



City of Caribou, Maine

*Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 498-3954*

AGENDA Caribou Planning Board Regular Meeting Thursday, June 11, 2020 at 5:30 p.m. City Council Chambers

www.cariboumaine.org

- I. Call Meeting to Order
- II. Approval of minutes from the May 14, 2020 Planning Board meeting. **Pgs. 3-6**
- III. Public Hearings
 - a. Re-Convene Caribou Solar Power, LLC. Use Permit Application Hearing to consider the placement of a solar array at Tax Map 007 Lot 032 Washburn Street. Tax Map 007 Lot 032 is a “split Zone” lot with land uses of both I-1 and R-3. I-3 is an appropriate zoning district for a solar array application and the R-3 district requires approval by Planning Board for a Public Utility application. **Pgs. 7-101**
- IV. New Business
 - a. SynerGen Caribou, LLC. will resubmit a Site Design Review Application for the placement of a solar array at Tax Map 016 Lot 030 Ogren Road working together with Guerrette Farms to secure adequate space for the solar array. The City of Caribou is working with Jones Associates in the placement of SynerGen Caribou, LLC solar array at the closed Ogren Road Landfill facility.
- V. New Communications
 - a. Caribou Senior Living would like to explore the addition of an “Assessory Use” at their facility. Offices have been constructed to have nursing services on site but the developers are sensitive to the City’s requirements and are seeking guidance.
 - b. Rick Solman would like to explore the rezoning of his lot at 713 Main Street, Map 031 Lot 123 so that he can develop his existing building for residential use on the first floor. This lot is currently zoned as C-1 and C-2 and historically has housed office space of the first floor and residential on the second floor. The trend that Mr. Solman has been tracking suggest that there is no need for the office space but much desire for high-end apartments. **Pgs. 102-103**
 - c. Proposed Aroostook Driving School presence at 14 Evergreen Parkway. The ADS has been displaced by construction of the new School as well as Covid-19. Another envelope for the ADS could be the Caribou Emergency Operations Center (former Lions Building). **Pg. 104**
 - d. Possible Solar Array off from the Dow Siding Road by Flat Ground Road, LLC. application pending.

- VI. Old Business
 - a. Phillip Duplessie, DBA PDG Automotive and Collision Use Permit Conditions. **Pgs.105-152**
- VII. Staff Report
 - a. Blight Initiative
 - b. Notices of Violation
 - c. Demolition
 - d. Future Land Use Plan
- VIII. Chapter 13
 - a. Manager's Minute
- IX. Other Business
- X. Adjournment



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Caribou Planning Board Meeting Minutes Thursday, May 14, 2020 @ 5:30 pm City Council Chambers & Via Zoom

Members Present: Robert White, Dan Bagley, Amanda Jandreau, Drew Ayer, Frank McElwain and Dave Corriveau

Members Absent: Christine Solman

Others Present: Ken Murchison –CEO/Zoning Administrator; Dennis Marker –City Manager and Denise Lausier –Executive Assistant to the City Manager

Due to the COVID-19 Pandemic, this meeting was closed to the public and was broadcasted via Spectrum and Caribou's YouTube Channel.

- I. Call Meeting to Order** –The meeting was called to order at 5:43 pm. Due to Covid-19, some members participated via the Zoom application.
- II. Approval of Minutes from the March 12, 2020 Planning Board meeting** – There was no meeting in April. Frank McElwain moved to approve the minutes as presented; seconded by Drew Ayer. Motion carried with all in favor.
- III. Public Hearings -**
 - a. Caribou Solar Power, LLC. Use Permit application for the placement of a solar array at Tax Map 7, Lot 32 Washburn Street. Tax Map 7, Lot 32 is a “split Zone” lot with land uses of both I-1 and R-3. I-3 is an appropriate zoning district for a solar array application and the R-3 district requires approval by Planning Board for a Public Utility application.**

Chairman Robert White explained that the applicant wants to put a solar array on a large parcel on Washburn Street. It requires two months of hearings; first for concept review and the second for a site design review. The Public Hearing was opened at 5:45 pm and will continue at the June meeting.

CEO Ken Murchison explained that there were three people that reached out prior to the hearing. Bob Plourde was asking who the developers were and wanted to know how to invest. Andy Ayer owns a packing operation next door and he was concerned that the dust from his property might directly affect this project. Mr. Ayer will contact them directly. Another phone call that did not disclose their name was wondering who is running the operation. No opposition.

CEO Ken Murchison also read a letter of support for this project from Andy Ayer, Emerald Valley Ranches, LLC. (Exhibit A)

Chairman Robert White explained that this is the concept review and the Board will determine if there is anything else needed in order to do the site design review. Chairman White did comment that they did not receive a complete set of plans.

CEO Ken Murchison stated that a survey was done by Blackstone. Dan Bagley questioned if it was within the shoreland zone. CEO Murchison stated that the property abuts the stream, but the project does not.

Dan Bagley stated that the plans should have overlays of wetlands or floodplains. CEO Murchison stated that there are no wetlands. Dan Bagley also stated that the easement as well as zoning designations should be marked on the map.

CEO Ken Murchison stated that the Fire Chief and Police Chief have been notified. The Police Chief's only concern was the ATV/snowmobile trail. This will continue to go through. Have not heard back from the Fire Chief as of yet.

Chairman Robert White recessed the hearing to the regular meeting in June at which time the Board can do site design review. Engineers need to be in attendance with drawings and the other things noted. The Public Hearing was recessed at 6:11 pm.

- b. SynerGen Caribou, LLC. Use Permit application for the placement of a solar array at Tax Map 16, Lot 30 Ogren Road. The City of Caribou is working with Jones Associates in the placement of SynerGen Caribou, LLC solar array at the closed Ogren Road Landfill facility.**

Chairman Robert White stated this is a smaller development on the Ogren Road. The Public Hearing was opened at 6:12 pm. Chairman White stated that new data has come to light and the applicant is not prepared to go forward at this time. At the advice of the Manager, Chairman White recessed the meeting until the data is further developed, reason being it will not need to be advertised again. Chairman White recessed the hearing until more data is developed. The Public Hearing was recessed at 6:13 pm.

II. New Business -

- a. Proposed Medical Marijuana Shop at Warehouse Bar and Grill, 14 Evergreen Parkway. The shop area will be located in the existing building but separated from the existing Bar and Grill Business with separate and independent ingress and egress. Use Permit Application pending.**

CEO Ken Murchison stated that talking with the developers there were a couple of issues. The City does not allow retail sales of medical marijuana. The developer did state that this is a business for profit. They run this business around the State, they have several. Also, the property is only 369 feet from a place of worship and needs to be 500 feet by code. In following up with the developer today, they are considering reaching out to the City to see if they would entertain opting in to the State's marijuana legislation. Currently, Caribou only allows marijuana caregivers.

Chairman Robert White commented that he is sorry to hear that the Warehouse is closing its' doors. It was a popular spot for many in this community.

III. New Communications -

- a. Developments, looking ahead: *Current building projects in the City include County Electric Warehouse on York Street, new Par and Grill Restaurant at 6 Carrol Street and Emera's new Equipment Switching Building on Lower Lyndon Street.* – CEO Ken Murchison informed the Board of these new developments this spring along with a new potato storage going up for Guerrette Farms on Carrol Street.**

IV. Staff Report -

- a. Blight Initiative –** CEO Ken Murchison stated that staff has been busy on the blight study. Been all over the City, plotted 3,364 points on a map representing buildings, out buildings and commercial

buildings. Attributing data to each point. There are blighted areas in the community. Most people keep nice homes, lot of older well kept houses and lots.

Other Items - garbage violations, junk vehicles complaints and notices of violations going out. Demolished two homes that were dilapidated and cited for demolition for a couple of years now. The end of Patten Street is a nice little green park area that will become a trail head for ATV trails. A third house is slated for demolition next week at 66 York Street. It has already been abated for asbestos. There are also a few more houses that need to come down.

V. Comprehensive Plan Update -

- a. Future Land Use Plan** – CEO Ken Murchison stated that the blight mapping is the stuff that the proposed land use map will be made of – proposed land use, the ultimate zoning map and mixed use zoning techniques. CEO Murchison was approached by a business interested in mixed use. A big development that would be a commercial activity in a residential zone. They are wondering if mixed use would work and are interested in bringing this forward to see if mixed use could be considered.

CEO Murchison explained that the Comprehensive Plan is still being worked on. The City does not have an ordinance for solar arrays and there are a lot of these occurring in the State. Chairman Robert White commented that as he was looking at the development on Washburn Street, he saw that the only land use we have that it would fit was public utility. But then he realized it isn't a public utility, it's a private industry that happens to be selling energy to a public utility. CEO Murchison stated that downstate was having similar issues.

CEO Murchison stated that another concept coming is tiny houses.

VI. Chapter 13, Zoning -

- a. Manager's Minute** – Chairman Robert White complimented Manager Marker for the work he has been doing on the Zoning ordinance, nice job. Chairman White stated that it's been a long process and is nearing completion but not there yet.

City Manager Dennis Marker gave an overview of some more work he has done on Chapter 13, Zoning of City Code. Under the administrative section, he eliminated redundancy. Manager Marker reviewed CEO responsibilities, violations and processes. The Board of Appeals and appeals process were referenced in a few places, these were consolidated into one place. He also compared the City codes with State codes.

Chairman Robert White commented that Manager Marker is doing a great job to bring things into compliance with State code. Chairman White appreciates it very much.

- VII. Other Business** – CEO Ken Murchison explained that there have been further complaints for Mr. Duplessie on the Van Buren Road as far as the progress in putting a fence up and cleaning up the property. Mr. Duplessie had made an agreement with the Planning Board to do so. He was served notice about two weeks ago to complete these items and has 30 days to comply.

- IV. Adjournment** – David Corriveau moved to adjourn the meeting at 7:19 pm; seconded by Dan Bagley. Motion carried with all in favor.

Respectfully Submitted,

Christine Solman
Planning Board Secretary
CS/dl



Emerald Valley Ranches, LLC.
476 West Presque Isle Rd.
PO Box 717
Caribou, ME 04736-0717

May 13, 2020

Caribou Planning Board
25 High St.
Caribou, ME 04736

Members of the Planning Board,

The purpose of this letter is in support of the Use Permit Application from Caribou Solar, LLC to construct a Solar Array on Tax Map 7, Lot 32 at 192 Washburn St. in Caribou.

Emerald Valley Ranches, LLC is a large fresh broccoli producer in Caribou. Our cooler is located at 166 Washburn St. east of the subject property with an access road/right-of-way between us. During our shipping season, July thru October, this entrance handles over 1000 refrigerated tractor/trailer units used to ship our product to east coast markets. Additionally, over twice that number of farm trucks with harvest trailers bring broccoli in from the fields to be cooled and iced prior to shipment. I have met with the principles of Caribou Solar, Shawn Pelletier and Carl Soderberg. As a result, I feel this development will have no effect on my ability to transport or ship our broccoli crop.

Additionally, as a previous owner of the subject property and an area farmer, it is my opinion that a solar array is the highest and best use for this property.

Lastly, Shawn and Carl are local businessmen, substantial employers and taxpayers and continue to invest in our community making Caribou a better place to live and do business. Their continued investment here at home deserves all our support.

Thank you in advance for your thoughtful consideration of this application.


Andy Ayer
Emerald Valley Ranches, LLC



**City of Caribou
Site Design Review Application**

CEO REVIEW

Planning & Code Enforcement
25 High St.
Caribou, Maine 04736
(207) 493 – 3324 X 214
kmurchison@cariboumaine.org

Note to Applicant: Complete this application and return it with the required documents. In addition, the required fee must be returned along with this completed application. Make checks payable to: "City of Caribou", in the amount of \$90.00 plus \$10.00 per 2000 square feet of total gross floor area for commercial, industrial or other non residential applications.

Please print or type all information

Name of Property Owner / Developer: Caribou Solar Power, LLC.

Development Name: Caribou Solar

Location of Property (Street Locations): 192 Washburn Street

City of Caribou Tax Map: 007 Lot: 032 Zone: I1/R3

Site Design Review Application – City of Caribou, Maine

Site Design approval will not be considered complete until the Planning Board has determined it has all of the necessary information to review the proposal and render a decision. You are advised to meet with the Code Enforcement Officer prior to completing the application as it may not be necessary to comply with all of the items shown on the form. The review of your application shall consist of at least (2) two presentations to the Planning Board and possibly additional presentations until all required information has been provided. A "Performance Bond" may be required prior to approval of this project.

Applicant Information

Please provide a brief description of this project.

This will be a 4875KW Photovoltaic Ground Mount System Comercial Solar Farm

Person and address to which all correspondence regarding this application should be sent to:

Shawn Pelletier

Phone: (207) 498-8332 x 302

137 Bennett Drive

Caribou, ME 04736

E-mail: shawn.pelletier@csmsgntinc.com

If applicant is a corporation, check if licensed in Maine (☒) Yes (☐) No
(Attach copy of Secretary of State Registration)

Name of Land Surveyor, Engineer, Architect or other Design Professionals. (attach list if needed)

Dale Blackstone

Phone: (207) 498-3321

RLC Engineering

Phone: (207) 621-1077 x 220

Justin Dodd, Senior Project Manager

What legal interest does the applicant have in property to be developed (ownership, owners representative, option, purchase & sales contract, etc?)

Ownership interest

(Attach supportive legal documentation)

General Information

Aroostook County Registry Deeds: Book # 5977 Page # 94 (attach copy of deed)

What interest does the applicant have in any abutting property? none

Is any portion of the property within 250 feet of the normal high water line of a lake, pond, river, or wetland or within 75 feet of any stream? (☒) Yes (☐) No

Is any portion of the property within a Flood Hazard Zone? (☒) Yes (☐) No

Total area or acreage of parcel: 57 Total area or acreage to be developed: 20

Has this land been part of subdivision in the past five years? (☐) Yes (☒) No

Identify existing use(s) of land (farmland, woodlot, residential, etc.) Vacant lot, not currently being utilized

Indicate any restrictive covenants to be placed in the deed -- (Please attach list) N/A

Does the applicant propose to dedicate any recreation area, or common lands? (☒) Yes (☐) No

Recreation area(s) Estimated Area & Description: ATV/Snowmobile Trail

Common land(s) Estimated Area & Description: N/A

Anticipated start date for construction: month / year 07 / 20 Completion: 12 / 20

Does any portion of the proposal cross or abut an adjoining municipal line? ☐ Yes ☒ No

Does this development require extension of public services? ☐ Yes ☒ No

Roads: _____ Storm Drainage: _____ Sidewalks: _____ Sewer Lines: _____ Other: _____

Estimated cost for infrastructure improvements: \$ N/A

Water Supply: Private Well: ☐ Public Water Supply: ☐

Sewerage Disposal: Private SSWD: ☐ Public Sewer: ☐

Estimated sewerage disposal gallons per day: (_____ / day)

Does the building require plan review by the State Fire Marshal Office? ☐ Yes ☒ No
(Attach Barrier free and Construction Permits from SFMO)

Have the plans been reviewed & approved by the Caribou Fire Chief? ☒ Yes ☐ No

Does the building have an automatic sprinkler system? ☐ Yes ☒ No

Does the building have an automatic fire detection system? ☐ Yes ☒ No

Will the development require a hydrant or dry hydrant fire pond? ☐ Yes ☒ No

Concept Plan Review Criterion

The Planning Board shall review applications first as a Concept Plan. Concept Plan Review is intended to insure the proposed plan is in conformance with the Caribou Comprehensive Plan and all City Ordinances. The completed application and concept plans shall be delivered to the Code Enforcement Office no less than 21 days prior to the first day of the next month. The Chairman of the Planning Board shall determine the schedule and agenda of the next meeting when the application and plans will receive Concept Plan Review. At a minimum, Concept Plan applications shall include the following:

1. X Name and address of the owner of record and applicant (if different).
2. X Name of the proposed development and location.
3. X Names and addresses of all property owners within 500 feet of the property.

4. X A copy of the deed to the property, option to purchase the property, or other documentation to demonstrate right, title, or interest in the property on the part of the applicant.
5. X Names and addresses of all consultants working on the project.
6. X 1 complete set of plans, 24" X 36" & 10 complete sets of plans, 11" X 17"
Plans to be included:
Boundary Survey
Storm Water Management
Erosion and Sediment Control
Finish Grading Plan
Site Improvement Detail
Building Elevations and Structural Plans

7. **Plans to show the following elements for review:**

- X a. Graphic scale and north arrow.
- X b. Location and dimensions of any existing or proposed easements and copies of existing covenants or deed restrictions.
- X c. Name, registration number, and seal of the land surveyor, architect, engineer, and/or similar professional who prepared the Plan.
- X d. All property boundaries, land area, and zoning designations of the site, regardless of whether all or part is being developed at this time.
- X e. Size, shape, and location of existing and proposed buildings on the site including dimensions of the buildings and setbacks from property lines.
- X f. Access for Emergency Vehicles, location and layout design of vehicular parking, circulation areas, loading areas, and walkways including curb cuts, driveways, parking space and vehicle turn around areas.
- X g. Location and names of streets and rights-of-way within 200' and adjacent to the proposed development.
- X h. Proposed finish grades and graphic arrows indicating the direction of storm water runoff.
- N/A i. Conceptual treatment of on and off site storm water management facilities.
- N/A j. Location and sizes of existing and proposed sewer and water services including connections.
- N/A k. Conceptual treatment of landscaping buffers, screens, and plantings.
- X l. Location of outdoor storage areas, fences, signage and accessory structures.
- N/A m. Context map illustrating the area surrounding the site which will be affected by the proposal including all streets, sidewalks, intersections, storm water drainage ways, sanitary sewer lines and pump stations, nearby properties and buildings, zoning Districts, and geographic features such as, but not limited to, wetlands, natural features, historic sites, flood plains, significant scenic areas, and significant wildlife habitats as provided in the Comprehensive Plan.

N/A

- n. All proposed signage and exterior lighting including the location, size and wording of all signs, type of exterior lights, radius of light, manufacturer's specifications sheet, and the ground level intensity in foot- candles of all exterior lights.

Final Site Design Plan Requirements

Following approval of the Concept Plan Review, the Planning Board may by majority vote schedule the Site Design Application for Final Plan Review. Final Plan Review must be at least 30 days following Concept Plan Approval. If additional information is required by the Planning Board following the Concept Plan Review, a complete set of revised plans shall be provided for final review and approval. If additional information or a change of information is required, the revised plans shall be delivered to the Code Enforcement Office at least 21 days prior to the next scheduled meeting.

Final Site Design Plan Review shall require three (3) 24" X 36" sets of plans for Board Signatures.

If the Planning Board determines that third party review will be necessary to make a sound decision, the applicant will be responsible for any fees incurred for the third party review.

During the Final Site Design Review the Chairman or designee shall determine that all of the elements of review 7-a., through 7-n. above have been addressed. The chair may then call for a motion.

If the Final Plan is approved by the Planning Board, no work may commence for a period of 30 days following the date of approval.

Final Site Design Plans shall provide an area designated for all seven Planning Board members signatures.

Applicant Signature:

To the best of my knowledge, all of the information submitted in this application is true and correct.

Signature of Applicant: _____ Date: _____

Final Site Design Review Criteria by Planning Board

Date: _____		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Conformance with Comprehensive Plan	<u>X</u>	_____	_____
B.	Traffic	<u>X</u>	_____	_____
C.	Site Access	<u>X</u>	_____	_____

D.	Parking & Vehicle Circulation	<u>X</u>	<u> </u>	<u> </u>
		<u>Yes</u>	<u>No</u>	<u>N/A</u>
E.	Pedestrian Circulation	<u> </u>	<u> </u>	<u>X</u>
F.	Site Conditions	<u>X</u>	<u> </u>	<u> </u>
G.	Open Space	<u> </u>	<u> </u>	<u>X</u>
H.	Sanitary Sewage	<u> </u>	<u> </u>	<u>X</u>
I.	Water	<u> </u>	<u> </u>	<u>X</u>
J.	Emergency Vehicle Access	<u>X</u>	<u> </u>	<u> </u>
K.	Waste Disposal	<u> </u>	<u> </u>	<u>X</u>
L.	Buffering	<u> </u>	<u> </u>	<u>X</u>
M.	Natural Areas	<u> </u>	<u> </u>	<u>X</u>
N.	Exterior Lighting	<u> </u>	<u> </u>	<u>X</u>
O.	Stormwater Management	<u>X</u>	<u> </u>	<u> </u>
P.	Erosion & Sediment Control	<u>X</u>	<u> </u>	<u> </u>
Q.	Buildings	<u>X</u>	<u> </u>	<u> </u>
R.	Existing Landscaping	<u> </u>	<u> </u>	<u>X</u>
S.	Infrastructure	<u>X</u>	<u> </u>	<u> </u>
T.	Advertising Features	<u> </u>	<u> </u>	<u>X</u>
U.	Design Relationship to Site	<u>X</u>	<u> </u>	<u> </u>
	& Surrounding Properties	<u>X</u>	<u> </u>	<u> </u>
V.	Scenic Vistas & Areas	<u> </u>	<u> </u>	<u>X</u>
W.	Utilities	<u>X</u>	<u> </u>	<u> </u>
X.	Mineral Exploration	<u> </u>	<u> </u>	<u>X</u>
Y.	General Requirements (Pg. 859)	<u>X</u>	<u> </u>	<u> </u>

Z. Phosphorus Export

X _____

**City of Caribou, Maine
Planning Board**

Site Design Review for: _____

Address: _____

On _____ (date) the members of the Caribou Planning Board met to consider the application for Site Design Review on the property referenced above.

The application was: **Denied** / **Approved** / **Approved with conditions**

Approved by the Caribou Planning Board

Signed: _____ Chairman of the Planning Board

Date: ____ / ____ / ____

Conditions of Approval:



City of Caribou Use Permit Application

Planning & Code Enforcement
25 High St.
Caribou, Maine 04736
(207) 493 - 3324 X 214
kmurchison@cariboumaine.org

Public Hearing Notification fee \$90.00

Date Received: 03/16/2020

If Planning Board approval is required for your requested use, please be aware that the Board meets on the second Thursday of each month. Your application must be received in the Code Enforcement Office at least 15 business days in advance of the meeting in order to meet notification requirements. Please provide a dimensional site plan of your property showing the location of all buildings, parking and access from the public way.

Owner of Property: CARIBOU SOLAR POWER, LLC Phone: (207) 498-8332 x 303

Mailing Address: 137 Bennett Dr. Suite 2.

CARIBOU, MAINE 04736.

