-traditional business hours I can be reached on my cell phone at (207) 649-8708.

Sincerely,

A handwritten signature in black ink that reads "David Holden". The signature is written in a cursive style with a large, prominent "D" and "H".

David Holden
Senior Vice President



Appendix G – Gardiner Municipal Departments Project Review

RE: Municipal Department Review of Proposed Solar Project - Gardiner Site Plan Review Application

Rick Sieberg <rick.sieberg@gardinermaine.com>

Wed 9/15/2021 11:53 AM

To: Nick Sampson <nick@revisionenergy.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Nick,

As this project moves along the Fire Department will just need to make sure we have adequate access to the site at all hours. I see no other problems for the Fire Department. Good luck with your project.

Rick Sieberg

Fire Chief | City of Gardiner

6 Church Street

Gardiner, ME 04345

C: 207-620-0217

p: 207-582-4535

e: rick.sieberg@gardinermaine.com

From: Nick Sampson <nick@revisionenergy.com>

Sent: Wednesday, September 15, 2021 11:24 AM

To: Rick Sieberg <rick.sieberg@gardinermaine.com>; jim.toman@gardinermaine.com;
jerry.douglas@gardinermaine.com; doug.clark@gardinermaine.com; paul.gray@roadrunner.com

Cc: Kristopher McNeill <kmcneill@gardinermaine.com>; Alex Roberts-Pierel <alexrp@revisionenergy.com>;
Angelia Christopher <AChristopher@gardinermaine.com>

Subject: Re: Municipal Department Review of Proposed Solar Project - Gardiner Site Plan Review Application

Hello all,

The deadline for making it onto the next Planning Board meeting is the end of the day today. So, my apologies for the last-minute request, but if it's possible for those included on this email to provide their responses to my previous email (9/14 at 3:39 pm), we'd greatly appreciate it!

Please don't hesitate to reach out to me directly with any questions or concerns. I greatly appreciate everyone's time and attention to this request!

Best,

Nick

Nick Sampson | Employee-Owner | Project Developer
[ReVision Energy](#), a [Certified B Corp](#) and [#1 Rooftop Installer in New England](#)

207.756.4159 Cell
207.221.6342 South Portland, ME office

RE: Municipal Department Review of Proposed Solar Project - Gardiner Site Plan Review Application

Jim Toman <JToman@gardinermaine.com>

Wed 9/15/2021 4:03 PM

To: Nick Sampson <nick@revisionenergy.com>; Jerry Douglass <JDouglass@gardinermaine.com>; Doug Clark <DClark@gardinermaine.com>

Cc: Kristopher McNeill <kmcneill@gardinermaine.com>; Angelia Christopher <AChristopher@gardinermaine.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Upon a very brief review of the solar project plans, it is my belief that this solar project will have little to no impact on the services that that Gardiner Police Department provides.

Respectfully,

Chief James M. Toman
Gardiner Police Department
6 Church Street
Gardiner, Maine 04345
Office - 207-582-5150 x1112

“The mission of the Gardiner Police Department is to enhance the quality of life and provide a sense of safety and security within the City of Gardiner. Through highly dedicated employees, we are committed to the protection of constitutional guarantees, maintenance of order and safeguarding of life and property”

Like GPD on facebook - <https://www.facebook.com/pages/Gardiner-Police-Department-Maine-/62769587812>

<https://www.gardinermaine.com/department-public-safety/police-department>

From: Nick Sampson <nick@revisionenergy.com>

Sent: Wednesday, September 15, 2021 3:30 PM

To: Jim Toman <JToman@gardinermaine.com>; Jerry Douglass <JDouglass@gardinermaine.com>; Doug Clark <DClark@gardinermaine.com>

Cc: Kristopher McNeill <kmcneill@gardinermaine.com>; Angelia Christopher <AChristopher@gardinermaine.com>

Subject: Re: Municipal Department Review of Proposed Solar Project - Gardiner Site Plan Review Application

Hi Chief Toman, Jerry and Doug,

As we approach the end of the day, I wanted to briefly follow up to see if you've been able to look at the proposed River Road solar project and if you'd be willing to provide your response this afternoon. I know that this is a very quick turnaround, so understand if that's not feasible. However, if it is something you're able to fit in before the end of the day, we'd greatly appreciate it!

Thanks so much for your time!

Re: Municipal Department Review of Proposed Solar Project - Gardiner Site Plan Review Application

Jerry Douglass <JDouglass@gardinermaine.com>

Wed 9/15/2021 6:00 PM

To: Doug Clark <DClark@gardinermaine.com>

Cc: Nick Sampson <nick@revisionenergy.com>; Jim Toman <JToman@gardinermaine.com>; Kristopher McNeill <kmcneill@gardinermaine.com>; Angelia Christopher <AChristopher@gardinermaine.com>; Tracey Desjardins <TDesjardins@gardinermaine.com>

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Hi Nick,

After a quick review of the information provided I do not see this having any impact on the Gardiner Public Works Department.