Location of Property: _____

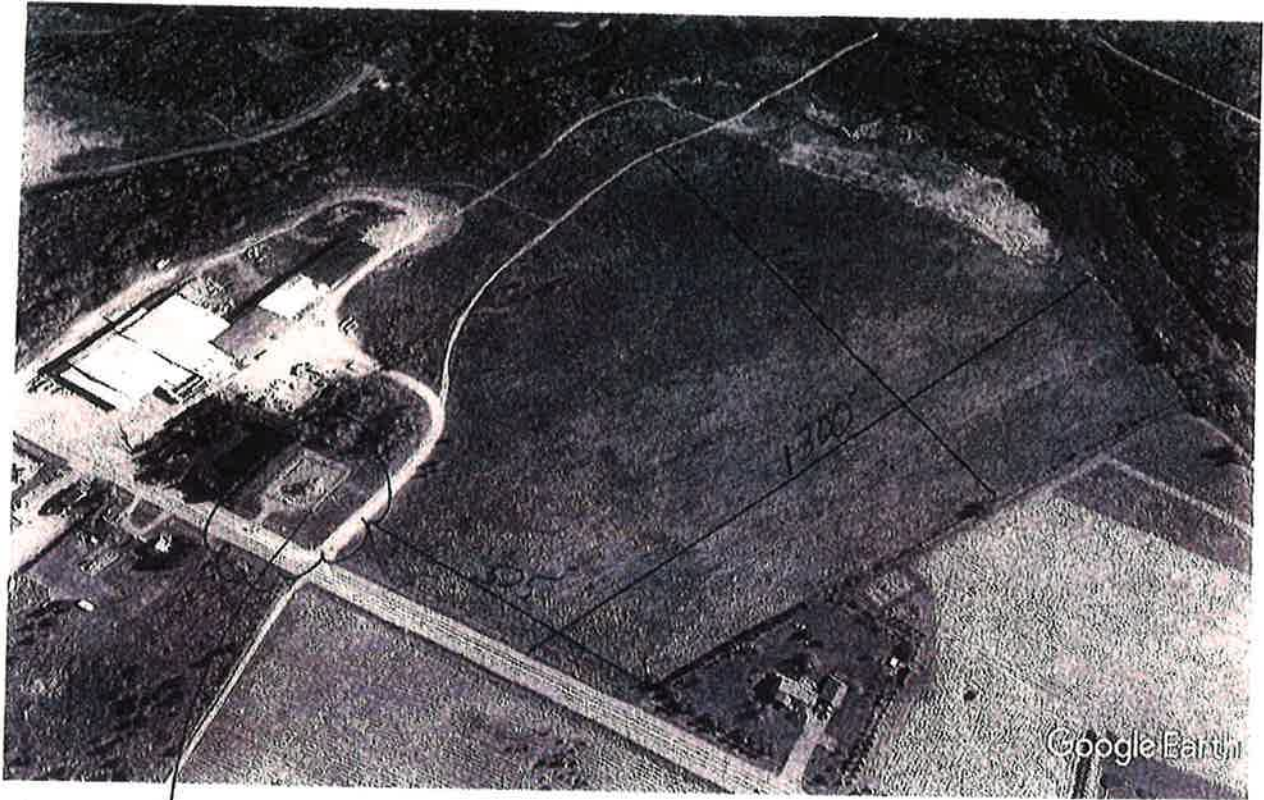
Tax Map: 7 Lot Number: 32 Zone: I1/R3

Requested Use: Develop a 5 MV AC Commercial Solar Farm
20 Acres.

Signature of Applicant: [Signature], PARTNER

Date: 3-16-20





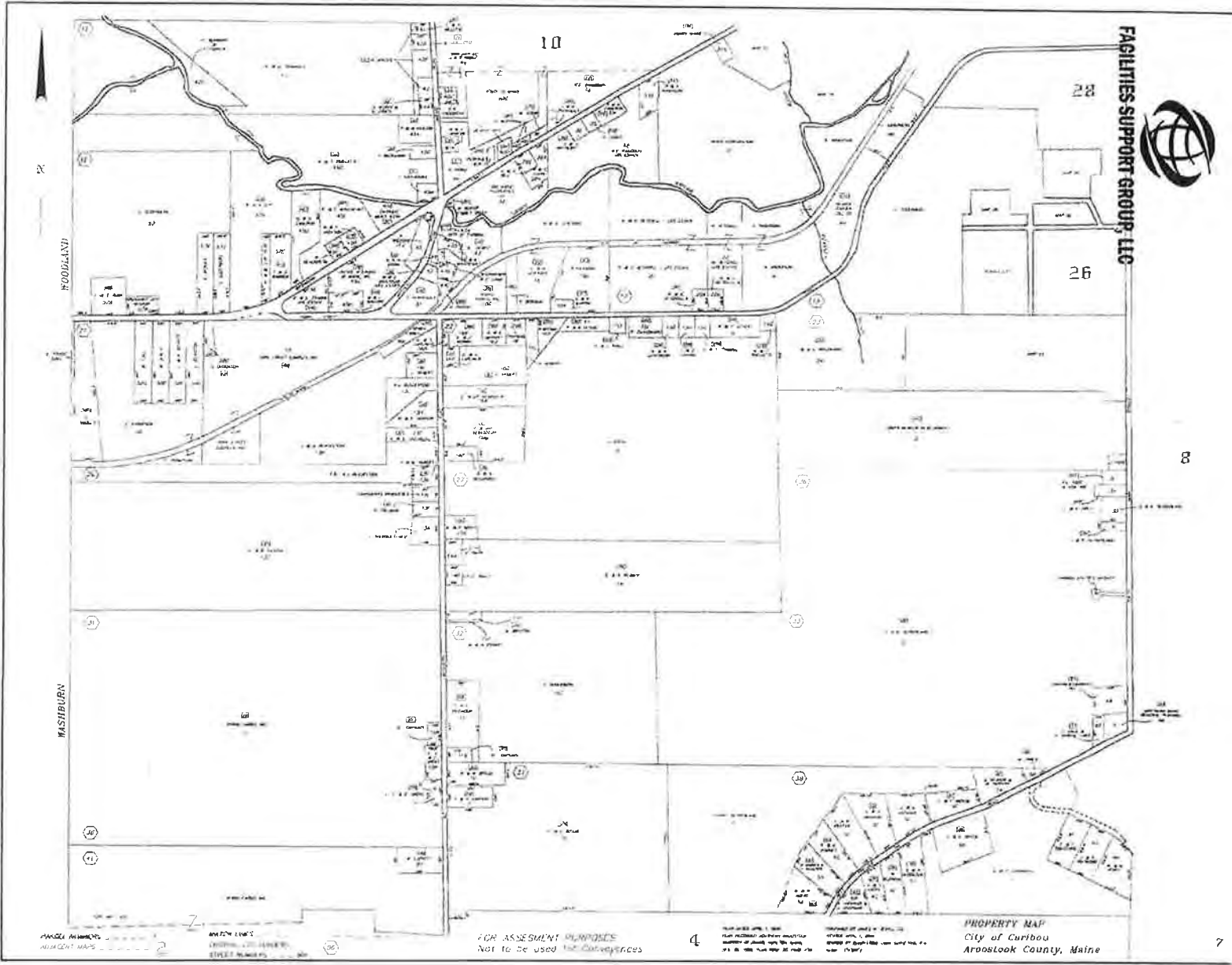
Google Earth

feet 700
meters 200

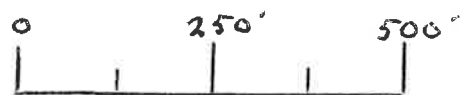
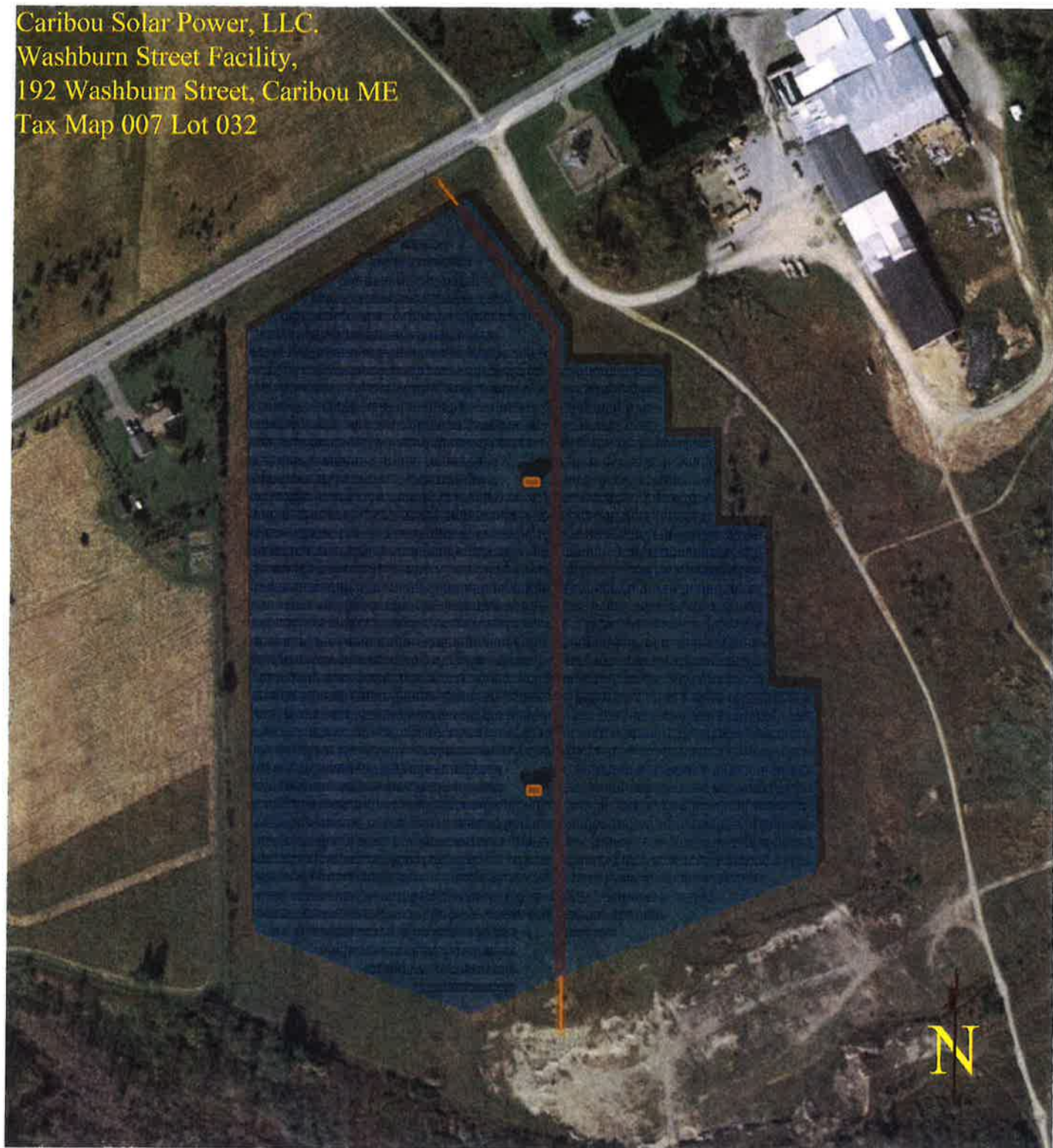
EMERA MAINE SUBSTATION

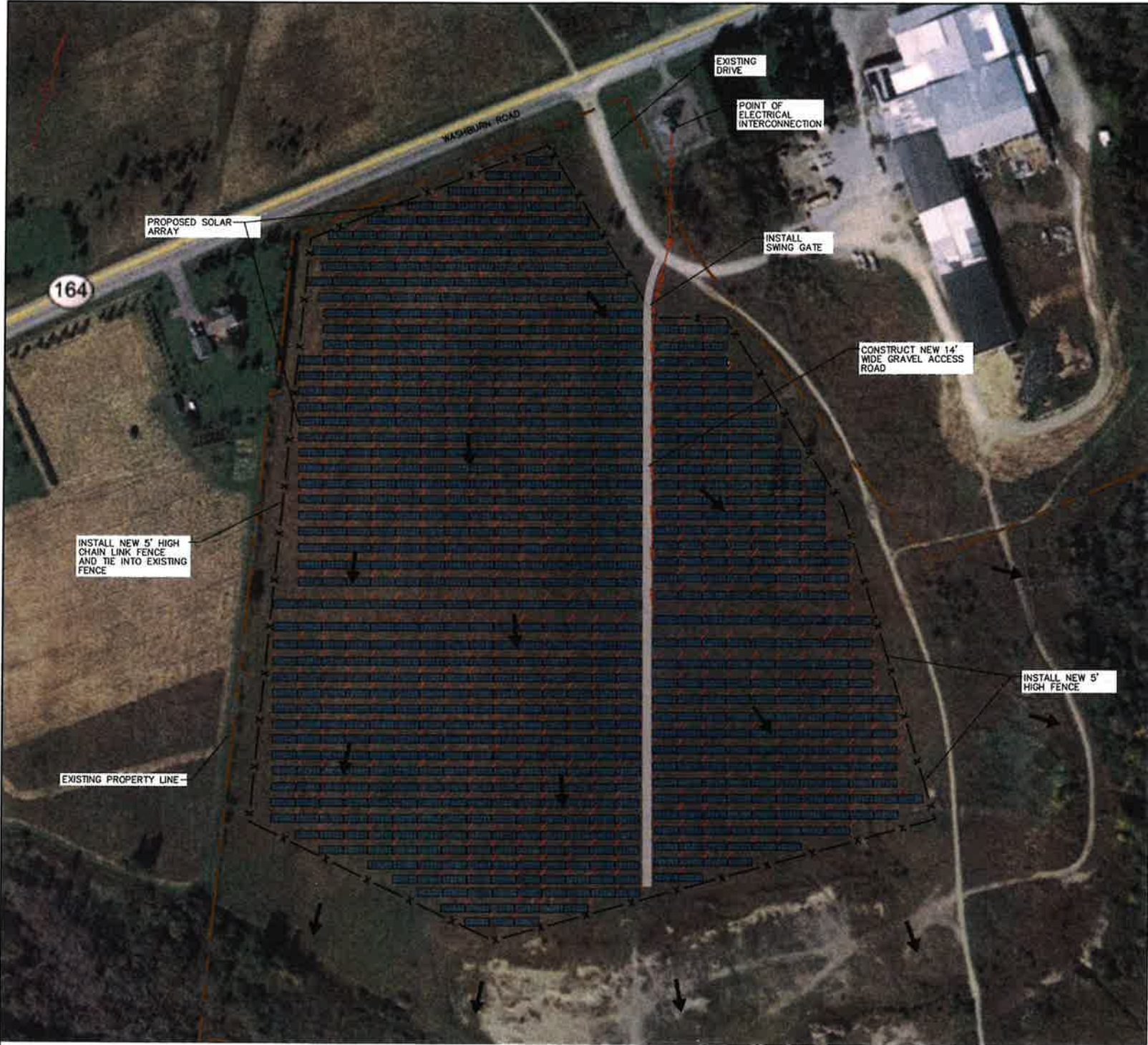


FACILITIES SUPPORT GROUP, LLC

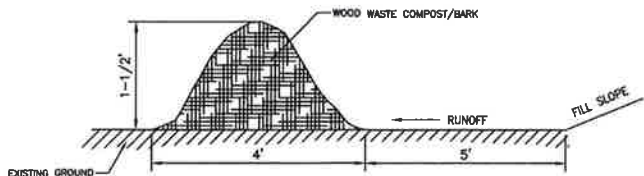
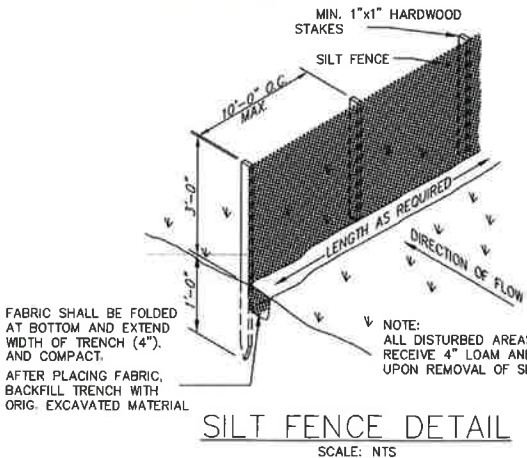
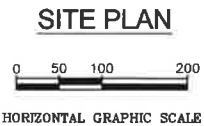


Caribou Solar Power, LLC.
Washburn Street Facility,
192 Washburn Street, Caribou ME
Tax Map 007 Lot 032





- UGE — PROPOSED UNDERGROUND ELECTRIC
- OHE — PROPOSED OVERHEAD ELECTRIC
- Ø PROPOSED UTILITY POLE
- — — EXISTING FENCE
- X—X—X PROPOSED FENCE
- ~~~~~ EXISTING TREELINE
- ~~~~~ PROPOSED TREELINE
- PROPOSED GRAVEL ROAD
- ← ← STORMWATER FLOW



GENERAL NOTES

EROSION AND SEDIMENTATION CONTROL PLAN

THIS PLAN HAS BEEN DEVELOPED TO PROVIDE A STRATEGY FOR CONTROLLING SOIL EROSION AND SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROPOSED PROJECT. THIS PLAN IS BASED ON STANDARDS AND SPECIFICATIONS FOR EROSION PREVENTION IN DEVELOPING AREAS AS CONTAINED IN THE 2005 ONLINE VERSION OF THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.

GENERAL CONSTRUCTION DETAILS

THE EQUIPMENT ANTICIPATED TO BE USED FOR CONSTRUCTION MAY INCLUDE THE FOLLOWING: BACKHOE, BULLDOZER, LOADER, TRUCKS, COMPACTOR, AND GRADER. INTENSIVE ON-SITE EROSION CONTROL METHODS WILL BE UTILIZED. THE FOLLOWING METHODS WILL BE UNDERTAKEN TO PROVIDE MAXIMUM PROTECTION TO THE SOIL, WATER, AND ADJUTING LANDS:

1. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA WILL BE COMPLETED WITHIN SEVEN (7) CALENDAR DAYS AFTER FINAL GRADING HAS BEEN COMPLETED. WHEN IT IS NOT POSSIBLE OR PRACTICAL TO PERMANENTLY STABILIZE DISTURBED LAND, TEMPORARY EROSION CONTROL MEASURES WILL BE IMPLEMENTED WITHIN SEVEN (7) CALENDAR DAYS OF EXPOSURE OF SOIL. TEMPORARY EROSION CONTROL MEASURES SHALL INCLUDE AT A MINIMUM THE APPLICATION OF WOOD FIBER MULCH AT A RATE OF 75-90 LBS PER 1000 SF BY THE WET APPLICATION METHOD AS OUTLINED IN THE CONTRACT SPECIFICATIONS. WITHIN 75 FEET OF WETLAND AREAS (INCLUDING LAKES AND STREAMS), APPLY MULCH WITHIN 48 HOURS, OR PRIOR TO ANY STORM EVENT, WHICHEVER IS FIRST.
2. PRIOR TO GRUBBING OR ANY EARTHMOVING OPERATION, SILT FENCE WILL BE INSTALLED ACROSS THE SLOPE ON THE CONTOUR AT THE DOWNHILL LIMIT OF THE WORK AS PROTECTION AGAINST CONSTRUCTION RELATED EROSION. SILT FENCE SHALL ALSO BE INSTALLED AT THE DOWNHILL LIMIT OF THE BASE OF SOIL STOCKPILES.
3. TEMPORARY SILT CONTROL RISERS SHALL BE INSTALLED AT ALL EXISTING CULVERT/STORM DRAIN INLET LOCATIONS. SEE MAINE EROSION AND SEDIMENTATION CONTROL BMP B-3.
4. ALL SILT FENCE/ TEMPORARY SEDIMENT CONTROL MEASURES WILL BE INSPECTED BY THE CONTRACTOR ON A WEEKLY BASIS, FOLLOWING ANY SIGNIFICANT RAINFALL (1/2 INCH OR MORE) OR SNOW MELT, OR DAILY DURING PROLONGED RAINFALL. ALL DAMAGED SILT FENCE WILL BE REPAIRED AND/OR REPLACED IMMEDIATELY. TRAPPED SEDIMENT WILL BE REMOVED BEFORE IT HAS ACCUMULATED TO ONE HALF OF THE INSTALLED SILT FENCE HEIGHT. SILT FENCE NO LONGER SERVICEABLE DUE TO SEDIMENT ACCUMULATION WILL ALSO BE REPAIRED AND/OR REPLACED AS NECESSARY. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHOULD BE INCORPORATED INTO THE EXISTING GRADE, SEEDED AND MULCHED.
5. REMOVAL OF SILT FENCE / TEMPORARY SEDIMENT CONTROL MEASURES SHALL OCCUR WITHIN THIRTY (30) DAYS OF PERMANENT STABILIZATION.
6. TO PROVIDE PROTECTION AGAINST EROSION, RIPRAP WILL BE PLACED AT ALL STORM DRAIN INLETS AND OUTLETS AS SHOWN ON THE CONTRACT DRAWINGS. SEE ALSO MAINE EROSION AND SEDIMENTATION CONTROL BMP D-2.
7. ALL DITCH BASES TO BE SEEDED SHALL ALSO BE LINED WITH EROSION CONTROL MESH TO STABILIZE THE DITCH CHANNELS UNTIL VEGETATION IS ESTABLISHED. STONE CHECK DAMS AND TEMPORARY MULCHING WILL BE USED TO STABILIZE ANY SECTION OF ROUGH GRADED DITCH THAT WILL NOT BE FINAL GRADED AND PERMANENTLY STABILIZED WITHIN THE NEXT SEVEN (7) DAYS.
8. NATIVE TOPSOIL SHALL BE SAVED, STOCKPILED, MULCHED, AND REUSED AS MUCH AS POSSIBLE ON THE SITE. STOCKPILES WILL BE STABILIZED BY SEEDING AND MULCHING WITHIN SEVEN (7) DAYS OF THE FORMATION OF THE STOCKPILE. NEAR WETLAND AREAS (INCLUDING LAKES AND STREAMS), SEEDING AND MULCHING SHALL BE COMPLETED WITHIN 24 HOURS OF THE FORMATION OF THE STOCKPILE. UPHILL OF STOCKPILES, STABILIZED DITCHES AND/OR BERMS WILL BE CONSTRUCTED TO DIVERT STORMWATER RUNOFF AWAY FROM THE PILES. SIDE SLOPES OF TOPSOIL STOCKPILES SHALL NOT EXCEED 2:1.
9. THE EXPOSED AREA SHOULD BE LIMITED TO THAT IN WHICH WORK IS TO OCCUR DURING THE FOLLOWING 15 DAYS.

SEEDING AND REVEGETATION PLAN

UPON COMPLETION OF SITE CONSTRUCTION, ALL AREAS PREVIOUSLY DISTURBED WILL BE TREATED AS STATED BELOW. THESE AREAS WILL BE CLOSELY MONITORED BY THE CONTRACTOR UNTIL SUCH TIME AS A SATISFACTORY GROWTH OF VEGETATION IS ESTABLISHED.

1. LOAM WILL BE SPREAD OVER ALL DISTURBED AREAS AND GRADED TO A UNIFORM DEPTH OF 4 INCHES.
2. ALL EXPOSED SURFACES NOT TO BE FINAL GRADED FOR THIRTY (30) DAYS OR MORE SHALL BE SEEDED WITH WINTER RYE, OATS, ANNUAL RYEGRASS, OR SUDANGRASS PERENNIAL, DEPENDING ON THE TIME OF YEAR. SEE MAINE EROSION AND SEDIMENTATION CONTROL BMP A-2 FOR DETAILS AND SPECIFICATIONS.
3. AGRICULTURAL LIMESTONE AND FERTILIZER WILL BE INCORPORATED INTO THE SOIL PRIOR TO SEEDING. SEE ITEM T-901-2.3 AND 2.4 IN THE CONTRACT SPECIFICATIONS FOR DETAILS.
4. DISTURBED AREAS WILL BE SEEDED AT THE RATE OF 3 LB PER 1000 SF. SEE ITEM T-901-2.2 AND 3.4 IN THE CONTRACT SPECIFICATIONS FOR SEED MIX.
5. SEEDING WILL BE COMPLETED BETWEEN THE DATES OF MAY 1 AND SEPTEMBER 15. IRRIGATION MAY BE REQUIRED DURING THE PERIOD OF JUNE 1 TO AUGUST 15.
6. AREAS WHICH HAVE BEEN TEMPORARILY OR PERMANENTLY SEEDED SHALL BE MULCHED IMMEDIATELY FOLLOWING SEEDING.
7. HAY MULCH WILL BE APPLIED AT THE RATE OF 75-90 LBS PER 1000 SF. MULCH SHALL BE ANCHORED WITH BIODEGRADABLE NETTING ON STEEP SLOPES (7:1 OR GREATER) AND ON AREAS WITHIN 100 FEET OF LAKES, STREAMS, AND WETLANDS. EROSION CONTROL MIX CAN BE USED ON SLOPES BETWEEN 3:1 AND 2:1. SEE MAINE EROSION AND SEDIMENTATION CONTROL BMP A-1 AND ITEM P-156-2.2 & 2.8 IN THE CONTRACT SPECIFICATIONS.
8. ALL MULCHES SHALL BE INSPECTED PERIODICALLY, PARTICULARLY AFTER RAINFALL. IF LESS THAN 90% OF THE DISTURBED AREA IS COVERED, ADDITIONAL MULCH WILL BE SPREAD.
9. ALL SEDIMENT CONTROL STRUCTURES WILL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED. ESTABLISHED MEANS A MINIMUM OF 85% OF THE AREA IS VEGETATED WITH VIGOROUS GROWTH.

FALL/WINTER SEEDING AND STABILIZATION

SEE MAINE EROSION AND SEDIMENTATION CONTROL BMP A-3 FOR DETAILS ON THE FOLLOWING:

- BY SEPTEMBER 1-
1. ALL GRASS-LINED DITCHES AND CHANNELS WILL BE CONSTRUCTED AND STABILIZED. ALL SLOPES GREATER THAN 7:1 TO BE VEGETATED WILL BE SEEDED AND MULCHED (PAST SEPTEMBER 15, MULCH ANCHORING SHOULD BE USED ON SLOPES GREATER THAN 20:1, AND HEAVY GRADE MATS AND BIODEGRADABLE NETTING SHOULD BE USED IN CONJUNCTION ON SLOPES GREATER THAN 12:1 AND ON SIDE SLOPES OF DITCHES). IF THIS IS NOT COMPLETED, THEN:
- BY OCTOBER 1-
1. SOD WILL BE PLACED IN ALL DITCH CHANNELS WHERE VEGETATION HAS NOT BEEN ESTABLISHED. SOD WILL EXTEND TO A HEIGHT OF ONE FOOT ABOVE DITCH CHANNEL BOTTOM. ALL SLOPES GREATER THAN 7:1 WILL BE SEEDED TO A WINTER COVER CROP OF RYE AT A RATE OF 3 LBS PER 1000 SF. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 75% OF THE SLOPE BY NOVEMBER 1, OR IF SOD IS NOT PLACED IN THE APPROPRIATE DITCH CHANNELS, THEN:
- BY NOVEMBER 1-
1. THE DITCH WILL BE LINED WITH STONE RIPRAP. THE SLOPE WILL BE COVERED WITH EROSION CONTROL MIX OR STONE RIPRAP, OR, ALTERNATIVELY:
- BY NOVEMBER 15-
1. THE DISTURBED SOIL WILL BE MULCHED AT THE WINTER RATE AND ANCHORED PROPERLY.
- THE WINTER CONSTRUCTION PERIOD IS FROM NOVEMBER 1 TO APRIL 15.

1. WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME. THE EXPOSED AREA WILL BE LIMITED TO THAT IN WHICH WORK IS TO OCCUR DURING THE FOLLOWING 15 DAYS AND THOSE AREAS THAT CAN BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT.
2. HAY MULCH WILL BE APPLIED TO A DEPTH OF 4 INCHES (150 LBS PER 1000 SF).
3. AFTER EACH DAY OF FINAL GRADING, ANY DISTURBED AREA WILL BE STABILIZED WITH ANCHORED MULCH OR EROSION CONTROL MESH. NO GROUND SURFACE SHOULD BE VISIBLE THROUGH THE MULCH.
4. SOIL STOCKPILES WILL BE MULCHED AT WINTER RATES WITHIN 24 HOURS OF STOCKING AND REESTABLISHED PRIOR TO RAIN OR SNOWFALL. NO STOCKPILES WILL BE PLACED WITHIN 100 FEET OF LAKES, STREAMS, WETLANDS, OR OTHER NATURAL RESOURCES.

MONITORING PROGRAM

SEDIMENTATION AND EROSION CONTROL STRUCTURES WILL BE INSPECTED WEEKLY BY THE CONTRACTOR, AND ALL STRUCTURES DAMAGED BY CONSTRUCTION EQUIPMENT, VANDALS, OR THE ELEMENTS WILL BE REPAIRED IMMEDIATELY. FOLLOWING RAINSTORMS AND DURING RUNOFF EVENTS, THE SITE AND ALL STRUCTURES WILL BE INSPECTED FOR EROSION AND DAMAGE. ALL DAMAGED STRUCTURES WILL BE REPAIRED AND/OR ADDITIONAL EROSION CONTROL STRUCTURES WILL BE INSTALLED PRIOR TO CONTINUING THE CONSTRUCTION.

FOLLOWING THE FINAL SEEDING THE SITE WILL BE INSPECTED TO ENSURE THAT THE VEGETATION HAS BEEN ESTABLISHED. RESEEDING WILL BE CARRIED OUT, WITH FOLLOW-UP INSPECTIONS, IN THE EVENT OF ANY UNSATISFACTORY GROWTH.

AFTER THE PROJECT AREA HAS STABILIZED, THE CONTRACTOR SHALL REMOVE ALL SILT FENCE AND ANY OTHER TEMPORARY EROSION CONTROL MEASURES.

IMPLEMENTATION AND MONITORING OR EROSION CONTROL MEASURES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR UNDER THE SUPERVISION OF THE PROJECT ENGINEER AND THE INSPECTOR FOR STANTEC CONSULTING SERVICES, INC.



120 WEST PRESQUE ISLE RD
CARIBOU, MAINE 04736
TEL: (207) 227-1057

BY		DATE	DESCRIPTION
TPS	SMM	05-29-2020	CARIBOU PLANNING BOARD SUBMISSION
1	NO.		

CARIBOU SOLAR, LLC
CARIBOU MAINE

CARIBOU
SOLAR ARRAY

SHEET TITLE
SITE PLAN
AND
EROSION CONTROL
PLAN AND DETAILS

DRAWN BY	DATE
TPS	MAY 2020
CHECKED BY	PROJECT #
SMM	200501
PROJ. ENG.	ARCHIVE #
SMM	


SHEET NUMBER
C1
SHEET 1 OF 1



Caribou Solar Power, LLC.

Site Map

Legend

 Property Lines



Google Earth



700 ft

21

Caribou Land Use Table

Zoning District

Principal Land Use Activity	R-1	R-2	RC-2	R-3	C-1	C-2	I-1	I-2	H-1
Abattoir	NO	NO	NO	PB	NO	NO	PB	PB	NO
Agricultural Product Storage	NO	NO	PB	CEO/YES	NO	NO	PB	PB	NO
Agricultural Product Processing	NO	NO	NO	PB	NO	NO	PB	PB	NO
Agriculture - Personal Use	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO	PB	PB	PB	NO
Agriculture - Commercial	NO	NO	PB	CEO/YES	NO	NO	NO	NO	NO
Airport	NO	NO	NO	PB	NO	NO	PB	PB	NO
Antique Sales	NO	NO	CEO/YES	CEO/YES	CEO/YES	CEO/YES	YES	YES	NO
Art Gallery or Crafts Studio	NO	NO	CEO/YES	PB	CEO/YES	CEO/YES	YES	CEO/YES	NO
Assembly and Packaging Facility	NO	NO	NO	NO	NO	NO	YES	YES	NO
Auction Barn	NO	NO	CEO/YES	CEO/YES	CEO/YES	CEO/YES	YES	YES	NO
Automobile (Vehicle) Body Shop	NO	NO	PB	PB	NO	PB	CEO/YES	CEO/YES	NO
Automobile (Vehicle) Car Wash	NO	NO	PB	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO
Automobile (Vehicle) Graveyard	NO	NO	NO	PB	NO	NO	PB	PB	NO
Automobile (Vehicle) Repair	NO	NO	PB	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO
Automobile (Vehicle) Sales	NO	NO	CEO/YES	PB	CEO/YES	CEO/YES	YES	YES	NO
Automobile (Vehicle) Service Station	NO	NO	CEO/YES	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO
Automobile (Vehicle) Commercial Storage - Indoors	NO	NO	PB	PB	NO	YES	CEO/YES	YES	NO
Bank or Financial Service	NO	NO	PB	NO	CEO/YES	CEO/YES	YES	YES	NO
Bed and Breakfast	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO	NO	NO
Boarding House	NO	PB	PB	CEO/YES	PB	PB	NO	NO	NO
Building Materials - Storage and Sale	NO	NO	CEO/YES	PB	CEO/YES	CEO/YES	YES	CEO/YES	NO
Bulk Grain Storage	NO	NO	CEO/YES	CEO/YES	NO	NO	PB	PB	NO
Bulk Oil and/or Gas Terminal	NO	NO	PB	PB	NO	NO	PB	PB	NO
Business, Medical or Professional Office	NO	NO	CEO/YES	CEO/YES	CEO/YES	CEO/YES	YES	YES	CEO/YES
Campground or RV Park	NO	NO	PB	PB	NO	NO	NO	NO	NO
Cemetery	NO	PB	PB	PB	NO	NO	NO	NO	NO
Church, Synagogue and/or Parish House	PB	PB	PB	PB	PB	PB	PB	PB	NO
Commercial Greenhouse or Garden Center	NO	NO	CEO/YES	CEO/YES	CEO/YES	CEO/YES	YES	CEO/YES	NO
Commercial Recreation, Amusement	NO	NO	CEO/YES	PB	CEO/YES	CEO/YES	YES	YES	NO
Commercial Recreation, Outdoor	NO	NO	PB	PB	NO	PB	PB	PB	NO
Community Center	NO	NO	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO
Condominiums	PB	PB	PB	NO	NO	NO	NO	NO	NO
Confined Animal Feeding Operation	NO	NO	NO	PB	NO	NO	NO	NO	NO
Congregate Housing	NO	PB	PB	PB	NO	NO	NO	NO	PB
Day Care/Night Care	PB	PB	CEO/YES	PB	CEO/YES	CEO/YES	NO	NO	CEO/YES
Demolition Waste Disposal	NO	NO	NO	PB	NO	NO	PB	PB	NO
Dwelling, Single-Family	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO	NO	NO	NO	NO
Dwelling, Two Family Housing	PB	PB	CEO/YES	CEO/YES	NO	PB	NO	NO	NO
Dwelling, Multi-Family	NO	CEO/YES	PB	YES	PB	PB	NO	NO	NO
Dwelling, Third Story Apartment	NO	PB	PB	PB	PB	PB	NO	NO	NO
Fire, Ambulance or Police Station	NO	NO	PB	NO	PB	PB	PB	PB	NO
Firewood Processing, Commercial	NO	NO	PB	PB	NO	NO	CEO/YES	CEO/YES	NO
Funeral Home	PB	PB	CEO/YES	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO

Caribou Land Use Table

Zoning District

Principal Land Use Activity	R-1	R-2	RC-2	R-3	C-1	C-2	I-1	I-2	H-1
Golf Course	NO	NO	PB	PB	NO	NO	NO	NO	NO
Government Facility	NO	PB	PB	PB	PB	PB	PB	PB	PB
Helipad or Heliport	NO	NO	PB	PB	NO	NO	PB	PB	PB
Home Occupations	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES
Hospital or Clinic	NO	NO	PB	PB	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES
Hotel, Motel or Inn	NO	NO	CEO/YES	PB	PB	CEO/YES	NO	NO	PB
Junkyard	NO	NO	NO	PB	NO	NO	PB	PB	NO
Animal Shelter	NO	NO	PB	PB	NO	PB	PB	PB	NO
Boarding Kennel	NO	NO	PB	PB	NO	PB	PB	PB	NO
Breeding Kennel	NO	NO	PB	PB	NO	NO	PB	PB	NO
Rescue Group	NO	NO	PB	PB	NO	PB	PB	PB	NO
Laundry or Dry Cleaning	NO	NO	PB	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO
Library	NO	NO	PB	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO
Livestock and Poultry (Personal Use)	NO	NO	PB	CEO/YES	NO	NO	NO	NO	NO
Livestock and Poultry (Commercial)	NO	NO	NO	PB	NO	NO	NO	NO	NO
Manufacturing, Heavy	NO	NO	NO	NO	PB	PB	PB	PB	NO
Manufacturing, Light	NO	NO	PB	NO	PB	PB	PB	PB	NO
Medical Marijuana Dispensaries	NO	NO	PB	NO	PB	PB	PB	PB	PB
Mineral Exploration & Extraction	NO	NO	NO	PB	NO	NO	PB	PB	NO
Mineral Storage	NO	NO	NO	PB	NO	NO	PB	PB	NO
Mobile Homes	NO	NO	NO	CEO/YES	NO	NO	NO	NO	NO
Mobile Home Park	NO	NO	PB	PB	NO	NO	NO	NO	NO
Mobile Home, Temporary Housing, Seasonal Agriculture	NO	NO	NO	PB	NO	NO	NO	NO	NO
Museum	NO	NO	CEO/YES	PB	CEO/YES	CEO/YES	PB	PB	NO
Newspaper or Printing Plant	NO	NO	PB	PB	PB	PB	CEO/YES	CEO/YES	NO
Nursing Home, Group Home, Hospice or Assisted Living Ctr	NO	PB	PB	PB	NO	NO	NO	NO	PB
Owner Operated General Store or Grocery Store	NO	NO	CEO/YES	PB	CEO/YES	CEO/YES	NO	NO	NO
Personal Service Business	NO	NO	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO	NO	NO
Pet Grooming	NO	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO	NO	NO
Pharmacy or Retail Medical Supply Store	NO	NO	CEO/YES	NO	CEO/YES	CEO/YES	PB	PB	CEO/YES
Private Club	NO	NO	CEO/YES	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES	NO
Public or Private School	PB	PB	PB	PB	PB	PB	PB	PB	NO
Public Utility	NO	PB	PB	PB	PB	PB	CEO/YES	CEO/YES	NO
Recycling Collection Point	NO	NO	PB	PB	PB	PB	CEO/YES	CEO/YES	NO
Recycling Facility	NO	NO	CEO/YES	PB	CEO/YES	CEO/YES	PB	PB	NO
Research, Testing and Development Laboratory	NO	NO	PB	PB	PB	PB	PB	PB	PB
Restaurant	NO	NO	CEO/YES	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES
Retail Use	NO	NO	CEO/YES	PB	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES
Retail Use with Outdoor Sales or Service	NO	NO	PB	PB	PB	CEO/YES	CEO/YES	CEO/YES	NO

Caribou Land Use Table

Zoning District

Principal Land Use Activity	R-1	R-2	RC-2	R-3	C-1	C-2	I-1	I-2	H-1
Riding Stable (Commercial)	NO	NO	PB	PB	NO	PB	PB	PB	NO
Sawmill	NO	NO	PB	PB	NO	NO	CEO/YES	CEO/YES	NO
Self Storage, Commercial	NO	NO	PB	PB	NO	CEO/YES	CEO/YES	CEO/YES	NO
Septage Spreading and/or Storage	NO	NO	NO	PB	NO	NO	NO	NO	NO
Shopping Center	NO	NO	PB	NO	PB	PB	PB	PB	NO
Sludge Spreading and/or Storage	NO	NO	NO	PB	NO	NO	NO	NO	NO
Telecommunications Facility	NO	NO	PB	PB	NO	NO	CEO/YES	CEO/YES	NO
Telecommunications Towers	NO	NO	PB	PB	PB	PB	PB	PB	PB
Veterinary Hospital	NO	NO	PB	PB	PB	PB	PB	PB	NO
Warehousing	NO	NO	PB	PB	NO	NO	CEO/YES	CEO/YES	NO
Wholesale Business	NO	NO	PB	NO	NO	PB	CEO/YES	CEO/YES	NO
Structure Accessory to Permitted Use	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES
Temporary Non-Conforming Structure or Use	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES
Use Similar to Use Requiring CEO Review & Permit	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES	CEO/YES
Use Similar to Use Requiring PB Review & CEO Permit	PB	PB	PB	PB	PB	PB	PB	PB	PB

1. R-1 Residential District.

The R-1 District encompasses most of the older residential neighborhoods and is located within convenient reach of business facilities. The District is expected to contain most of higher density single-family type dwellings likely to be needed by the community. Certain additional uses which meet the requirements of this Ordinance may be permitted which will contribute to balanced neighborhoods and enhance the attractiveness of the community.

2. R-2 Residential District.

The R-2 District encompasses most of the older residential neighborhoods and is located within convenient reach of business facilities. The R-2 District is expected to contain most of the multi-family or apartment type dwellings likely to be needed by the community. However, in harmony with the established neighborhoods, predominant land use will probably continue to be single-family residence. As in the R-1 District, certain additional uses which meet the requirements of this Ordinance may be permitted, which contribute to balanced neighborhoods and enhance the attractiveness of the community.

3. R-3 Residential District.

The R-3 District encompasses most of the area outside the urban center and is intended for the kinds of uses which have traditionally predominated in rural New England; forestry and farming, farm residence, and a scattering of varied uses not inconsistent with a generally open, non-intensive pattern of land use. The minimum lot size requirement is high in order to prevent over-development where public sewers are not feasible and where a full range of urban services can not be provided economically.

4. C-1 Commercial District.

The C-1 District is intended primarily for commercial uses to which the public requires easy and frequent access. Centrally located and at the center of the existing downtown business district, the C-1 District is intended to encourage the concentration of commercial development to the mutual advantage of customers and merchants.

5. C-2 Commercial District.

The C-2 District is intended primarily for commercial uses to which the public requires free and easy access and to provide for a wider range of associated activities in the business community than in the "C-1" District.

6. RC-2 Commercial District.

The RC-2 District is intended for commercial uses to which the public requires free and easy access. The lot size requirements are larger than other commercial Districts, since the area may not be serviced by public sewer, and the set back requirements are greater, since most RC-2 Districts are expected to be along major traveled roads.

7. I-1 Industrial District.

The I-1 District is to provide land which is conveniently located with respect to transportation and municipal services and where other conditions are favorable to the development of industry and which at the same time is so located as to prevent undesirable conflict with residential and business uses.

8. I-2 Industrial District.

The I-2 District is to provide land which is conveniently located to transportation facilities for business activities which require extensive land area, but do not require close proximity to residential and commercial areas of the community and to promote such land use in the community while at the same time locating such activity as to prevent undesirable conflict with residential and business uses and reduce traffic congestion in these areas.

9. H-1 Health Related District.

The H-1 District is intended primarily for health use or uses compatible with a hospital or health-related purpose. Located in the proximity of the Cary Medical Center, the H-1 District is intended to encourage the concentration of medically related development for efficient land use.

Historical Note: Land Use Table Amendments: Land Use Table was amended July 17, 2006; RC-2 Zone as amended September 24, 2007 and R-3 Zone, Automobile Uses as amended October 29, 2007; R-3 Zone as amended and R-4 Zone was deleted July 14, 2008; R2-A District dissolved – amended January 11, 2010; Agricultural Product Storage as amended February 13, 2012; Kennels as adopted February 13, 2012; Telecommunications Towers as adopted March 12, 2012; Home Occupations as amended March 25, 2013; Condominiums as adopted June 9, 2014.

Sec. 13-203 Establishment of Districts.

1. Zoning Districts.

A. For the purposes of this Ordinance, the City is hereby divided into the following Zoning Districts:

1. R-1 Residential District.

The R-1 District encompasses most of the older residential neighborhoods and is located within convenient reach of business facilities. The District is expected to contain most of higher density single-family type dwellings likely to be needed by the community. Certain additional uses which meet the requirements of this Ordinance may be permitted which will contribute to balanced neighborhoods and enhance the attractiveness of the community.

2. R-2 Residential District.

The R-2 District encompasses most of the older residential neighborhoods and is located within convenient reach of business facilities. The R-2 District is expected to contain most of the multi-family or apartment type dwellings likely to be needed by the community. However, in harmony with the established neighborhoods, predominant land use will probably continue to be single-family residence. As in the R-1 District, certain additional uses which meet the requirements of this Ordinance may be permitted, which contribute to balanced neighborhoods and enhance the attractiveness of the community.

3. R-3 Residential District.

The R-3 District encompasses most of the area outside the urban center and is intended for the kinds of uses which have traditionally predominated in rural New England; forestry and farming, farm residence, and a scattering of varied uses not inconsistent with a generally open, non-intensive pattern of land use. The minimum lot size requirement is high in order to prevent over-development where public sewers are not feasible and where a full range of urban services can not be provided economically.

4. C-1 Commercial District.

The C-1 District is intended primarily for commercial uses to which the public requires easy and frequent access. Centrally located and at the center of the existing downtown business district, the C-1 District is intended to encourage the concentration of commercial development to the mutual advantage of customers and merchants. In order to protect the integrity of the C-1 Commercial zone, residential dwelling space is not allowed on the first floor (street level) of buildings in the C-1 Zone. Accessory and incidental residential dwelling units may be developed on the floors other than the first floor (street level) with Site Design Review and Planning Board approval. No residential dwelling units may be developed in the basement (below street level) unless the entire building is constructed of approved noncombustible materials and in compliance with the Maine Uniform Building and Energy Code (MUBEC) as Type 1 or Type 2 Construction. Any residential dwelling unit in the C-1 Zone must meet all requirements of Sections 13-300 through 13-307 Site Design Review, 13-700 through 13-710 General Requirements for Land use, all requirements of the Life Safety Code (NFPA 101) and all requirements of the Caribou Building Code and the Maine Uniform Building and Energy Code (MUBEC).

5. C-2 Commercial District.

The C-2 District is intended primarily for commercial uses to which the public requires free and easy access and to provide for a wider range of associated activities in the business community than in the "C-1" District. In order to protect the integrity of the C-2 commercial zone, residential dwelling units are not allowed on the first floor (street level) of buildings in the C-2 Zone. Accessory and incidental residential dwelling units may be developed on the floors other than the first floor. Accessory and incidental residential dwelling units may be developed on the first floor (street level) with Site Design Review and Planning Board approval. Accessory and incidental residential dwelling units may be developed on the first floor only if 50% or greater floor space is maintained for commercial use with Site Design Review and Planning Board approval. Any residential dwelling unit in the C-2 Zone must meet all requirements of Sections 13-300 through 13-307 Site Design Review, 13-700 through 13-710 General Requirements for Land Use, all requirements of the Life Safety Code (NFPA 101) and all requirements of the Caribou Building Code and the Maine Uniform Building and Energy Code (MUBEC).

6. **RC-2 Commercial District.**

The RC-2 District is intended for commercial uses to which the public requires free and easy access. The lot size requirements are larger than other commercial Districts, since the area may not be serviced by public sewer, and the set back requirements are greater, since most RC-2 Districts are expected to be along major traveled roads.

7. **I-1 Industrial District.**

The I-1 District is to provide land which is conveniently located with respect to transportation and municipal services and where other conditions are favorable to the development of industry and which at the same time is so located as to prevent undesirable conflict with residential and business uses.

8. **I-2 Industrial District.**

The I-2 District is to provide land which is conveniently located to transportation facilities for business activities which require extensive land area, but do not require close proximity to residential and commercial areas of the community and to promote such land use in the community while at the same time locating such activity as to prevent undesirable conflict with residential and business uses and reduce traffic congestion in these areas.

9. **H-1 Health Related District.**

The H-1 District is intended primarily for health use or uses compatible with a hospital or health-related purpose. Located in the proximity of the Cary Medical Center, the H-1 District is intended to encourage the concentration of medically related development for efficient land use.