Thanks,

Jerry

Sent from my iPhone

On Sep 15, 2021, at 4:21 PM, Doug Clark <DClark@gardinermaine.com> wrote:

Hi Nick,

As this is a dry process and requires no sewer service it will have no impact of the City of Gardiner Wastewater Transport and Treatment system. Let me know if you have any further questions.

Thank you,

Douglas E. Clark
City of Gardiner WWTF

From: Nick Sampson <nick@revisionenergy.com>

Sent: Wednesday, September 15, 2021 3:30 PM

To: Jim Toman <JToman@gardinermaine.com>; Jerry Douglass <JDouglass@gardinermaine.com>; Doug Clark <DClark@gardinermaine.com>

Cc: Kristopher McNeill <kmcneill@gardinermaine.com>; Angelia Christopher <AChristopher@gardinermaine.com>

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RE: Municipal Department Review of Proposed Solar Project - Gardiner Site Plan Review Application

Doug Clark <DClark@gardinermaine.com>

Wed 9/15/2021 4:21 PM

To: Nick Sampson <nick@revisionenergy.com>; Jim Toman <JToman@gardinermaine.com>; Jerry Douglass <JDouglass@gardinermaine.com>

Cc: Kristopher McNeill <kmcneill@gardinermaine.com>; Angelia Christopher <AChristopher@gardinermaine.com>; Tracey Desjardins <TDesjardins@gardinermaine.com>

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Hi Nick,

As this is a dry process and requires no sewer service it will have no impact of the City of Gardiner Wastewater Transport and Treatment system. Let me know if you have any further questions.

Thank you,

Douglas E. Clark
City of Gardiner WWTF

From: Nick Sampson <nick@revisionenergy.com>

Sent: Wednesday, September 15, 2021 3:30 PM

To: Jim Toman <JToman@gardinermaine.com>; Jerry Douglass <JDouglass@gardinermaine.com>; Doug Clark <DClark@gardinermaine.com>

Cc: Kristopher McNeill <kmcneill@gardinermaine.com>; Angelia Christopher <AChristopher@gardinermaine.com>

Subject: Re: Municipal Department Review of Proposed Solar Project - Gardiner Site Plan Review Application

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Thanks so much for your time!

Best,

Nick

Nick Sampson | Employee-Owner | Project Developer
[ReVision Energy](#), a [Certified B Corp](#) and [#1 Rooftop Installer in New England](#)

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207.221.6342 South Portland, ME office

[Locations](#) in Maine, New Hampshire and Massachusetts
Enjoy the Sun with us: [Blog](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)
Learn more about solar for [businesses](#) and [non-profits](#)

Re: Municipal Department Review of Proposed Solar Project - Gardiner Site Plan Review Application

Paul Gray <paul.gray@roadrunner.com>

Wed 9/15/2021 12:56 PM

To: Nick Sampson <nick@revisionenergy.com>

Cc: 'rick.sieberg@gardinermaine.com' <rick.sieberg@gardinermaine.com>; 'jim.toman@gardinermaine.com' <jim.toman@gardinermaine.com>; 'jerry.douglas@gardinermaine.com' <jerry.douglas@gardinermaine.com>; 'doug.clark@gardinermaine.com' <doug.clark@gardinermaine.com>; 'ceo@gardinermaine.com' <ceo@gardinermaine.com>; Alex Roberts-Pierel <alexrp@revisionenergy.com>; 'achristopher@gardinermaine.com' <achristopher@gardinermaine.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Nick,

The proposed solar project to be located on River Ave will have no negative impact on operations of the Gardiner Water District.

Paul Gray Supt. GWD

From: "Nick Sampson"

To: "rick.sieberg@gardinermaine.com", "jim.toman@gardinermaine.com", "jerry.douglas@gardinermaine.com", "doug.clark@gardinermaine.com", "paul.gray@roadrunner.com"
Cc: "ceo@gardinermaine.com", "Alex Roberts-Pierel", "achristopher@gardinermaine.com"

Sent: Wednesday September 15 2021 11:23:39AM

Subject: Re: Municipal Department Review of Proposed Solar Project - Gardiner Site Plan Review Application

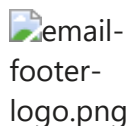
Hello all,

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Please don't hesitate to reach out to me directly with any questions or concerns. I greatly appreciate everyone's time and attention to this request!

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Nick



Nick Sampson | Employee-Owner | Project Developer
[ReVision Energy](#), a [Certified B Corp](#) and [#1 Rooftop Installer in New England](#)

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