B. **Special Protection Overlay Districts.**

For the purposes of this Ordinance, Caribou hereby has two special protection overlay Districts; for the sand and gravel aquifers and for the Caribou Utility District's wellhead. The overlay Districts are intended to maintain safe and healthful environmental conditions; prevent and control water pollution; protect spawning grounds, fish, aquatic life, bird and other wildlife habitats; control building sites; provide visual and physical points of access to waters and areas of natural beauty; and to protect and maintain the quality of surface and ground waters. The overlay Districts shall be superimposed over underlying Districts and land uses are subject to **both** the standards in the underlying and the overlay Districts.

1. **Sand and Gravel Aquifer Overlay District.**

- a. This District includes sand and gravel aquifers as identified on the Maine Geological Survey "*Hydrogeologic Data for Significant Sand and Gravel Aquifers*" maps, as well as, a 75' buffer drawn around the known boundaries of these aquifers (buffers shall be updated as the aquifer mapping is updated).
- b. All future non-residential land uses on the aquifer and within the 75' buffer shall be subject to the review and approval of the Planning Board.
- c. All construction or activity involving the displacement of soil on the aquifer and within the 75' buffer shall follow soil erosion control measures as outlined in appropriate Best Management Practices.

n. Agriculture/Open Space/Power Lines.

1. Soil tests shall be used to determine proper amounts of nutrients and limestone (pH adjustment).
2. Nutrients shall be applied uniformly and only at levels required.
3. Split fertilizer applications should be used for new planting, where possible.
4. A slow release form of fertilizer should be used, where possible.
5. Nutrients shall not be applied to very shallow soils or exposed bedrock.
6. Chemical fertilizer application equipment shall be calibrated.
7. Irrigation shall be scheduled to minimize leaching potential.
8. Limit applications of nitrogen fertilizers to the spring or fall.
9. Nutrients shall not be applied during winter months when ground is frozen or snow covered.
10. Fertilizers and manure shall be stored in properly located and constructed facilities during periods when application is not suitable.
11. All federal and state laws regulating pesticides shall be followed.
12. Material safety data sheets shall be kept accessible.
13. Application of fertilizers and pesticides shall be accomplished by certified applicators.
14. Secure, safe storage shall be provided for used pesticide containers and dispose of containers in accordance from federal and state law.

o. Silvaculture.

1. Silvicultural Chemical Handling and Storage.

- a. For the spillage or disposal of oils, fuels, coolants or hazardous wastes on the ground during maintenance or repair, the appropriate collection and disposal of such substances shall take place;
- b. The Best Management Practices for Chemical Use and Storage should be followed;
- c. The Best Management Practices for Waste Disposal shall be followed; and
- d. Salt/sand storage areas shall be covered.

2. Rules Governing District Boundaries.

Where uncertainty exists as to the boundaries of Districts as shown on the Official Zoning Map the following rules shall apply.

- A. Boundaries indicated as approximately following the center lines of roads, highways, alleys, railroad rights-of-way, rivers, or streams shall be construed to follow such center lines.
- B. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.
- C. Boundaries indicated as approximately following City limits shall be construed as following such limits.
- D. Boundaries indicated as following shorelines shall be construed to follow such shorelines, and in the event of change in the shoreline shall be construed as moving with the actual shoreline.
- E. Sources for the delineation of the Special Flood Hazard areas shall be the Caribou Flood Insurance Map.
- F. Sources for the delineation of the Aquifer Protection District shall be the latest edition of the Maine Geological Survey "*Hydrogeologic Data for Significant Sand and Gravel Aquifers*".
- G. Boundaries indicated as parallel to or extensions of features indicated in subsections A through D above shall be construed as being parallel to or extensions of such features. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map.
- H. Where physical or cultural features existing on the ground are at variance with those shown on the Official Zoning Map, or other circumstances not covered by subsections A through G above, the Board of Appeals shall interpret the District boundaries.

3. Lots Divided by District Boundaries.

When a lot of record is divided by a use District zoning boundary, other than the boundary to an overlay zone, the following rules shall apply:

- A. On lots of two (2) acres or less in area, the lot shall be used as if the entire lot were in the District which comprises the larger portion.

B. On lots larger than two (2) acres, the District regulations shall be followed in each portion.

Historical Note: Section 13-203, § 1A (6 & 7) as amended March 26, 2007; Section 13-203, R2-A district dissolved January 11, 2010; Section 13-203 was amended to replace 1996 BOCA with MUBEC February 14, 2011.

Sec. 13-204 District Regulations.

1. Basic Requirement.

Permitted Uses and Uses requiring Site Design Review in all Districts shall conform to all applicable specifications and requirements. A Plumbing Permit, Building Permit, and/or Certificate of Occupancy shall be required for all buildings, uses of land and buildings, and sanitary facilities, according to the provisions of this Ordinance.

2. Land Use Requirements.

Except as hereinafter specified, no building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, moved, or altered and no new lot shall be created unless in conformity with all of the regulations herein specified for the District in which it is located, unless a variance is granted.

3. General Requirements for Specific Districts.

A. All Districts.

No stable or barn, where allowed, shall be closer than 100 feet to any property line.

B. R-1 and R-2 Districts.

1. All premises and exterior property shall be maintained by the property owner or their authorized agent free from weed growth in excess of ten (10) inches. Noxious weeds shall be prohibited.
2. No motorized vehicle that is not currently or properly registered or which is unserviceable, discarded, worn out, or junked; or motorized vehicle bodies, parts, or engines shall be gathered together or parked upon any residential property, except when the vehicle is within a garage or other structure that complies with the building code of the City.
3. No motorized vehicle, or parts thereof, shall be displayed or offered for sale, trade, or lease for a period not to exceed ninety (90) days, in aggregate, in a calendar year.

C. R-C-2 Commercial District.

Any commercial use allowed in the C-1 and C-2 Districts shall be allowed in the RC-2 District.

4. District Regulations.

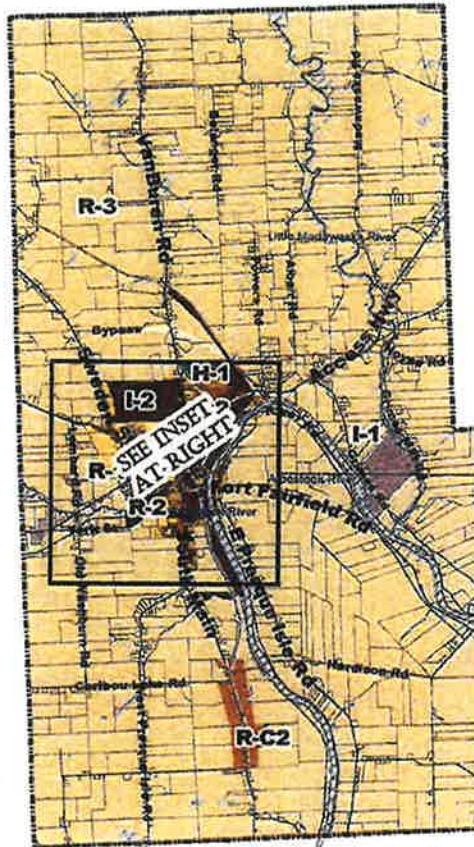
Land uses in conformance with the provisions of this Ordinance are shown in the following table.

CEO	=	Requires both Site Design Review and a permit from the CEO.
PB	=	Requires Site Design Review by the Planning Board and a permit from the CEO.
NO	=	Not permitted.

Historical Note: Section 13-204 §3 as amended March 26, 2007; Section 13-204, R2-A District dissolved January 11, 2010.



Caribou City Official Zoning Map - 2018



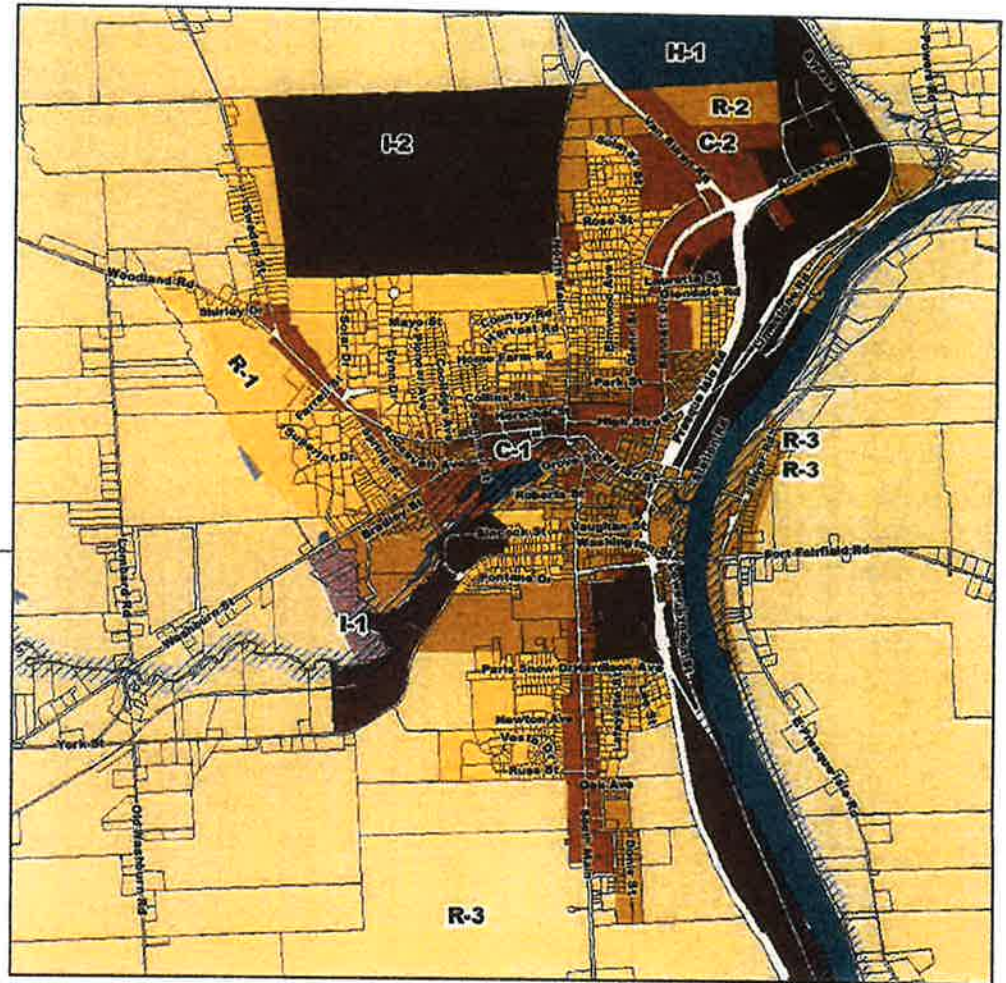
Legend

- Township Boundaries
- Caribou Rivers
- ponds
- Parcel Boundaries
- Shoreland Zone
- Zoning Districts
- Zone
- (C-1) Downtown Commercial
- (C-2) General Commercial
- (R-C2) Rural Commercial
- (H-1) Hospital
- (I-1) Light Industry
- (I-2) Industry
- (R-1) Residential Single Family
- (R-2) Residential Mixed Housing
- (R-3) Rural Mixed Uses

Revised: December 30, 2017 by Caribou City Planning & Zoning
Date: All data derived from Caribou City GIS data as of 12/30/17.
Software: CADaM 12.1
Hardware: HP Pavilion, Intel i5 (CPU) & 7200 CPU @ 2.50GHz with 12GB RAM
This map is for general reference purposes only. No warranty of data or representation of such results is made. No liability is assumed for any errors or omissions. Caribou City Planning & Zoning Office is not responsible for any errors or omissions. Caribou City Planning & Zoning Office is not responsible for any errors or omissions. Caribou City Planning & Zoning Office is not responsible for any errors or omissions.

2017 Map Amendments
By official action of the City, the following changes were made:

- Ordinance No. 3, 2017 Series, adopted July 10, 2017, effective July 24, 2017, rezoned approximately 211 acres along Anders Highway from Old Street to the Madawaska River from R-C2 to R-3.
- Ordinance No. 4, 2017 Series, adopted July 10, 2017, effective July 24, 2017, changed the northwest section of the Slippy Road Subdivision, LOT R2, to C-2 from R-2 along the eastern side of Spruce Street.
- Ordinance No. 5, 2017 Series, adopted October 15, 2017, effective October 24, 2017, rezoned 0.03 acres from I-2 to R-3 at 47 York Street.
- Ordinance No. 6, 2017 Series, adopted October 15, 2017, effective October 24, 2017, rezoned 10.8 acres from R-1 to R-3 at 30 Lee Street.
- Ordinance No. 11, 2017 Series, adopted November 27, 2017, effective December 11, 2017, rezoned approximately 85 acres from Commercial C-2 to Residential R-3 along Main Street between Profile Street and 400 South Main Street.
- Ordinance No. 12, 2017 Series, adopted November 27, 2017, effective December 11, 2017, rezoned approximately 17 acres from R-1 to R-3 between Collins Road and Spruce Street.



Scale: 0 0.125 0.25 0.5 1
North Arrow

This is to certify that this is the Official Zoning Map of the Town of Caribou, Maine.
Caribou City Planning & Zoning Office
Date: 12/30/17

**Caribou Solar Power
LLC. Abutters List
04/24/2020**

Michael Michaud 4418 FM 981 Leonard, TX 75452	C/O Darlene E. Getchell, Trustee 340 Cornman Road Carlisle, PA 17013
William Belanger 19 Montgomery Ave. Caribou, ME 04736	County Electric Inc. P.O. Box 954 Caribou, ME 04736
James Bacon 173 Washburn Street Caribou, ME 04736	Robert G. Plourde 10 Grimes Mill Road, Caribou, ME 04736
City of Caribou 25 High Street Caribou, ME 04736	Rose Marie Cameron 242 Washburn Road Caribou, ME 04736
C/O Jean Pierre Levasseur P.O. Box 895 Caribou, ME 04736	Carl Soderberg 460 York Street Caribou, ME 04736
Aroostook Foods, Inc. 166 Washburn Road Caribou, ME 04736	Patrick Randolph 216 Washburn Road Caribou, ME 04736
Pelletier Property Services, LLC. 137 Bennett Drive, Suite 2 Caribou, ME 04736	Claire Randolph P.O. Box 335 Caribou, ME 04736
Stoneland Cooler, LLC. P.O. Box 717 Caribou, ME 04736	Caribou Solar Power LLC. 137 Bennett Drive, Suite 2 Caribou, ME 04736
Will-Turn Farms, LLC. P.O. Box 264 Washburn, ME 04786	Bearce Carter Oil Co. 11 Birdseye Avenue Caribou, ME 04736
Dale Randolph P.O. Box 483 Caribou, ME 04736	EMERA Maine P.O. Box 932 Bangor, ME 04402-0932

**Caribou Planning Board
Notice of Public Hearings**

**Thursday, May 14, 2020 at 5:30 pm
City Council Chambers at the City Office, 25 High Street**

To: Owner of Record within 500' of the Public Hearing property

From: Caribou Planning Board

Date: April 24, 2020

Re: The Caribou Planning Board will hold a Public Hearing on Thursday, May 14, 2020 at 5:30 pm in the City Council Chambers at the Caribou City Office located at 25 High Street. The side door (nearest the bank) will be open to the public to attend the meeting.

Public Hearing: A Use Permit Application from Caribou Solar, LLC. to apply a Solar Array on Map 007 Lot 032, 192 Washburn Street

Additional information about the Public Hearing may be posted at the City's website seven days prior to the meeting:

<http://www.cariboumaine.org/government/planning-board-minutes-and-agendas/>

To view tax maps, zoning maps, the local ordinance or other information, please visit the Code Enforcement page at the City's website:

<http://www.cariboumaine.org/index.php/departments/code-enforcement/>

Interested individuals are encouraged to attend.

Best Regards,

Ken Murchison
Zoning Administrator/CEO



City of Caribou Site Design Review Application

Planning & Code Enforcement
25 High St.
Caribou, Maine 04736
(207) 493 - 3324 X 214
kmurchison@cariboumaine.org

Note to Applicant: Complete this application and return it with the required documents. In addition, the required fee must be returned along with this completed application. Make checks payable to: "City of Caribou", in the amount of \$90.00 plus \$10.00 per 2000 square feet of total gross floor area for commercial, industrial or other non residential applications.

Please print or type all information

Name of Property Owner / Developer: Caribou Solar Power, LLC

Development Name: Caribou Solar

Location of Property (Street Locations): 192 Washburn Street

City of Caribou Tax Map: 4 Lot: 32 Zone: I1/RB

Site Design Review Application - City of Caribou, Maine

Site Design approval will not be considered complete until the Planning Board has determined it has all of the necessary information to review the proposal and render a decision. You are advised to meet with the Code Enforcement Officer prior to completing the application as it may not be necessary to comply with all of the items shown on the form. The review of your application shall consist of at least (2) two presentations to the Planning Board and possibly additional presentations until all required information has been provided. A "Performance Bond" may be required prior to approval of this project.

Applicant Information

Please provide a brief description of this project.

This will be a 4875KW Photovoltaic Ground Mount System.
Commerical Solar Farm

Person and address to which all correspondence regarding this application should be sent to:

Shawn Pelletier

Phone: (207) 498-8332 x302

137 Bennett Dr. Suite 2

Caribou, ME 04736

E-mail: Shawn.pelletier@csmgntinc.com

If applicant is a corporation, check if licensed in Maine (☒) Yes (☐) No
(Attach copy of Secretary of State Registration)

Name of Land Surveyor, Engineer, Architect or other Design Professionals. (attach list if needed)

Dale Blackstone

Phone: (207) 498-3321

RLC Engineering

Phone: (207) 621-1077 x 220

Justin Dodd, senior project manager

What legal interest does the applicant have in property to be developed (ownership, owners representative, option, purchase & sales contract, etc?)

ownership

(Attach supportive legal documentation)

General Information

Aroostook County Registry Deeds: Book # 5977 Page # 94 (attach copy of deed)

What interest does the applicant have in any abutting property? none

Is any portion of the property within 250 feet of the normal high water line of a lake, pond, river, or wetland or within 75 feet of any stream? (☒) Yes (☐) No

Is any portion of the property within a Flood Hazard Zone? (☐) Yes (☒) No

Total area or acreage of parcel: 57 Total area or acreage to be developed: 20

Has this land been part of subdivision in the past five years? (☐) Yes (☒) No

Identify existing use(s) of land (farmland, woodlot, residential, etc.) Vacant land, not currently being utilized

Indicate any restrictive covenants to be placed in the deed -- (Please attach list) n/a

Does the applicant propose to dedicate any recreation area, or common lands? (☐) Yes (☒) No

Recreation area(s) Estimated Area & Description: N/A

Common land(s) Estimated Area & Description: N/A

Anticipated start date for construction: month / year 7 / 20 Completion: 12 / 20

Does any portion of the proposal cross or abut an adjoining municipal line? ☐ Yes ☒ No

Does this development require extension of public services? ☐ Yes ☒ No

Roads: _____ Storm Drainage: _____ Sidewalks: _____ Sewer Lines: _____ Other: _____

Estimated cost for infrastructure improvements: \$ N/A

Water Supply: Private Well: ☐ Public Water Supply: ☐

Sewerage Disposal: Private SSWD: ☐ Public Sewer: ☐

Estimated sewerage disposal gallons per day: (_____/ day)

Does the building require plan review by the State Fire Marshal Office? ☐ Yes ☒ No
(Attach Barrier free and Construction Permits from SFMO)

Have the plans been reviewed & approved by the Caribou Fire Chief? ☐ Yes ☒ No

Does the building have an automatic sprinkler system? ☐ Yes ☒ No

Does the building have an automatic fire detection system? ☐ Yes ☒ No

Will the development require a hydrant or dry hydrant fire pond? ☐ Yes ☒ No

Concept Plan Review Criterion

The Planning Board shall review applications first as a Concept Plan. Concept Plan Review is intended to insure the proposed plan is in conformance with the Caribou Comprehensive Plan and all City Ordinances. The completed application and concept plans shall be delivered to the Code Enforcement Office no less than 21 days prior to the first day of the next month. The Chairman of the Planning Board shall determine the schedule and agenda of the next meeting when the application and plans will receive Concept Plan Review. At a minimum, Concept Plan applications shall include the following:

1. _____ Name and address of the owner of record and applicant (if different).
2. _____ Name of the proposed development and location.
3. _____ Names and addresses of all property owners within 500 feet of the property.

4. _____ A copy of the deed to the property, option to purchase the property, or other documentation to demonstrate right, title, or interest in the property on the part of the applicant.
5. _____ Names and addresses of all consultants working on the project.
6. _____ 1 complete set of plans, 24" X 36" & 10 complete sets of plans, 11" X 17"
Plans to be included:
 - Boundary Survey
 - Storm Water Management
 - Erosion and Sediment Control
 - Finish Grading Plan
 - Site Improvement Detail
 - Building Elevations and Structural Plans

7. **Plans to show the following elements for review:**

- _____ a. Graphic scale and north arrow.
- _____ b. Location and dimensions of any existing or proposed easements and copies of existing covenants or deed restrictions.
- _____ c. Name, registration number, and seal of the land surveyor, architect, engineer, and/or similar professional who prepared the Plan.
- _____ d. All property boundaries, land area, and zoning designations of the site, regardless of whether all or part is being developed at this time.
- _____ e. Size, shape, and location of existing and proposed buildings on the site including dimensions of the buildings and setbacks from property lines.
- _____ f. Access for Emergency Vehicles, location and layout design of vehicular parking, circulation areas, loading areas, and walkways including curb cuts, driveways, parking space and vehicle turn around areas.
- _____ g. Location and names of streets and rights-of-way within 200' and adjacent to the proposed development.
- _____ h. Proposed finish grades and graphic arrows indicating the direction of storm water runoff.
- _____ i. Conceptual treatment of on and off site storm water management facilities.
- _____ j. Location and sizes of existing and proposed sewer and water services including connections.
- _____ k. Conceptual treatment of landscaping buffers, screens, and plantings.
- _____ l. Location of outdoor storage areas, fences, signage and accessory structures.
- _____ m. Context map illustrating the area surrounding the site which will be affected by the proposal including all streets, sidewalks, intersections, storm water drainage ways, sanitary sewer lines and pump stations, nearby properties and buildings, zoning Districts, and geographic features such as, but not limited to, wetlands, natural features, historic sites, flood plains, significant scenic areas, and significant wildlife habitats as provided in the Comprehensive Plan.

- n. All proposed signage and exterior lighting including the location, size and wording of all signs, type of exterior lights, radius of light, manufacturer's specifications sheet, and the ground level intensity in foot- candles of all exterior lights.

Final Site Design Plan Requirements

Following approval of the Concept Plan Review, the Planning Board may by majority vote schedule the Site Design Application for Final Plan Review. Final Plan Review must be at least 30 days following Concept Plan Approval. If additional information is required by the Planning Board following the Concept Plan Review, a complete set of revised plans shall be provided for final review and approval. If additional information or a change of information is required, the revised plans shall be delivered to the Code Enforcement Office at least 21 days prior to the next scheduled meeting.

Final Site Design Plan Review shall require three (3) 24" X 36" sets of plans for Board Signatures.

If the Planning Board determines that third party review will be necessary to make a sound decision, the applicant will be responsible for any fees incurred for the third party review.

During the Final Site Design Review the Chairman or designee shall determine that all of the elements of review 7-a., through 7-n. above have been addressed. The chair may then call for a motion.

If the Final Plan is approved by the Planning Board, no work may commence for a period of 30 days following the date of approval.

Final Site Design Plans shall provide an area designated for all seven Planning Board members signatures.

Applicant Signature:

To the best of my knowledge, all of the information submitted in this application is true and correct.

Signature of Applicant: _____

Date: 5/12/20

Final Site Design Review Criteria by Planning Board

Date: _____	<u>Yes</u>	<u>No</u>	<u>N/A</u>
A. Conformance with Comprehensive Plan	_____	_____	_____
B. Traffic	_____	_____	_____
C. Site Access	_____	_____	_____

D.	Parking & Vehicle Circulation	<u> </u>	<u> </u>	<u> </u>
		<u>Yes</u>	<u>No</u>	<u>N/A</u>
E.	Pedestrian Circulation	<u> </u>	<u> </u>	<u> </u>
F.	Site Conditions	<u> </u>	<u> </u>	<u> </u>
G.	Open Space	<u> </u>	<u> </u>	<u> </u>
H.	Sanitary Sewage	<u> </u>	<u> </u>	<u> </u>
I.	Water	<u> </u>	<u> </u>	<u> </u>
J.	Emergency Vehicle Access	<u> </u>	<u> </u>	<u> </u>
K.	Waste Disposal	<u> </u>	<u> </u>	<u> </u>
L.	Buffering	<u> </u>	<u> </u>	<u> </u>
M.	Natural Areas	<u> </u>	<u> </u>	<u> </u>
N.	Exterior Lighting	<u> </u>	<u> </u>	<u> </u>
O.	Stormwater Management	<u> </u>	<u> </u>	<u> </u>
P.	Erosion & Sediment Control	<u> </u>	<u> </u>	<u> </u>
Q.	Buildings	<u> </u>	<u> </u>	<u> </u>
R.	Existing Landscaping	<u> </u>	<u> </u>	<u> </u>
S.	Infrastructure	<u> </u>	<u> </u>	<u> </u>
T.	Advertising Features	<u> </u>	<u> </u>	<u> </u>
U.	Design Relationship to Site	<u> </u>	<u> </u>	<u> </u>
	& Surrounding Properties	<u> </u>	<u> </u>	<u> </u>
V.	Scenic Vistas & Areas	<u> </u>	<u> </u>	<u> </u>
W.	Utilities	<u> </u>	<u> </u>	<u> </u>
X.	Mineral Exploration	<u> </u>	<u> </u>	<u> </u>
Y.	General Requirements (Pg. 859)	<u> </u>	<u> </u>	<u> </u>

Caribou Solar Power, LLC

WARRANTY DEED

COPY

WARRANTY DEED

Nivek Corp., a Maine corporation duly organized and existing under the laws of the State of Maine, having a place of business at Fort Fairfield, in the County of Aroostook and State of Maine, for consideration paid grants to Caribou Solar Power, LLC, a Maine Limited Liability Company, having a place of business at Caribou, in the County of Aroostook and State of Maine, the following described real estate, with warranty covenants, to wit:

A certain lot or parcel of land situate in Caribou, in the County of Aroostook and State of Maine, and being more particularly bounded and described as follows, to wit: Beginning at an iron pipe at Station 1013+87.19, fifty feet (50') right, Project S-0330(3), State Highway Commission, Caribou, Maine (which Project is hereinafter referred to as "Project"), and said point of beginning being also the Northwesterly corner of that parcel conveyed by Herschel D. Collins to Elbridge G. Farrell according to Deed recorded in the Southern District of the Aroostook Registry of Deeds in Vol. 141, Page 41, excluding the public way from the center line to the Southerly limit of Route 164 right of way (the highway leading from Caribou to Washburn) as existed December 10, 1980; thence North eighty degrees six minutes East (N 80° 6' E) along the Southerly limit of said Route 164 right of way limit five hundred eighty-nine and eight-tenths (589.8) feet, more or less, to the Northwest corner of real estate conveyed to Maine Public Service Company by deed of L & S Sales, Inc., dated May 13, 1986 as recorded at the Southern Aroostook Registry of Deeds in Vol. 1865, Page 198; thence South nine degrees fifty-four minutes East (S 9° 54' E) a distance of two hundred sixty (260) feet to an iron pipe at the Southwest corner of land conveyed to Maine Public Service Company as aforesaid; thence South twenty-four degrees seven minutes East (S 24° 7' E) a distance of six hundred fifty (650) feet; thence in an Easterly direction and parallel with the center line of said Route 164 to the center of Mile Brook Stream, so-called, as it existed December 10, 1980; thence down Mile Brook Stream to the center of Caribou Stream, so-called; thence Southerly and Westerly along the center of Caribou Stream to the Southwesterly corner of that parcel of land conveyed as aforesaid by Herschel D. Collins to Elbridge G. Farrell; thence North nineteen degrees East (N 19° E) along the Westerly line of that parcel conveyed as aforesaid by Herschel D. Collins to Elbridge G. Farrell one thousand three hundred twenty-one and two-tenths feet (1,321.2') to an iron pipe at the point of beginning. All bearings are magnetic and calculated from a compass bearing taken along the Westerly line of the premises hereinbefore described.

Excepting and reserving out of this conveyance a pole line easement as conveyed by Deed from L & S Sales, Inc., to Maine Public Service Company dated May 13, 1986, and recorded in said Registry of Deeds in Vol. 1885, Page 201, and which pole line easement so conveyed is shown on the revision of the plan referred to above and which plan as revised, as aforesaid, is in said Registry of Deeds in Book of Plans Volume 37, Page 28A.

Also hereby conveying unto the said Caribou Solar Power, LLC, the Grantee herein, its successors and assigns, the right to run sewer pipes from the above described premises to the sewer line located on land owned or occupied, now or late, by HFP, Inc., said sewer connection being located North of the line described above as running from the Maine Public Service Company easement line to Mile Brook. Also hereby conveying the right to install, repair and maintain such sewer pipes or lines.

Being the same premises conveyed to Happy Farms, Inc., by Warranty Deed of HFP, Inc., dated September 10, 1998, and recorded at the Southern Aroostook Registry of Deeds in Vol. 3219, Page 5.

EXCEPTING AND RESERVING, therefrom, however, the following described premises conveyed by said Happy Farms, Inc., to Patrick B. Randolph and Susan J. Randolph by joint tenancy Warranty Deed dated October 3, 2000, and recorded at said Registry of Deeds in Vol. 3452, Page 29 bounded and described as follows:

A certain lot or parcel of land situated on the Southerly side of the Washburn Road One Thousand Three Hundred (1,300) feet, more or less, Westerly from the intersection of the Southerly line of the Washburn Road and Mile Brook Stream, so-called, and being a part of Lot Twelve (12) in Township "H", Range 2, now Caribou, Aroostook County, Maine and being further bounded and described as follows, to wit:

Beginning at an iron pipe set at the Northwestern corner of land formerly of Happy Farms, Inc., as recorded in the Southern District of the Aroostook County Registry of Deeds in Book 3219, Page 5, which pipe was set to re-monument the said Northwestern corner as shown on a plan of survey entitled, "Standard Boundary Survey, CIII, Part of Lot 12 (H-TWP), Caribou, Aroostook County, Maine" as surveyed by Lee A. Doody, Jr., April 11, 1986, which plan is not recorded, and also shown on another plan of survey entitled, "Part of Lot 12, 13, 17, 18 ("H" T.W.P.), Caribou-Aroostook-Maine, For: Cyr Bro's. Meat Packing, Inc." as surveyed by Lee A. Doody, Jr., Revised April 28, 1986 and recorded in Plan Book 37, Page 28A, said pipe also marks the Northeasterly corner of land of Patrick B. Randolph and Susan J. Randolph, as recorded in Book 2377, Page 49; thence on a Maine State Grid North bearing of North 58° 53' East along the Southerly line of Route 164, also known as the Washburn Road, as shown on a Maine Department of Transportation Right of Way Map S.H.C. File No. 2-197, sheet 6 of 7, 11.4 feet to an iron pipe set; thence South 2° 07' East 250.0 feet to an iron pipe set; thence South 58° 53' West 11.4 feet to an iron pipe set at the Southeasterly corner of land of Patrick B. Randolph and Susan J. Randolph; thence North 2° 07' West along the land of Randolph 250.0 feet to the point of beginning. Containing 0.05 acres.

All iron pipes set are 1 inch by 36 inch black iron pipe set 2 to 2 ½ feet into the ground, unless otherwise noted, with a yellow identification cap #1219 affixed to the top.

Being the same premises conveyed to NORTHERN STORAGE, INC., by Warranty Deed of HAPPY FARMS, INC., dated October 4, 2000, and recorded at said Registry of Deeds in Vol. 3446, Page 1, excluding, however, the express prohibition and penalty clause recited in said instrument, which was included therein in error, and all rights thereto having been released to NORTHERN

STORAGE, INC., by AYER PROPERTY NUMBER TWO, INC., MAINE PACKERS, INC., HEALTHY FOOD PRODUCTS, INC., f/k/a HFP, INC., and HAPPY FARMS, INC. by Release Deed dated July, 2006, acknowledged July 21, 2006, of record in the aforesaid Registry in Vol. 4319, Page 190 as of August 4, 2006 at 11:48 A.M.

Said premises above described and herein conveyed are known as Tax Map 7, Lot 32, City of Caribou Tax Assessors' Maps.

Meaning and intending hereby to convey the same premises conveyed to said Nivek Corp. by Warranty Deed of Northern Storage, Inc., dated September 30, 2006, and recorded in the Southern Aroostook Registry of Deeds in Book 4349, Page 216, reference thereto being made and had.

This conveyance is made subject to the 2020 real estate taxes, which taxes are to be prorated between the parties based on a tax year of January 1st through December 31st.

IN WITNESS WHEREOF, the said Nivek Corp., has caused this instrument to be signed by Kevin P. Bouchard, in his capacity as President, this 7th day of January, 2020.

Signed, Sealed and Delivered
in presence of

NIVEK CORP.

By: Kevin P. Bouchard
Kevin P. Bouchard
President, Duly Authorized

STATE OF MAINE
AROOSTOOK, ss.

January 7, 2020

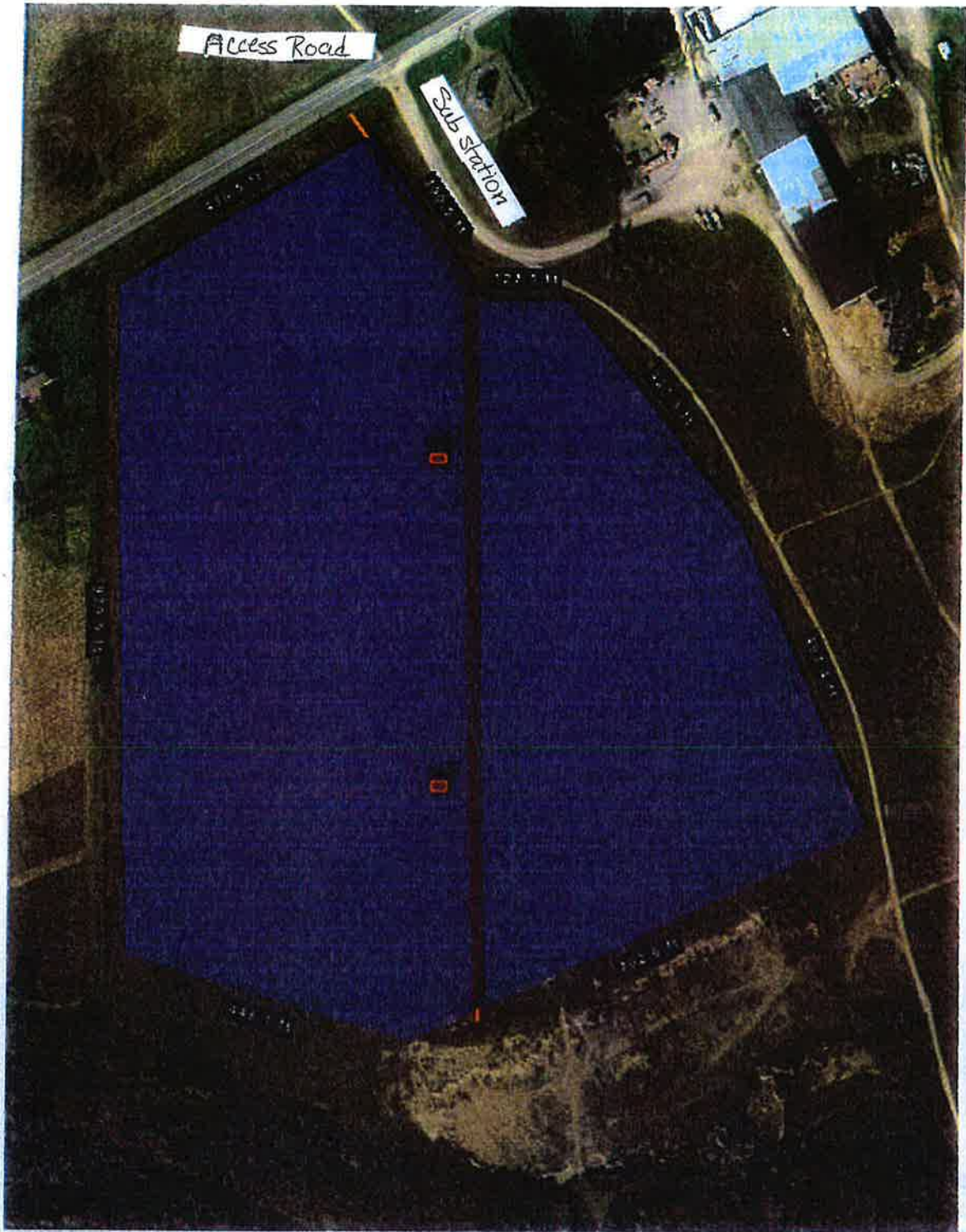
Personally appeared the above named Kevin P. Bouchard, in his said capacity, and acknowledged the foregoing to be his free act and deed, by him signed and sealed, and the free act and deed of said Nivek Corp.

Before me,

Brent A. York
(Type Name): Brent A. York
NOTARY PUBLIC Attorney-at-law
Commission Expires: Bar #6837

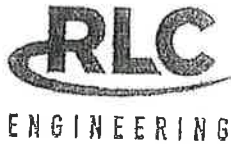
Caribou Solar Power, LLC

SITE DESIGN



Caribou Solar Power, LLC

ENGINEERING AGREEMENT



Main Office
267 Whitten Road
Hallowell, ME 04347
Tel: (207) 621-1077
Fax: (207) 621-1177

PROPOSAL FOR SOLAR DESIGN SUPPORT

SOLAR ENGINEERING SERVICES

1/16/2020

To: Carl Soderberg
Caribou Solar Power, LLC
137 Bennett Drive
Caribou, ME 04735
P: (207) 498-6300

From: Justin Dodd, PMP
Senior Project Manager
RLC Engineering, PLLC
360 US Route 1
Falmouth, ME 04105
Office: 207-621-1077, x220

Introduction:

On behalf of RLC Engineering, PLLC (RLC), we are pleased to present Caribou Solar Power, LLC (Caribou Solar) with a proposal to provide Chapter 324 Interconnection Application & Electrical Design Support for the Caribou Maine Project.

Scope of Work:

Item 1 - Chapter 324 Interconnection Application Revision

Develop MPUC Chapter 324 Interconnection applications as needed and associated documentation (inclusive of one line and site plan). Review and comment on Interconnection studies and agreements with the respective utility for any transmission and interconnect facilities for approval.

Item 2 - Electrical Design

Item 1 - Detailed Design, Issue for Construction Design, Site Close-Out Package

Detail Design Elements:

- a. Panel Layout/Stringing Plans
- b. Combiner Tables
- c. Conduit Plans
- d. Detail Sheets



Solar Design Support
Caribou Solar Power, LLC
1/16/2020
Page 1 of 2

4/6

- e. AC Collector System
- f. Issue for Review (90% IFR Design Drawings Package in PDF files)
- g. Issue for Construction (IFC - PE Stamped Design Drawings Package in PDF files)

Close-Out Package:

- a. Final Drawing List
- b. Project As-Recorded Drawings Package in PDF files (per contractor red lines provided)
- c. Equipment Manufacturers' Instruction Books/Commissioning Reports in PDF files

Clarifications & Assumptions:

- a. RLC is not responsible for performance metrics or LDs of any type.

Out of pocket expenses, including travel, meals and living expenses, express mailing costs, and reproduction and printing services, should they be required, will be billed at actual cost.

RLC appreciates the opportunity to submit this proposal to Caribou Solar Power, LLC. The structure of this proposal, as referenced above, is in accordance with Consultant Services Agreement signed between our two companies. Should you require further information, please contact me at 207-621-1077, x220. We look forward to working with you on this program!

Respectfully,

Justin Dodd

Justin Dodd, PMP
Senior Project Manager

If the proposal above is agreed upon, please have an authorized representative sign below as a notice to proceed the work.

Caribou Solar Power, LLC

Name: CARL SODERBERG

Title: PARTNER

Date: 1-20-20

RLC Engineering, PLLC

Name: _____

Title: _____

Date: _____





ENGINEERING

CONSULTANT SERVICES AGREEMENT

This Agreement is made as of the 16th day of January 2020 by and between RLC Engineering, PLLC (hereinafter "Consultant") a Maine Professional Limited Liability Company, with its principal offices at 267 Whitten Road, Hallowell, Maine and Caribou Solar Power, LLC (hereinafter "Company") with its principal offices at 137 Bennett Drive, Caribou, Maine.

The parties, for mutual consideration and promises given, agree as follows:

Section 1. Services

Consultant shall provide services as described in Exhibit A attached to this Agreement.

Section 2. Price and Terms of Payment

The Company agrees to pay Consultant on a Time and Material basis with a not to exceed cost as defined in each specific Company Purchase Order. All charges shall be consistent with the fee schedule described in Exhibit B attached to this Agreement. Any tax or other governmental charge currently imposed upon the services provided hereunder shall be borne by the Consultant. Consultant shall preserve all records of costs and original documentation and, if requested by Company, provide a copy of said records upon presentation of its invoices. Invoices will be submitted monthly and are payable within thirty (30) days of receipt. Interest on any late payment shall accrue at a rate of 1.5% per month. Company shall be liable for the costs of collection for any late payment, including attorney's fees.

Section 3. Standard of Care

Consultant shall perform its services with care, skill, and diligence in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, plans, information, specifications, and other items and services furnished under this Agreement. Consultant shall comply with all applicable federal, state & local laws, ordinances, codes, and regulations in performing its services.

Section 4. Independent Contractor

Consultant shall be an Independent Contractor. Consultant shall supervise the performance of its own services and shall have control of the manner and means by which its services are performed, subject to compliance with this Agreement and any plans, specifications, schedules, or other items approved by the Company.

Section 5. Assignment

Consultant shall not subcontract or assign this Agreement, or otherwise dispose of its right, title, or interest therein or any part thereof to any person, without obtaining the prior written consent of the Company.

Section 6. Indemnity

Consultant shall indemnify, defend and hold Company, its owners, managers and employees, harmless against all direct losses, damage, claims or demands including all attorney's fees, of every kind and character, arising in favor of consultant or any third party (including personnel furnished by Consultant or any subcontractor to Consultant), whether for injury or damage to persons, loss of life or damage to property, arising out of, or claimed to arise out of or in any way connected with work performed pursuant to this Agreement by Consultant or by its employees, agents or independent contractors, but only to the extent caused by the gross negligence or willful misconduct of Consultant. Where both Company and Consultant are found to be negligent, then Company shall be responsible for its comparative share of all costs.

Under no circumstances shall either party to this Agreement be liable to the other for any indirect, special, consequential incidental or punitive damages of any kind, including loss of use. Except for claims of indemnification, and claims arising from Consultant's breach of confidentiality, Consultant shall not be liable to Company for more than the amounts paid and payable by Company to Consultant hereunder.

Section 7. No Third Party Beneficiary Rights

No provision of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third party beneficiary of the Contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 8. Insurance

- a) Consultant shall purchase and maintain such insurance as will protect Consultant from the losses or claims set forth below which may arise out of or result from Consultant's performance or obligations to perform under the Contract, whether such performance is by Consultant or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable:
1. claims under workers' compensation;
 2. claims for damages for bodily injury, occupational sickness or disease, or death of Engineer's employee;
 3. claims for damages insured by personal injury liability coverage;
 4. claims for damages for injury to or destruction of tangible property;

- b) The insurance required by the preceding paragraph shall be written for not less than the following limits or as required by law, whichever is greater.

LIABILITY COVERAGES

Commercial General Liability:	Required
Each Occurrence	\$1,000,000
Medical Expenses	\$ 5,000
Personal & Adverse Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

ADDITIONAL LIABILITY COVERAGES

Workers' Compensation and Employers' Liability:	Statutory
Employers' Liability - Each Accident	\$1,000,000
Employers' Liability / Disease - Each Employee	\$1,000,000
Employers' Liability / Disease - Policy Limit	\$1,000,000
Automobile Liability - Combined Single Limit	\$1,000,000
Professional Liability	\$2,000,000

Section 9. Ownership of Documents

All plans, specifications, calculations, reports and other documents prepared by Consultant exclusively for this Agreement (the Work Product) shall become the property of the Company, for Company's use solely on the specified project, upon payment in full of all outstanding invoices. At the Company's request, such documents shall be delivered to the Company upon completion of Consultant's services under this Agreement, or upon any termination of this Agreement.

Company shall indemnify Consultant against any damages or claims resulting from Company's unauthorized use of the Work Product on other sites or projects.

Section 10. Termination or Cancellation

- a) The Company may at any time in its sole discretion, cancel this Agreement in whole or in part, by giving written notice of its intention to do so. In the event of such cancellation, Consultant shall be entitled to recover for all services performed prior to the date stated in the notice upon which such cancellation becomes effective, together with its reasonable documented extra costs incurred by reason of the cancellation. No amount shall be allowed, however, for anticipated profit on unperformed services.
- b) By written notice of default to Consultant, Company may terminate this Agreement in whole or in part in any one of the following circumstances:
1. If Consultant fails to perform its obligations under the Contract, or fails to make progress

so as to significantly endanger timely completion or performance of the Contract in accordance with its terms, and, Consultant does not cure such failure within thirty (30) days after receipt of written notice from the Company.

2. If Consultant shall: (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of Consultant or of all or a substantial portion of its assets; (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due; (c) make a general assignment for the benefit of creditors; (d) file a petition or answer seeking reorganization or an arrangement with creditors or seek protection of any insolvency law; or (e) take any action for the purpose of effecting any of the foregoing;
- c) In the event the Company terminates the Contract in whole or in part for default, the Company shall be entitled to take over and arrange for completion of performance of Consultant's services. Consultant shall be liable to the Company for all additional costs incurred by the Company for a Contract up to a maximum of 25% over and above the value of the Contract within the established scope of the Contract.
- d) Upon receipt of the Notice of Cancellation or Termination, Consultant shall:
 1. Immediately discontinue all services unless the notice directs otherwise; and
 2. Deliver immediately to the Company all reports, plans, specifications, data, estimates, summaries or other material and information, whether completed or in process, accumulated by Consultant in performance of services.
- e) Consultant may terminate this agreement for failure to pay by Company or for any material breach of the Agreement by Company that is not cured within five (5) days of receipt. In addition, Consultant reserves the right to stop work and/or terminate the agreement should Company fail to make any payments in accordance with the terms herein.

Section 11: Suspension

The Company may at any time at its sole option, by notice in writing to Consultant, suspend the performance of all or any portion of the Services. The Company will pay all reasonable and documented costs and expenses incurred by Consultant during any period of suspension, and subsequent start-up, as a result of or relating to such suspension. Reasonable efforts will be made by Consultant to minimize all such costs and expenses. Appropriate adjustments shall be made as required to any Schedules. Upon receipt of written notice to resume work, Consultant shall resume work on the suspended work in accordance with a schedule and compensation agreeable to the Company and Consultant.

Section 12: Dispute Resolution Procedures

If there is a dispute, controversy or claim arising out of or related to this Agreement, the disputing party shall provide the other party with written notice of the dispute and intent to mediate. The parties shall in good faith attempt to mediate the dispute within fifteen (15) days of receipt of that

notice. If the parties cannot resolve the issue amongst themselves, the dispute shall be mediated by a mediator mutually chosen by the parties and to occur in Portland, Maine, said mediation to occur within ninety (90) days. If the mediation is unsuccessful, the dispute, controversy or claim arising out of or related to this Agreement or the formation, breach, termination, or invalidity thereof shall be settled by submission to final, binding and non-appealable arbitration in accordance with the rules of the American Arbitration Association as then in effect without any right by any party to a trial *de novo* in a court of competent jurisdiction. The arbitration shall be conducted in Portland, Maine. Each party shall, except as otherwise provided herein, be responsible for its own expenses, including legal fees, incurred in the course of any arbitration proceeding. However the arbitrator may award fees and costs to the prevailing party. Parties seeking arbitration ("the Demanding Party") shall give notice of a demand to arbitrate (hereinafter referred to as "Demand") to the other party, (the "Non-Demanding Party"), and to the Association. The Demand shall include a statement of the nature of the dispute, copies, if any, of all supporting documentation in possession of the Demanding Party, a copy of this Section, and the name of the arbitrator selected by the Demanding Party. Within thirty (30) days after receipt of the Demand, the Non-Demanding Party shall give notice (hereinafter referred to as "Response") to the Demanding Party and to the Association of (i) any additional responses to be arbitrated, (ii) its answer and defenses to the issues raised by the Demanding Party, (iii) copies, if any, of all supporting documentation in the possession of the Non-Demanding Party, and (iv) the name of the arbitrator selected by the Non-Demanding Party. The two arbitrators selected by the parties shall select a third arbitrator who shall be a lawyer. This third arbitrator shall be the sole and only arbitrator of this dispute. The arbitrator shall proceed with the arbitration by giving notice to all parties of its proceedings and hearings in accordance with the Association's applicable procedures. Within fifty (50) days after the arbitrator has been appointed, an initial meeting among the arbitrator and counsel for the parties shall be held for the purposes of establishing a plan for administration of the arbitration. The parties agree that the arbitrator shall have no power to alter or modify any expressed provision of this Agreement or to render any award which by its terms effects any such alteration or modification. The decision of the arbitrator shall be final and as an award within the meaning of the Association's rules and judgment upon the arbitration award may be entered in the United States District Court for the District of Maine or any other Court having jurisdiction as if it were a judgment of that Court. Notwithstanding the foregoing, the parties specifically reserve the right to seek a temporary judicial restraining order, preliminary or permanent injunction, or other similar equitable relief with respect to (i) a violation of the confidentiality provisions of this Agreement; (ii) any failures by other party to comply with any post-termination obligations for which monetary compensation would not be adequate; (iii) any failure by the arbitrator or any parties to comply with the provisions of the Dispute Resolution Process; (iv) to preserve the status quo or prevent irreparable harm. The jurisdiction venue for any such action shall be Portland, Maine.

Section 13: Excusable Delays

Neither party shall be considered in default in the performance of its obligations herein to the extent that the performance of such obligations are delayed, hindered or prevented by any cause beyond the control of the Parties hereto which they could not have reasonably foreseen and guarded against. The lack of finances shall in no case be deemed to be beyond the control of either Party. Should Consultant be so delayed in the performance of its Services or by any events not occasioned by fault on the part of the Consultant, including failure of the Company to provide its undertakings in accordance with this Agreement, then Consultant shall, within fifteen (15) days from the beginning of such delay, notify the Company in writing of the cause of the delay.

Consultant will ascertain the facts and the effect of the delay on the time frames contained herein, and equitable adjustments shall be made by mutual agreement in the time frames and compensation.

Section 14. Company Proprietary Data

Consultant shall treat all documentation and data received from Company marked "Proprietary or Confidential" as proprietary and will maintain it in confidence. The documentation and data shall not be used for any purpose other than Consultant's services to Company. Only the Consultant's employees involved in such work shall be afforded access to the documentation and data, and all such employees shall maintain its confidentiality under the terms hereof. Consultant shall take all necessary steps to ensure that no other persons gain access to the documentation and data except as otherwise agreed herein or consented to in advance in writing by Company subsequent to the date of this Agreement.

The documentation and data shall not be provided to any firm, organization or individual outside Consultant without the prior written consent of Company. Consultant will instruct employees accessing the documentation and data regarding maintenance of the confidentiality of the information so obtained. Only enough copies of any of the documentation or data to complete a project shall be made without prior written consent of Company.

Notwithstanding the preceding, the subparagraphs of this Section 13 and the restrictions on Consultant contained herein shall not apply to any data and documentation:

- a) which is in the public domain at the time it was disclosed by the Company to Consultant or at any time thereafter; or
- b) which was already known to Consultant at the time of disclosure to Consultant by the Company; or
- c) which is independently developed by Consultant; or
- d) which becomes known to Consultant from a source other than the Company without breach of the Contract by Consultant; or
- e) pursuant to any order of a regulatory body or a court, after five (5) working days notice to the Company.

The terms of this Section 13 shall survive the expiration and/or termination of this Agreement.

Section 15. Pre-Existing Materials and Concealed Conditions.

It is the Company's duty to notify Consultant of any hazards, and Company acknowledges that Consultant has neither created nor contributed to the creation of any hazard. Consultant shall not be responsible for any pre-existing hazardous materials, as well as unforeseen concealed and subsurface conditions, nor shall Consultant be responsible for the remediation of any such conditions, or the handling of any hazardous materials, which shall be owned solely by

Company. To the extent that these conditions or materials exist, Company shall indemnify, defend, and hold Consultant harmless from any associated costs.

Section 16. Notices

Any notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class or transmitted electronically:

- a) To Company at:
Caribou Solar Power, LLC
Attn: Carl Soderberg
137 Bennett Drive
Caribou, Maine 04736
Phone: 207-498-6300
- b) To Consultant at:
RLC Engineering, PLLC
Attn: Rick Conant
267 Whitten Road
Hallowell, Maine 04347
Phone: 207-621-1077, x101
Fax: 207-621-1177

Section 17. Waiver

Waiver of the breach of any terms of this Agreement shall not constitute a waiver of any subsequent breach of that term or a breach of any other provision of this Agreement. Failure of a party to insist upon or to enforce strict performance by the other party of any term of this Agreement shall not be construed as a waiver thereof, or as a relinquishment of the party's right to insist or rely upon such terms or rights on any future occasion. This Agreement may be modified or amended only by written instrument signed by both Company and Consultant.

Section 18. Partial Invalidity

The parties agree that they will perform their obligations hereunder in accordance with all applicable federal, state and local laws, rules and regulations now and hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

Section 19. Successors and Assigns

Each and all of the Covenants and Agreements contained within this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

Section 20. Governing Law

This Agreement is executed within the State of Maine, and this Agreement and the rights of parties hereto shall be governed by the laws applicable to contracts made and to be performed entirely within the State of Maine.

Section 21. Integrated Document

This Agreement supersedes all prior and contemporaneous oral or written communications between the parties related to the terms or subject matter of this Agreement, except such written communications as shall have been incorporated herein by reference. The parties acknowledge that they have not been induced to enter this Agreement by any oral or written representation not expressly incorporated herein by reference. The written terms of this Agreement are intended by the parties to be a final written expression of their agreement with respect to such terms, and as a complete and exclusive statement of the terms of the Agreement between them.

In witness whereof the parties hereto have executed this Agreement as of the year and day first above mentioned.

RLC ENGINEERING, PLLC

By: _____

Name: _____

Title: _____

Date: _____

CARIBOU SOLAR POWER, LLC

By: 

Name: CARL SODERBERG

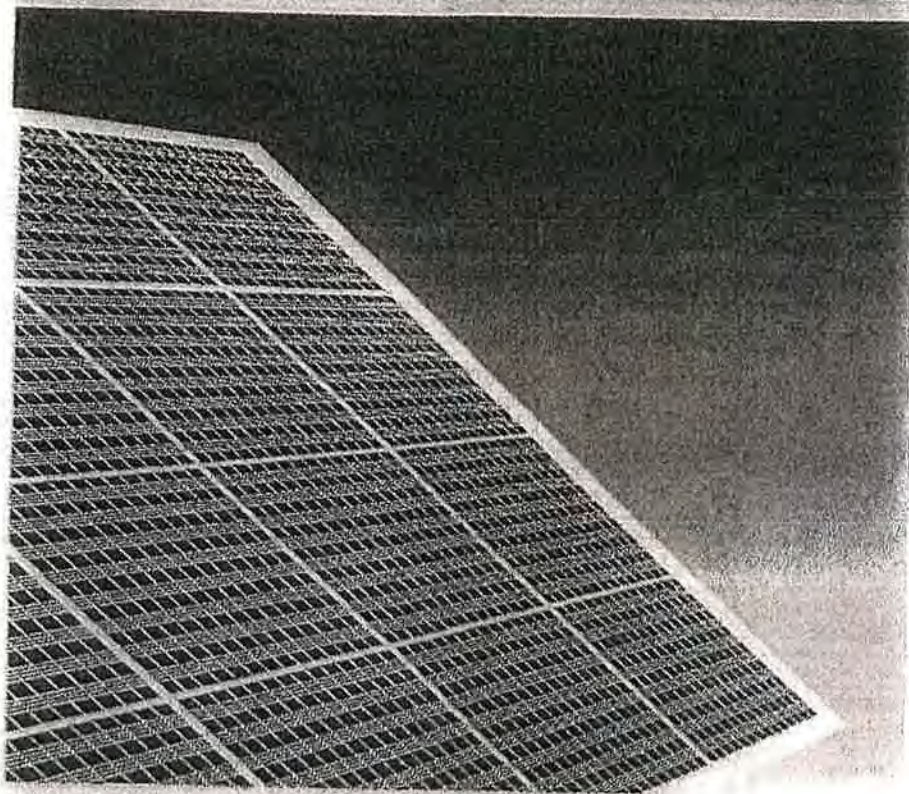
Title: PARTNER

Date: 1-20-20

Caribou Solar Power, LLC

**EMERA DISTRIBUTION IMPACT
STUDY**

DISTRIBUTION SYSTEM IMPACT STUDY



Washburn Street Solar

4,875 kW Photovoltaic Project
Interconnection System Impact Study

Emera#: G040-2

For Emera Maine

April 2, 2020

Prepared by:



ENGINEERING

EMPOWERING ENERGY SOLUTIONS
for the future... today

Table of Contents

EXECUTIVE SUMMARY	1
1 BACKGROUND	4
1.1 Study Objective	4
1.2 Detailed Project Description	5
2 INTERCONNECTION REQUIREMENTS	6
2.1 Standards Evaluated	6
2.2 Guidelines for Generator Interconnection Requirements.....	6
2.3 Interconnection Requirements – IEEE 1547-2018.....	6
2.4 Project Inverters	7
3 STANDARD STUDY ASSESSMENTS.....	8
3.1 CYME System Modeling	8
3.2 Short Circuit Analysis	8
3.2.1 Effective Grounding.....	9
3.2.2 Fault Current Evaluation.....	9
3.2.3 Coefficient of Grounding (COG) Testing.....	10
3.2.4 Stiffness Ratio Calculation	11
3.3 Subtransmission Steady State Load Flow Analysis	11
3.3.1 Thermal Evaluation.....	11
3.3.2 Voltage Evaluation.....	11
3.4 Distribution Steady State Load Flow Analysis	12
3.4.1 Thermal Evaluation.....	12
3.4.2 Voltage Evaluation.....	12
3.5 Output Drop Assessment.....	13
3.6 Risk of Islanding Screening	14
3.7 Load Rejection Overvoltage Screening.....	15
3.8 Protection Evaluation	16
3.9 Project-Related Modifications.....	16
3.10 Results Summary.....	17
4 TIME DOMAIN STUDY ASSESSMENTS	18
5 CONCLUSIONS and RECOMMENDATIONS	19

List of Tables

Table 0-1: Project Interconnecting on the 12.47 kV Network.....	2
Table 0-2: Project Inverters and Step Up Transformers	2
Table 0-3: Standard Study Results Summary	3
Table 0-4: Time Domain Study Results Summary	3
Table 1-1: Project Interconnecting on the 12.47 kV Network.....	5
Table 1-2: Project Inverters and Step Up Transformers	5
Table 1-3: Project Disconnects and Protection Equipment	5
Table 2-1: Guidelines for Generator Interconnection Requirements.....	6
Table 2-2: Interconnection Requirements – IEEE 1547-2018.....	7
Table 2-3: Inverter Design Review Information.....	7
Table 3-1: West Caribou Loading and Generation	8
Table 3-2: 12-78 Modeled Main Line Reclosers	8
Table 3-3: West Caribou Substation Voltage Regulators	8
Table 3-4: 12-78 Modeled Capacitor Banks	8
Table 3-5: Effective Grounding Summary	9
Table 3-6: Fault Duty at Project PCC.....	9
Table 3-7: Fault Duty at West Caribou 12.47 kV Bus.....	10
Table 3-8: Coefficient of Grounding Testing	10
Table 3-9: Project Stiffness Ratio	11
Table 3-10: Subtransmission Thermal Rating Analysis	11
Table 3-11: Subtransmission Voltage Evaluation Summary	12
Table 3-12: Distribution Thermal Rating Analysis	12
Table 3-13: Distribution Voltage Evaluation Summary	13
Table 3-14: Voltage Flicker Analysis	13
Table 3-15: Tap Analysis.....	13
Table 3-16: ROI Screening – Feeder Breaker.....	15
Table 3-17: Load Rejection Overvoltage Screening.....	15
Table 3-18: Protection Evaluation	16
Table 3-19: Project-Related Modifications.....	17
Table 3-20: Standard Study Results Summary	17

List of Figures

Figure 3-1: ROI Screening Flowchart.....	14
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Appendices

Appendix A – Project One-Line Diagram	A
Appendix B – Interconnection Application	B
Appendix C – Inverter Specifications.....	C
Appendix D – Substation One-Line Diagram.....	D
Appendix E – PSCAD System Model	E

Revision History

Rev.	Date	Revised By	Reason
A	4/2/2020	AHM	Original Draft Release

LEGAL NOTICE

This document was prepared by RLC Engineering, LLC solely for the benefit of Emera Maine. RLC Engineering nor any person acting in its behalf (a) makes any warranty, expressed or implied, with respect to the use of any information or methods disclosed in this document; or (b) assumes any liability with respect to the use of any information or methods in this document.

Any recipient of this document or information extracted based on the findings, assumptions, conclusions or recommendations, by their acceptance or use thereof, releases RLC Engineering from any liability for direct, indirect, consequential, or special loss or damage whether arising in contract, warranty, express or implied, tort or otherwise, and irrespective of fault, negligence, and strict liability.

EXECUTIVE SUMMARY

On behalf of Emera Maine (Emera), RLC Engineering, LLC (RLC) conducted an Impact Study (the "Study") pursuant to Emera Maine document, "*Guidelines for Generator Interconnection*". The primary focus of this Study is to:

1. Assess compliance of the proposed Project design with requirements of distributed generation interconnecting to the Emera system according to the interconnection guidelines.
2. Assess the steady state impacts (Standard Study) of the proposed Project on the distribution systems served from the West Caribou substation.
3. Assess the time domain impacts (Time Domain Study) of the proposed Project on the distribution systems served from the West Caribou substation.
4. Identify subtransmission system, distribution system, and substation upgrades that may be necessary to complete the interconnection of the Project.

The Standard Study includes an evaluation of the following items:

- Design Review
- Effective Grounding Analysis
- Fault Current Analysis
- Voltage Analysis
- Thermal Analysis
- Reactive Analysis
- Voltage Flicker Analysis
- Risk of Islanding Screening
- Load Rejection Overvoltage Screening
- Protection Evaluation

The Time Domain Study includes an evaluation of the following items:

- Load Rejection Overvoltage Analysis
- Ground Fault Overvoltage Analysis
- Risk of Islanding Evaluation
- Underfrequency Load Shed Impact Assessment

Project Description

The Project in Table 0-1 proposes to interconnect to the 12-78, which is fed from Emera's West Caribou 69/12.47 kV substation.

Table 0-1: Project Interconnecting on the 12.47 kV Network

Project	Location	Developer	Maximum Output (kW)
Washburn Street Solar	192 Washburn Street, Caribou, Maine	Caribou Solar Power, LLC	4,875

The Project proposes the inverter and transformer design outlined in Table 0-2.

Table 0-2: Project Inverters and Step Up Transformers

Inverter(s)	Step Up Transformers	Number of Units
SMA Sunny Highpower PEAK3 125-US	Two Customer-Owned 12.47 kV, Grounded Wye – 480 V Wye, 3 phase 2500 kVA, 5.75%Z	39

The proposed interconnection complies with the requirements detailed in the Emera Maine document, "Guidelines for Generator Interconnection", provided all recommendations of this Study report are met. All inverter systems proposed state compliance with UL 1741 SA and IEEE 1547.

Study Findings

The Standard Study and Time Domain Study evaluated the 12-78 feeder under multiple loading levels and generation outputs to identify Project impacts. Summaries of all simulation results and network upgrades necessary to mitigate adverse impacts caused by the Project are presented in Table 0-3 and Table 0-4.

Table 0-3: Standard Study Results Summary

Analysis Type	Criteria	Results	Upgrades	Notes
Effective Grounding	$X0/X1 < 3$ $0 < R0/X1 < 1$	Customer-proposed design meets criteria	None	
Short Circuit	$< 10\%$ fault current increase	No violations	None	
Thermal	$< 90\%$ of device ratings	No violations	None	
Voltage	$95\% < V < 105\%$	No violations	None	
Voltage Flicker	$\Delta V < 2\%$ under $75\% \Delta P$	No violations	None	
Tap Changes	< 2 LTC and/or regulator taps under $75\% \Delta P$	No violations	None	
Risk of Islanding	Pass ROI Screen	Fail Sandia Step 2 of the ROI Screen	Additional analysis or DTT required	
Protection Evaluation	Adverse Reliability Impacts	Substation reverse power under minimum load conditions	Emera will determine required distribution upgrades to maintain reliability	Up to 3,556 kW of reverse power flow could be seen under minimum load conditions at the substation

Table 0-4: Time Domain Study Results Summary
To be completed in future revisions

1 BACKGROUND

1.1 Study Objective

The Study evaluated the impacts to the Emera Maine's (Emera) distribution system resulting from interconnecting up to 4,875 kW of photovoltaic (PV) generation. The Project proposes to interconnect to the (Emera) 12.47 kV distribution system via the 12-78 feeder, which is fed from the West Caribou substation. The impacts of the Project near the proposed area of interconnection were analyzed and upgrades that may be necessary to complete the interconnection pursuant to the Emera document, "*Guidelines for Generator Interconnection*" were determined. This Study addressed the following items:

- Design Review – Verified the proposed design including all design components required to meet Emera's design requirements.
- Impedance Model – Updated a provided model and reflected interconnection of the Project to the distribution system.
- Standard Study System Impact Analysis – Analyzed effective grounding, short circuit, load flow, voltage flicker, Risk of Islanding (screening), Load Rejection Overvoltage (screening), and protection.
- Time Domain Study System Impact Analysis – Analyzed Load Rejection Overvoltage, Ground Fault Overvoltage, Risk of Islanding, and Underfrequency Load Shed impacts.
- Modifications – Identified adjustments necessary at the point of common coupling (PCC), interconnecting feeder, and substation to accommodate interconnection.

Emera provided the following information to RLC to complete the Study:

- Interconnection Application – Completed interconnection application as well as a one-line of the proposed interconnection showing the configuration of all generating facility equipment, current and potential circuits, and protection and control schemes.
- Existing Subtransmission System Model – PSS/E model of the local subtransmission network use for the Standard Study.
- Existing Distribution Circuit Model – CYME model of the interconnecting feeder and substation used for the Standard Study.
- Detailed Inverter Model – PSCAD model of the Project inverter used for the Time Domain Study.
- Existing Substation One-Lines – Diagrams showing the model numbers of the substation equipment and the system boundary equivalent at the high side of the substation transformer.
- Project Specifications – The Project equipment specifications.

1.2 Detailed Project Description

The proposed Project will interconnect to the Emera 12.47 kV distribution system as specified in Table 1-1.

Table 1-1: Project Interconnecting on the 12.47 kV Network

Project	Location	Developer	Maximum Output (kW)
Washburn Street Solar	192 Washburn Street, Caribou, Maine	Caribou Solar Power, LLC	4,875

The proposed Project inverter and transformer data is shown in Table 1-2.

Table 1-2: Project Inverters and Step Up Transformers

Inverter(s)	Step Up Transformers	Number of Units
SMA Sunny Highpower PEAK3 125-US	Two Customer-Owned 12.47 kV, Grounded Wye – 480 V Wye, 3 phase 2500 kVA, 5.75%Z	39

Table 1-3 displays the Project's major protective equipment.

Table 1-3: Project Disconnects and Protection Equipment

PCC Switch	Primary Breaker	Primary Relay
Lockable, Gang Operated AC Disconnect Switch w/ Visible Blades and Readily Accessible to the Utility 24/7.	New Pole Mounted Recloser 15.5 kV, 630 A, 110 kV BIL	SEL-651R

The Project one-line diagram, interconnection application, and inverter specifications are included in Appendix A, Appendix B, and Appendix C, respectively.

2 INTERCONNECTION REQUIREMENTS

2.1 Standards Evaluated

The proposed Project is required to comply with the standards for interconnection of distributed generation listed below:

- The Emera Document, “Guidelines for Generator Interconnection”
- IEEE Standard 1547-2018, “IEEE Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power System Interfaces”
- UL Standard 1741 Supplement A, “Advanced Inverter Testing”

2.2 Guidelines for Generator Interconnection Requirements

Table 2-1 provides a criteria evaluation in accordance with the “*Guidelines for Generator Interconnection*” document.

Table 2-1: Guidelines for Generator Interconnection Requirements

4.2.1.1	4.2.1.2	4.2.1.3	4.2.1.4	4.2.1.5
Voltage Regulation	Non-Export Power	Transfer Tripping	Communication Channels	Interconnection Transformers
Voltage criteria met with proposed operation	N/A: intend to export	TBD per Time Domain Study	Emera to determine	Customer-proposed GSUs are acceptable

2.3 Interconnection Requirements – IEEE 1547-2018

The remaining requirements of this section are taken from IEEE 1547-2018, which contains general requirements on integrating distributed resources into the utility electric power system. Table 2-2 provides the results of the application design review.

Table 2-2: Interconnection Requirements – IEEE 1547-2018

Section	Description	Details
4.6	Control Capability Requirements	Need to verify Project can respond to external inputs, limit active power, and transition control modes within 30s
4.8	Isolation Device	PCC switch is acceptable
4.9	Inadvertent Energization of the Area EPS	See Section 3.6
4.10.4	Synchronization	Inverter-based generation – N/A
4.11.2	Surge Withstand Performance	Verify BIL ratings and surge protection
4.12	Integration with Area EPS Grounding	See Section 3.2.1
5.3	Voltage and Reactive Power Control	Project unity power factor operation is required
6.3	Area EPS Reclosing Coordination	Will not reclose until utility parameters are correct
6.4	Voltage*	Ensure required voltage ride through settings: 50% @ 1.1s, 88% @ 2s, 110% @ 2s, 120% @ 0.16s
6.5	Frequency*	Ensure required frequency ride through settings: 56.5 Hz @ 0.16s, 58.5 Hz @ 300s, 61.2 Hz @ 300s and 62 Hz @ 0.16s
7.1	Limitation of DC Injection	UL 1741 SA and IEEE 1547 compliant
7.2.3	Flicker	See Section 3.5
7.3	Limitation of Current Distortion	UL 1741 SA compliant
7.4.2	Limitation of Cumulative Instantaneous Overvoltage	See Section 4
8.1	Unintentional Islanding	See Section 3.6
10.5	Monitoring Information	Utility-owned primary metering

*Reference the ISO New England Source Requirement Document (SRD) for further information

2.4 Project Inverters

Table 2-3 reviews the design of the proposed inverters based on the manufacturer's information provided.

Table 2-3: Inverter Design Review Information

Inverter Manufacturer/Model	UL 1741 SA Certified?	IEEE 1547 Certified?	Maximum Current Contribution	Operating Voltage Range	Inverter Anti-Islanding
SMA Highpower PEAK3 125-US	Yes	Yes	110% @ 480 V	422-582 V*	Yes

*Found within SMA Sunny Highpower operator's manual.

3 STANDARD STUDY ASSESSMENTS

3.1 CYME System Modeling

Emera provided a CYME model with parameters necessary to conduct simulations on the 12-78 feeder fed from the West Caribou substation. A one-line diagram of the West Caribou substation can be found in Appendix D.

Loading and generation values on the feeders hosted from the West Caribou substation can be seen in Table 3-1.

Table 3-1: West Caribou Loading and Generation

Feeder	Total Generation (kVA)		Peak Load (kVA)	Minimum Load (kVA)	Minimum Load % of Peak	Spot Load PF (%)
	Existing	Proposed				
12-77	8	0	1,499	450	30%	99.84%
12-78	198	4,875	2,617	785	30%	
12-79	0	0	871	261	30%	

Table 3-2 details the device numbers and types of the modeled main line reclosers on this feeder.

Table 3-2: 12-78 Modeled Main Line Reclosers

Device Number	Type
78R3	V6H Hydraulic Three Phase

Table 3-3 details the device numbers, sizes, and set points of modeled voltage regulators located at the West Caribou substation.

Table 3-3: West Caribou Substation Voltage Regulators

Device Number	Phase(s)	Size (A)	Mid Point (V)	Bandwidth (V)
12873	ABC	3x 437	125.0	2.0

Table 3-4 details the device numbers, sizes, and control types of modeled capacitor banks located on the 12-78 feeder.

Table 3-4: 12-78 Modeled Capacitor Banks

Device Number	Phase(s)	Size (kVAR)	Control Type
94311540	ABC	300	Switched Time
94863035-1	B	50	Fixed
94893445-1	ABC	300	Fixed

3.2 Short Circuit Analysis

An effective grounding summary, a fault current evaluation, a Coefficient of Grounding (COG) analysis, and a stiffness ratio calculation are shown in Sections 3.2.1, 3.2.2, 3.2.3, and 3.2.4, respectively.

3.2.1 Effective Grounding

It is intended for the utility distribution circuit to remain effectively grounded in any configuration to limit unfaulted phase voltages to less than or equal to 125% of nominal phase voltage during unbalanced fault conditions. Furthermore, Emera mandates an effective grounding criteria of $X0/X1 < 3$ and $0 < R0/X1 < 1$.

The Project generator step up (GSU) transformers are configured as Grounded Wye primary – Wye secondary with a high side grounding bank specified at 45 kVA Grounded Wye – Delta, 2.5%Z, and $X/R=2.9$. Analysis determined that this configuration meets criteria with the Customer-proposed effective grounding device. Table 3-5 provides the specified effective grounding device used to meet Emera effective grounding criteria.

Table 3-5: Effective Grounding Summary

Parameter	PU Impedance	Criteria		Notes
		$X0/X1 < 3$	$0 < R0/X1 < 1$	
X1	19.94	Pass	Pass	Grounding Transformer: Grounded Wye – Delta 45 kVA, 2.5%Z, $X/R = 2.9$, 12.47 kV (High Side)
X0	52.66			
R0	18.17			
$X0/X1$	2.64			
$R0/X1$	0.91			

3.2.2 Fault Current Evaluation

Fault current contributions from the Project inverters were not specified in the manufacturer's electrical specifications, so a fault current of 110% of maximum output current was estimated and used for the Study. Three phase and single phase fault currents were tested for the pre- and post-Project conditions with the effective grounding device shown in Table 3-5.

Table 3-6 compares the pre- and post-Project fault currents at the PCC.

Table 3-6: Fault Duty at Project PCC

Scenario	Three Phase		Single Line to Ground	
	Fault Current	X/R	Fault Current	X/R
Pre-Project	4,230	6.80	4,504	7.32
Post-Project	4,460	7.20	4,608	7.42
ΔI_{fault}	5.43%		2.31%	

Table 3-7 compares the pre- and post-Project fault currents at the West Caribou 12.47 kV Bus.

Table 3-7: Fault Duty at West Caribou 12.47 kV Bus

Scenario	Three Phase		Single Line to Ground	
	Fault Current	X/R	Fault Current	X/R
Pre-Project	4,326	7.03	4,664	7.66
Post-Project	4,556	7.44	4,796	7.77
ΔI_{fault}	5.30%		2.83%	

Emera shall determine if there are any adverse impacts to substation or line equipment fault duty ratings due to the Project.

3.2.3 Coefficient of Grounding (COG) Testing

The COG calculation was used to determine if the project will increase the likelihood of voltage rise above 138% of the nominal voltage on unfaulted phases during unbalanced fault conditions. Given the topology of the subtransmission, the voltage on the faulted phase decreased significantly during the fault. The inverter, being a current source, operates in momentary cessation or trips offline during this condition.

$$COG = \frac{\text{Unfaulted } V_{LG}}{\text{Nominal } V_{LL}} < 0.80$$

In lieu of modeling the complexities of a voltage controlled current source (VCCS) inverter, a synchronous generator model with typical machine impedances was used as a conservative representation to screen for impact to the unfaulted phase voltages. If the COG testing fails the initial screening with a synchronous generator model, a VCCS representation of the device would be used.

A single line to ground (SLG) fault was tested pre- and post-Project on all buses of the subtransmission network loop between Caribou and Flo's Inn substations with all lines in service of the normal configuration using Aspen OneLiner software. Upon the loss of the normal subtransmission feed due to a breaker trip, the voltage rise in the remaining island increases significantly with a synchronous generator. However, as the Project is an inverter-based current source, it operates in momentary cessation during the low voltage event of the fault and then trips offline. The islanding portion on the Project was therefore neglected.

Table 3-8: Coefficient of Grounding Testing

Substation Bus Tested	West Caribou		6911 Tap		Caribou		Flo's Inn	
Contingency	P0	P1	P0	P1	P0	P1	P0	P1
Unfaulted kV _{LG}	46.924	47.051	45.548	45.657	45.553	45.662	37.479	37.546
Nominal kV _{LL}	69	69	69	69	69	69	69	69
COG	0.680	0.682	0.660	0.662	0.660	0.662	0.543	0.544
X0/X1	2.086	2.112	1.849	1.868	1.850	1.869	0.515	0.518
R1/X1	0.407	0.413	0.317	0.320	0.317	0.321	0.048	0.048

As shown, the Project resulted in no violations of the COG ratio in all scenarios.

3.2.4 Stiffness Ratio Calculation

The system stiffness is the ability of an electrical network to resist voltage deviations caused by distributed generation or loading. The stiffness ratio is generally used as an indicator for PCC strength and indicates the relative strength of the electrical network at the PCC compared with the Project, and can be determined with the following equation from IEEE 1547.2-2008:

$$\text{Stiffness ratio} = \frac{\text{SC kVA}(\text{Area EPS})}{\text{Nameplate}(\text{DR})} + 1$$

Typically, stiffness ratios of less than 20 indicate the potential for circuit voltage issues. Table 3-9 shows the system strength in comparison to the Project.

Table 3-9: Project Stiffness Ratio

Project Nameplate Output (kVA)	Feeder Voltage (kV)	3LG Fault Current w/ All Gen Off (A)	SC kVA Area EPS	Stiffness Ratio
4,875	12.47	4,220	91,150	19.7

3.3 Subtransmission Steady State Load Flow Analysis

Section 3.3.1 discusses thermal evaluation results and Section 3.3.2 goes into detail on the network voltage evaluation for the subtransmission system. Note that all subtransmission simulations were performed in Siemens PSS/E.

3.3.1 Thermal Evaluation

Thermal ratings on the local subtransmission network devices were examined. Power flows were observed with the Project and all other local generation operating at full capacity during minimum loading conditions. Table 3-10 shows the results for this analysis.

Table 3-10: Subtransmission Thermal Rating Analysis

Loading	Scenario	Thermal Violations	Notes
Light	Pre-Project	No violations	
	Post-Project	No violations	

It can be seen that the Project does not cause concern for thermal overloads on the subtransmission network.

3.3.2 Voltage Evaluation

Voltage levels on the local subtransmission network were examined. As with the thermal evaluation, power flows were observed with the Project and all other local generation operating at full capacity during minimum loading conditions. Table 3-11 shows the results for this analysis.

Table 3-11: Subtransmission Voltage Evaluation Summary

Loading	Scenario	Voltage Violations	Notes
Light	Pre-Project	No violations	
	Post-Project	No violations	

It can be seen that the Project does not cause concern for voltage violations on the subtransmission network.

3.4 Distribution Steady State Load Flow Analysis

Section 3.4.1 discusses thermal evaluation results and Section 3.4.2 goes into detail on the network voltage evaluation for the distribution system.

3.4.1 Thermal Evaluation

Thermal ratings on the West Caribou T1 substation transformer and 12-78 feeder devices were examined. Power flows were observed with the Project and all other generation offline during peak loading conditions as well as with the Project operating at full capacity with all other generation at maximum output during minimum loading conditions. Table 3-12 shows the results for these operating conditions.

Table 3-12: Distribution Thermal Rating Analysis

Loading	Scenario	Thermal Violations	Notes
Peak	Pre-Project	No violations	
	Post-Project	No violations	
Light	Pre-Project	No violations	
	Post-Project	No violations	

It can be seen that the Project does not cause concern for thermal overloads on the interconnecting network.

3.4.2 Voltage Evaluation

The West Caribou T1 substation transformer is not equipped with an LTC; however, a low-side voltage regulator (VR) is used to regulate the 12.47 kV substation voltage. Regulator and capacitor settings can be found in Table 3-3 and Table 3-4, respectively. All device set points were specified in the provided CYME model.

Simulations were conducted with all voltage regulating equipment allowed to adjust. A voltage results summary is shown in Table 3-13.

Table 3-13: Distribution Voltage Evaluation Summary

Loading	Scenario	Voltage Violations	Notes
Peak	Pre-Project	No violations	
	Post-Project	No violations	
Light	Pre-Project	No violations	
	Post-Project	No violations	

It can be seen that the Project does not cause concern for voltage violations on the interconnecting network.

3.5 Output Drop Assessment

Output drop simulations were performed to demonstrate the impact on local voltages and voltage regulating devices due to near-instantaneous drops in output from the Project. These simulations examined two primary analyses to ensure Emera criteria was met:

1. Voltage flicker analysis: observing voltages during 100% to 25% Project output drop with LTC and regulator taps fixed to confirm voltage deltas do not exceed 2% as a result of the Project.
2. Tap analysis: observing tap positions during 100% to 25% Project output drop with LTC and regulator taps allowed to adjust to confirm these taps do not move more than one position as a result of the Project.

Results for both tests can be seen in Table 3-14 and Table 3-15.

Table 3-14: Voltage Flicker Analysis

Loading	Project Output	Voltage Levels (%)		
		VA	VB	VC
Peak	100%	103.59	103.64	104.02
	25%	103.42	103.48	103.85
	ΔV	0.17	0.16	0.17
Light	100%	103.50	103.63	103.46
	25%	103.43	103.55	103.39
	ΔV	0.07	0.08	0.07

Table 3-15: Tap Analysis

Loading	Device	Number of Tap Operations		
		A	B	C
Peak	12873 (S/S VR)	0	0	0
Light	12873 (S/S VR)	0	0	0

As shown, no voltage flicker or tapping violations were observed.

3.6 Risk of Islanding Screening

The Emera Risk of Islanding (ROI) screening follows the guidelines set forth in the Sandia Report, "Suggested Guidelines for Anti-Islanding Screening". A flowchart view of these guidelines can be seen in Figure 3-1. Furthermore, additions and alterations to the original Sandia Screen are included in the ROI screening to take into account changes in technology since the report was released.

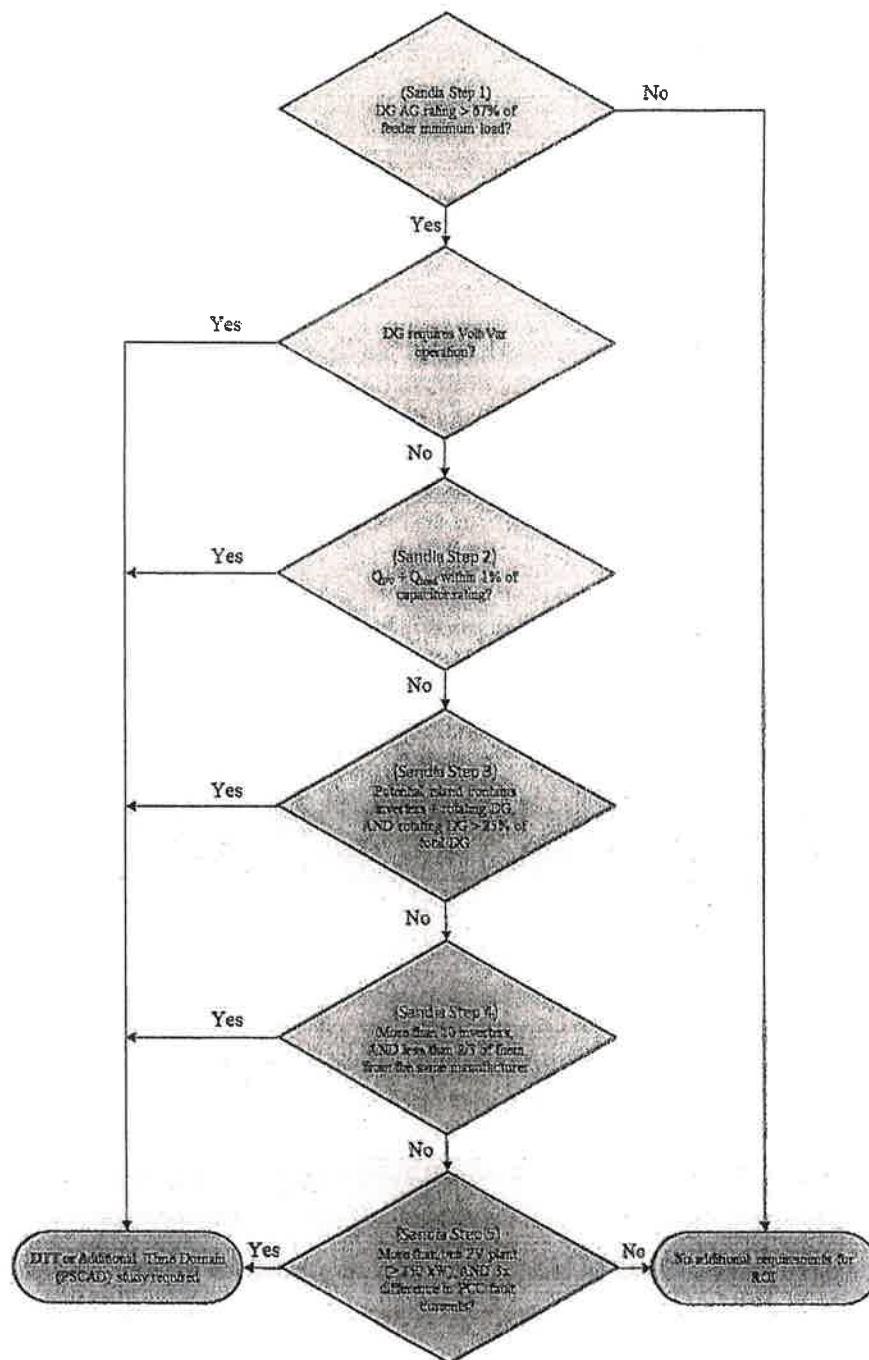


Figure 3-1: ROI Screening Flowchart

The ROI screening was first conducted considering the feeder breaker. If the ROI screening failed at this point, a follow-on Time Domain Study or direct transfer trip to the feeder breaker would be needed. If the feeder breaker passed, an additional ROI screening would be conducted considering the next bounded sections associated with reclosers upstream from the Project PCC. A failure of any of these evaluations would trigger the need for a Time Domain Study or direct transfer trip to the respective point of failure.

Table 3-16 displays the Project ROI screening from the feeder breaker.

Table 3-16: ROI Screening – Feeder Breaker

Step	Screening Question	Yes/No
Sandia Step 1	DG AC rating > 67% of feeder minimum load?	Yes
Additional Volt/Var Check	DG requires Volt/Var operation?	No
Sandia Step 2	$Q_{PV} + Q_{load}$ within 1% of capacitor rating? Note: Conduct VAR Balance simulations within CYME.	Yes
Sandia Step 3	Potential island contains inverters + rotating DG, AND rotating DG > 25% of total DG?	
Sandia Step 4	More than 10 inverters, AND less than 2/3 from same manufacturer?	
Sandia Step 5 (≥ 250 kW Threshold)	More than one PV plant (≥ 250 kW), AND 3x difference in PCC fault currents?	
Conclusion:	DTT or Additional Time Domain (PSCAD) study required	

It can be seen that additional study (Time Domain Study) is recommended to evaluate Project ROI impacts. If a Time Domain Study is not conducted, direct transfer trip is recommended.

3.7 Load Rejection Overvoltage Screening

Generation-to-load ratios of 2 or greater indicate a potential for load rejection overvoltage (LROV) concerns. Furthermore, a statement of compliance with HECO Rule 14 Appendix I may mitigate concerns for ratios up to 10.

Table 3-17 displays ratios at interconnecting substation and feeder levels.

Table 3-17: Load Rejection Overvoltage Screening

Evaluated Area	Scenario	Quantity (kVA)	Ratio	Pass/Fail
Substation	Total Generation	4,875	3.3	Fail
	Minimum Daytime Load	1,496		
Feeder	Total Generation	4,875	6.2	Fail
	Minimum Daytime Load	785		

It can be seen that the Project fails screening criteria and causes LROV concerns. An additional Time Domain Study is recommended to address these concerns.

3.8 Protection Evaluation

A high level protection evaluation was performed for the Project and 12-78 feeder with the purpose of determining required physical device upgrades and/or replacements. These results can be seen in Table 3-18.

Table 3-18: Protection Evaluation

Evaluations	Results	Upgrades/Remediations	Notes
Number of fuses in project path	0	None	
Number of reclosers in project path	0	None	
Number of breakers in project path	1	None	Only the 12-78 feeder breaker is in the Project path
Reverse power flow	Yes	Emera will determine required distribution upgrades to maintain reliability	Up to 3,556 kW of reverse power flow could be seen under minimum load conditions at the substation
Protective reach	12-78 Breaker Reach Pre-Project Reach (Phase/Ground) – 2.06/5.21 Post-Project Reach (Phase/Ground) – 2.04/5.17	None	The Project minimally desensitized reach. Breaker clearing times on L.L. faults increased by .006s
% of pickup	Acceptable	None	% of pickup on 12-78 feeder breaker: 24.8%
Additional reliability impacts	None	None	

3.9 Project-Related Modifications

Modifications necessary to interconnect the Project are shown in Table 3-19.

Table 3-19: Project-Related Modifications

Category	Required Modifications
Substation	None needed
Feeder	None needed
Primary Service	Primary revenue metering, conductor or cable, three phase disconnect switches, a three phase recloser, and necessary poles. The Customer will be required to install and maintain communications with the revenue metering, which will include maintaining a dedicated phone line to the revenue meter.
Customer-Owned Protection	None needed – proposed protection is sufficient

3.10 Results Summary

The Standard Study evaluated the 12-78 feeder under multiple loading levels and generation outputs to identify Project impacts. A summary of all simulation results and network upgrades necessary to mitigate adverse impacts caused by the Project can be seen in Table 3-20.

Table 3-20: Standard Study Results Summary

Analysis Type	Criteria	Results	Upgrades	Notes
Effective Grounding	$X0/X1 < 3$ $0 < R0/X1 < 1$	Customer-proposed design meets criteria	None	
Short Circuit	$< 10\%$ fault current increase	No violations	None	
Thermal	$< 90\%$ of device ratings	No violations	None	
Voltage	$95\% < V < 105\%$	No violations	None	
Voltage Flicker	$\Delta V < 2\%$ under $75\% \Delta P$	No violations	None	
Tap Changes	< 2 LTC and/or regulator taps under $75\% \Delta P$	No violations	None	
Risk of Islanding	Pass ROI Screen	Fail Sandia Step 2 of the ROI Screen	Additional analysis or DTT required	
Protection Evaluation	Adverse Reliability Impacts	Substation reverse power under minimum load conditions	Emera will determine required distribution upgrades to maintain reliability	Up to 3,556 kW of reverse power flow could be seen under minimum load conditions at the substation

4 TIME DOMAIN STUDY ASSESSMENTS

To be completed in future revisions

5 CONCLUSIONS and RECOMMENDATIONS

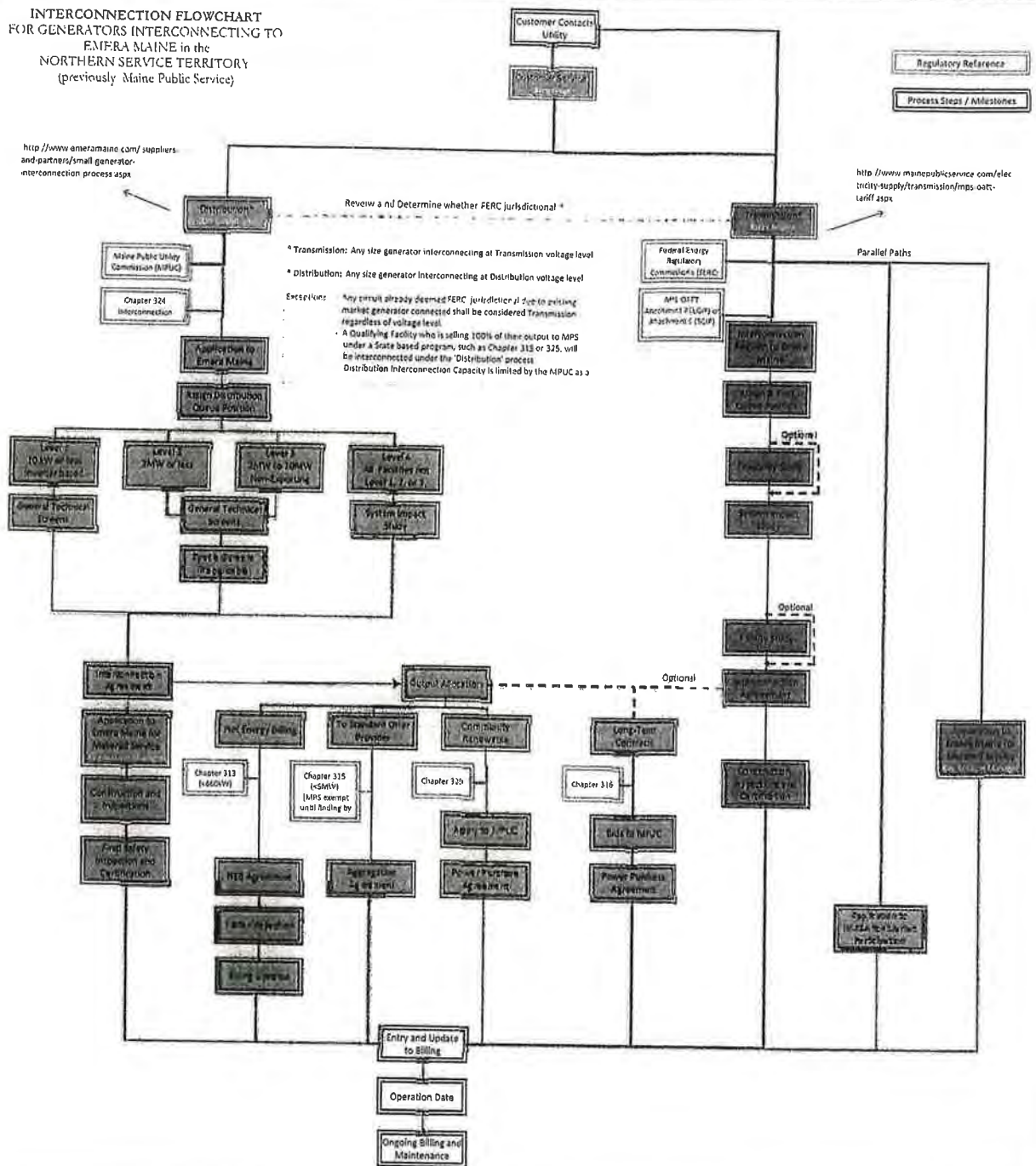
The primary objective of this Study is to assess the impacts on the local 12.47 kV network and to identify system modifications that may be necessary to complete the interconnection of the generation project. As a result of the assessment the following conclusions are made:

1. The Project is compliant with all requirements detailed in the Emera document, *Guidelines for Generator Interconnection* so long as all requirements in this report are satisfied.
2. The scope of this Study focused on the Project operating on the 12-78 feeder. There are tie schemes which allow for load to be transferred to adjacent circuits; however, the Project was only studied under the normal circuit configuration. Additional study is recommended if it is desired for the Project to remain online during tie scheme operation.
3. The Project did not cause any violations while operating under unity power factor. Therefore, no voltage and/or reactive regulation is required.
4. The proposed Project design met effective grounding criteria. Therefore, no effective grounding design changes are required.
5. The Project failed the Emera Risk of Islanding (ROI) Screening. Therefore, a Time Domain Study is recommended to analyze ROI.
6. The Project causes the following generation-to-load ratio to be experienced under minimum loading conditions:
 - a. West Caribou substation: 3.3
 - b. 12-78 feeder: 6.2Typically, a ratio of 2 or greater indicates a potential for load rejection overvoltage (LROV) concerns. Furthermore, a statement of compliance with HECO Rule 14 Appendix I may mitigate the need for a Time Domain Study for ratios up to 10, though Emera reserves the right to require this evaluation as seen fit. Since no HECO Rule 14 Appendix I compliance letter has been provided by the Customer, a Time Domain Study is required to analyze LROV.
7. The Project causes reverse power concerns at the substation under minimum load conditions. Emera shall determine if additional upgrades are required to maintain reliability.
8. The Project grounding transformer requires a positive interlock to be installed with the associated inverters so that if it is removed, the associated inverters cannot operate. The interlock must be fail safe, such that any circuit or device failure will result in a safe mode of operation.
9. Emera shall make final determination on modifications required at the West Caribou substation and the 12-78 feeder to incorporate the Project.
10. The Customer must ensure anti-islanding and fault protection capabilities to detect disturbances on the EPS and remove the facility through appropriate generator relaying.

11. The Customer shall ensure the following:
 - a. BIL ratings of equipment are sufficient to coordinate with the utility system and the applicant should apply sufficient surge protection at locations such as risers and transformers.
 - b. A 12.47 kV, lockable, gang operated, visible break disconnect is required to be located at the PCC.
 - c. The utility primary revenue meter is to be installed within 30 feet and in sight of the PCC switch, which will be on the utility side of the meter.
12. A new primary 12.47 kV service is required to interconnect the Project. This Project will require primary revenue metering, conductor or cable, three phase disconnect switches, a three phase recloser, and necessary poles. The Customer will be required to install and maintain communications with the revenue metering, which will include maintaining a dedicated phone line to the revenue meter.
13. Once the Project one-line requires no more changes, it shall be Maine PE stamped and resubmitted.
14. The Customer shall submit a Maine PE stamped Project three-line drawing consistent with the one-line drawing.
15. ISO-NE notification is required for the Project as it exceeds 1 MW.
16. Emera will isolate the Project when performing certain system maintenance while switching is being done on the distribution system.

Emera PSCAD Model Requirements for Time Domain Studies		
Requirements	Descriptions	Proof of Concept Tests
Represent the full detailed inner control loops of the power electronics	The model cannot use the same approximations classically used in transient stability modeling, and shall fully represent all fast inner controls, as implemented in the real equipment. It is possible to create models which embed the actual hardware code into a PSCAD component, and this is the best type of model.	N/A
Represent all pertinent control features (e.g., external voltage controllers, plant level controllers, phase locked loops, etc)	Operating modes that require system-specific adjustment during the study should be user-accessible.	N/A
Represent all pertinent electrical configurations	Filters and specialized transformers, i.e. anything that might impact electrical performance should be represented in the model.	N/A
Have control or hardware options accessible to the user	Operating modes that require system-specific adjustment during the study should be user-accessible, e.g. adjustable protection thresholds, real power recovery ramp rates, etc. Diagnostic flags (e.g. flags to show control mode changes or which protection has been activated) should be accessible to aid in analysis.	N/A
Include PPC model if the design calls for one or if the total project size is 10.0 MW or larger	Projects over 10.0 MW are required to utilize a PPC to coordinate control setpoints among the individual generators of the plant. If this is the case, then a PSCAD model of the PPC should be provided.	N/A
Include user model guide and a sample implementation test case	PSCAD models should be supplied with a manual explaining how to configure and use the model, along with a simple PSCAD case that contains the configured model connected to a simple AC system. If a PPC is required, then the sample case should include the PPC and a manual should also be provided for the PPC model.	N/A
Model provided with all required ancillary files (lib/dll files and any other user parameter files)	PSCAD inverter models often require additional files be present somewhere in the working directory in order for the simulation to run. These files must be provided and the manual should describe how to associate these files with the PSCAD simulation.	N/A
The PSCAD model must represent the particular inverter to be simulated	The user manual should state that the PSCAD model reflects the behavior of the particular inverter model (or inverter line) to be simulated.	N/A
Have all pertinent protection modeled in detail for both balanced and unbalanced fault conditions	Typically this includes various OV and UV protections (individual phase and RMS), frequency protections, DC bus voltage protections, overcurrent protection, and anti-islanding protection. There may be other pertinent protections, and these must be included.	Modify the sample implementation with controls that will, once the simulation reaches steady-state, cause the source to shift its voltage/frequency to a value and for a duration that would typically result in the protection settings tripping the inverter. Run the case and confirm that the inverter trips within the prescribed time setting.
Be capable of accurate simulation at a minimum time step of 10 microseconds	The maximum and minimum solution time step should be stated in the model's manual	Run the sample implementation case at the minimum and maximum solution time step to ensure that results look reasonable and the case runs without error.
Have the ability to disable protection models	Preferably this takes the form of a simple on/off toggle, but it can sometimes also be implemented by manually setting each protection time setting to a large number, e.g. 99 seconds	Modify the sample implementation with controls that will, once the simulation reaches steady-state, cause the source to shift its voltage/frequency to a value and for a duration that would typically result in the protection settings tripping the inverter. Run the case and observe whether or not the inverter trips. If it does not trip, then the protection disable feature works.
Active Loss of Mains Detection, if present in the inverter model, must be separately disableable from all other protection models	Preferably this takes the form of a simple on/off toggle, but it can sometimes also be implemented by manually setting the protection time setting to a large number, e.g. 99 seconds.	N/A
Initializes to user supplied terminal conditions within 5 simulation seconds	PSCAD models must be run for some period of time before reaching steady-state conditions. This period of time is called initialization and should not exceed 5 seconds for a typical model	Run the sample implementation case using a few different setpoints (i.e. Pref, Qref, Vref) and note whether or not the case reaches steady state within 5 seconds
Supports the PSCAD "snapshot" feature	The snapshot feature allows the user to initialize the model once and then save the conditions of the initialized state to a snapshot file. Subsequent simulations can be started from the initialized state by loading the snapshot file, thus avoiding repeated initializations	Run a fault simulation with a snapshot captured just before fault initialization. Observe the behavior following the fault. Run the simulation again, initialized from the snapshot, and confirm that the behavior following the fault matches the first run.
Supports the PSCAD "multiple run" feature	The multiple run feature allows the user to run multiple sequential simulations with one or more model parameters automatically changed between each run.	Run a simulation with the multiple run module enabled and connected to a user-adjustable parameter within the inverter model (e.g. Pref). Set up the module to iterate through several different simulation runs with different parameter setpoints. Ensure that the simulation runs without error, and observe the results and make sure that they make sense.
Include working means of scaling up single-instance inverter model output	It is common practice to represent multiple project inverters by a single inverter instance whose current output is scaled by an integer multiple. This feature might be implemented through a user-selectable parameter integral to the inverter model itself, or it might be implemented through a separate module connected in series with the inverter instance (e.g. a scaling transformer or scaling current source).	Run the sample implementation with the scaling means activated. Test a few different multipliers (e.g. 2, 5, 10) and confirm that the response is as expected, i.e. current is increased by the scaling factor and voltages are reasonable for the scaled project size.
Supports multiple instances of the model in the same simulation	Accurate simulation sometimes requires modeling more than one of the same model of inverter within one simulation. Each separate inverter model is called an "instance". The inverter model should support multiple instances and the manual should outline any particular requirements for successfully configuring multiple instances.	Set up the sample implementation case with at least two instances of the inverter model according to the directions provided in the manual. Ensure that the simulation runs without error, and observe the results and make sure that they make sense.
Does not require one particular Fortran compiler to work	The model should be compatible with more than one Fortran compiler in order to facilitate compatibility with other PSCAD models that might be included in the simulation.	Run the sample implementation using each supported compiler.

http://www.amerainc.com/suppliers_and_partners/small_generator_interconnection_process.aspx



Caribou Solar Power, LLC

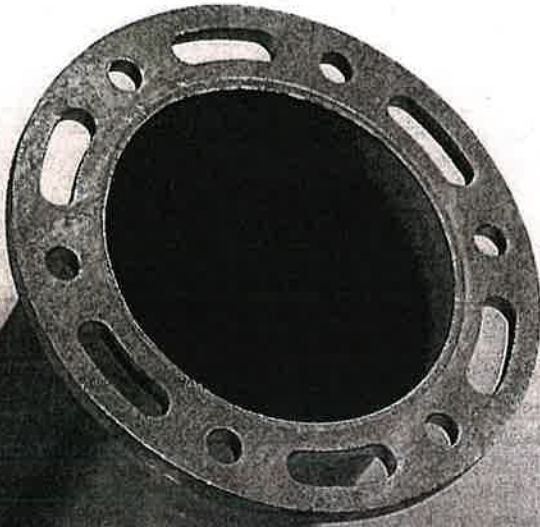
GROUND MOUNT SCREWS



KRINNER
The Ground Screws

www.krinner.com

F SERIES



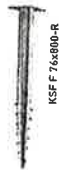
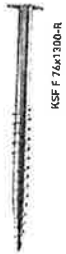
F SERIES

The KRINNER Ground Screw with flange plates
for modular use



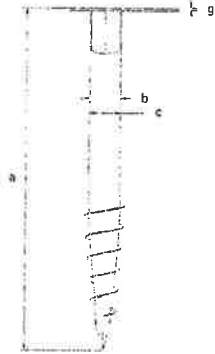
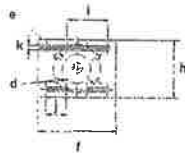
Overview of F Series

KSF F 140x2100-M	KSF F 140x1600-M	KSF F 140x1600-P	KSF F 140x1300-P	KSF F 76x1600-R	KSF F 76x1300-R	KSF F 76x1000-R	KSF F 76x800-R
Length (mm)							
2100	1600	1600	1300	1600	1300	1000	800
Tube diameter (mm)							
139.7	139.70	139.70	139.70	76.10	76.10	76.10	76.10
Weight (kg)							
24.00	20.00	17.00	13.50	12.00	7.50	6.00	4.50
Item number							
25490	25489	25484	25483	25478	25477	25476	25475



Technical Data

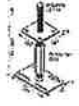
	KS F F 76x1600-R	KS F F 76x1300-R	KS F F 76x1000-R	KS F F 76x800-R
a Length (mm) (±25 mm)	1575	1275	1045	815
b Shaft outer diameter (mm)	76,10	76,10	76,10	76,10
c Inner diameter (mm)	68,90	70,90	70,90	70,90
d Hole diameter (mm)	6 x Ø 11	6 x Ø 11	6 x Ø 11	6 x Ø 11
e Pitch circle diameter (mm)	116	116	116	116
f Flange length (mm)	189	189	189	189
g Flange thickness (mm)	5	5	5	5
h Flange width (mm)	140	140	140	140
i Oblong hole grid size (mm)	100	100	100	100
j Oblong hole length (mm)	49	49	49	49
k Oblong hole diameter (mm)	11	11	11	11



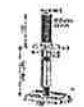
Post Anchor



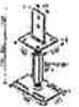
Flat R



M24-R



M44-R



Blade R



Side Tabs R



Vario PS 150-R

Online Service

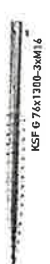
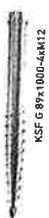
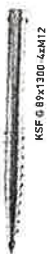
KS F F 76x1600-R	KS F F 76x1300-R	KS F F 76x1000-R	KS F F 76x800-R
Webkey			
F2547811D	F2547711D	F2547611D	F2547511D

Subject to technical change!
Krinner Schraubfundamente GmbH | Passauer Straße 55 | D-94342 Straßkirchen
Phone: +49 9426 9401-00 | E-Mail: service@krinner.com | www.krinner.com

Overview of G Series

KSF G 114x1300-4xM16	KSF G 114x1000-4xM16	KSF G 89x1300-4xM12	KSF G 89x1000-4xM12	KSF G 89x800-4xM12
Length (mm)	1000	1300	1000	800
Tube diameter (mm)	114.30	88.90	88.90	88.90
Weight (kg)	11.00	7.80	6.60	5.80
Item number	25461	25469	25458	25457

KSF G 76x2100-3xM16	KSF G 76x1600-3xM16	KSF G 76x1300-3xM16	KSF G 76x800-4xM12	KSF G 66x650-3xM8	KSF G 66x650-1xM8	KSF G 66x550-1xM8
Length (mm)	2100	1600	1300	800	650	550
Tube diameter (mm)	76.10	76.10	76.10	66	66	66
Weight (kg)	14.00	10.50	8.50	3.80	1.85	1.60
Item number	25456	25455	25454	24083	25452	20065



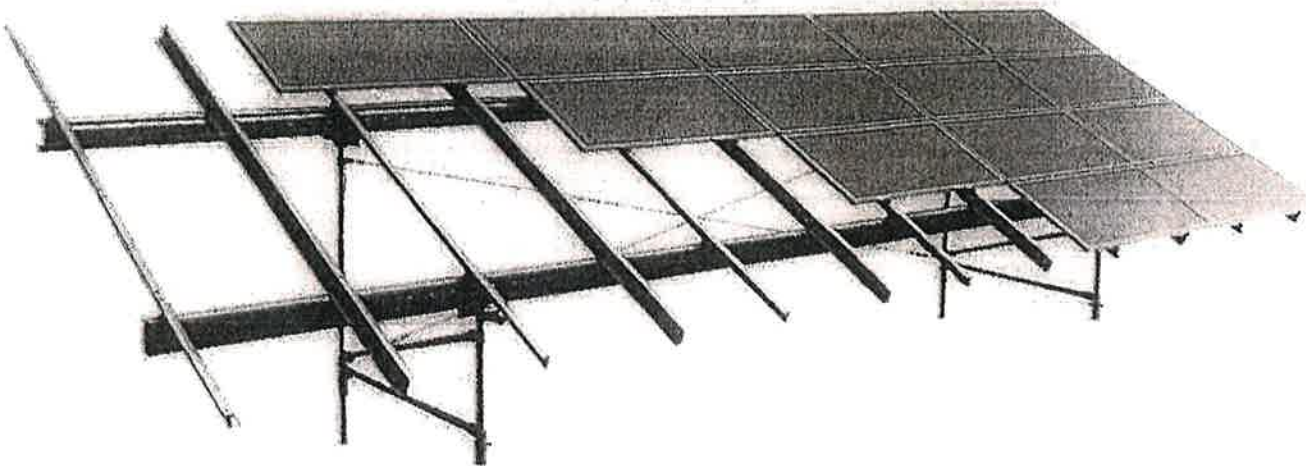
Caribou Solar Power, LLC

FIXED RACKING SYSTEM



TERRASMART

START SMART. BUILD SMART.



Price Proposal

PREPARED FOR:

Caribou Solar Power LLC

PROJECT NAME:

Washburn Street Farm





TERRASMART

PROJECT: Washburn Street Farm

QUOTE #: 00008678

Quote Number: 00008678
Expiration: 1/21/2020 12:00:00 AM
System Size: 4,900,000 DC watts

Quoted By: Chris Felkamp
Phone: (224) 612-0110
Email: cfelkamp@terrasmart.com

Foundation			
Product	Quantity	Unit Price	Total Price
Ground Screw 9.51' foot hot-dip galvanized steel ground screw anchor, 3" shank with 1/4" continuous spiral thread. Model # KSF G76 x 2900 - M16 x 3			
		Foundation Total:	
		Foundation (Cost Per Watt):	
		Foundation (Cost Per Panel):	
Ground Mount Racking			
Product	Quantity	Unit Price	Total Price
TerraFarm (2x9) 2 high x 9 long portrait galvanized steel ground mount table.	778		
Professional Engineer Stamp & Seal Professional Engineer (PE) Stamp and Seal	1		
Standard Shipping (Freight) and Handling The shipping estimate includes all structural components, hardware, and ground screws delivered to the site (U.S. Locations Only).	778		
		Racking Total:	
		Racking (Cost Per Watt):	\$ 0.1233
		Racking (Cost Per Panel):	\$ 43.14
Installation and Services			
Product	Quantity	Unit Price	Total Price
Foundation Point Staking Staking of individual foundation point locations throughout site. Client must provide complete cad file containing each individual foundation point and (5) unobstructed control points contains Northing, Easting, and Elevation Information.	3112		
Mobilization Deployment of installation equipment and crew to project site location. Mobilization includes (1) mobilization & (1) demobilization of (1 - 2) screw install machines and (1) rock drill. The pricing does not include performance bonding.	1		
Ground Screw Installation Installation of ground screws not including survey layout.	3112		



Installation and Services			
Product	Quantity	Unit Price	Total Price
Pilot Hole Drilling Pre-drilling to provide a pilot hole for the ground screw to enter more arduous soil environments.	3112		
Vertical Leg Setting Installation of front and rear legs set at the proper elevation according to the approved engineered plan set. Please note there may be some minor (20% of tables) adjustments to finalize the table to table aesthetics. Excludes torquing and marking the set screws.	3112		
		Services Total:	
		Other Services (CPW):	\$ 0.0667
		Price Per Panel:	\$ 23.33

Price Proposal Total (USD): ~~149,000.00~~**Default Assumptions:**

TerraSmart makes assumptions when preparing your quote if certain information is not provided.

If slope specifications are not provided in the design specifications, the default slopes below will be assumed for the racking structure until a DWG file is provided:

East / West Max Slope: 12%

North Max Slope: 8%

South Max Slope: 8%

The following installation assumptions were used in order to provide the installation services estimate:

- o 60 - 80% of the civil work completed prior to mobilization. This number can vary based on project size.
- o Reasonable field conditions ("reasonable" defined as having the ability to transport a bundle of material down a row without creating greater than 6" inch ruts)
- o In-sequence work
- o Adequate stagerring between each phase of construction
- o Trench closed and compacted (minimum 90% compaction) prior to mobilization or after installation of foundation, racking, or module installation.
- o East / West and north/south max slope do not exceed 12% percent
- o Adequate lay down area and reasonable lay down proximity to site
- o Non-winter work conditions. Winter conditions defined as unsafe site conditions causing safety hazard and/or extreme cold, snow, ice, mud, rain, or standing water.

Design Specifications

The design specifications below have been utilized in determining the price proposal for this project. Please ensure that the attributes identified are correct and meet or exceed the local codes, required permitting compliance specifications, and project expectations.

Panel Orientation:	Portrait	Wind Load (MPH):	105
Number of Panels:	14000	Exposure Category:	C
Panel Manufacturer:	UNKNOWN	Ground Snow Load (PSF):	100
Panel Model #:	unknown	Tilt Angle (degrees):	25
Total System Size (DC Watts):	4900000	Panel Clearance (front):	36 in.
Max North Slope:	15%	E/W Slope:	15%
Max South Slope:	10%		



TERRASmart

PROJECT: Washburn Street Farm

QUOTE #: 00008678

Project Location: 192 Washburn Street

Caribou, Maine 04736

Payment Terms: United States
Deposit: 20% of contract within 5 business days upon acceptance of price proposal.
30 Day Terms upon approved credit.

Ordering Instructions:

To place an order pursuant to this Ground Mount Price Proposal, please fully comply with the following instructions:

1. Fully review this Ground Mount Price Proposal, and assure that it is accurate;
2. Once you confirm that this Ground Mount Price Proposal is accurate, fully complete and sign this page;
3. Create a purchase order that references Quote Number 00008678 on this proposal;
4. Email your purchase order to your account manager referenced at the top of this proposal;
5. Wire the required deposit to TerraSmart (please contact TerraSmart at 239-362-0211 for wiring instructions); and
6. If applying for payment terms, please e-mail the required credit application to ap@terrasmart.com and/or fax to (239) 362-0586.

Price Proposal Approval and Acceptance

By signing this Ground Mount Price Proposal and/or submitting a purchase order in response to this Ground Mount Price Proposal, you accept this Ground Mount Price Proposal, you agree that the project specifications meet your design requirements, you are authorized to sign this Ground Mount Price Proposal on behalf of your company, and you have read, understand, and accept the Terms and Conditions that are attached to and incorporated in this Ground Mount Price Proposal.

Buyer Printed Name: _____

Buyer Signature: _____

Title: _____ Date: _____

Company: _____

TERMS AND CONDITIONS

I. DEFINITIONS.

- a. **Buyer:** the person and/or entity that has purchased Goods pursuant to that certain Price Proposal delivered simultaneous with these terms and conditions.
- b. **Engineering Plans:** the final version of the signed and sealed engineering/construction plans for the Project that Seller delivered to Buyer.
- c. **Price Proposal:** that certain document entitled "Ground Mount Price Proposal" attached hereto that identifies the Scope of Work and the cost of the Scope of Work (that may change pursuant to these terms and conditions). Seller generates the Price Proposal based on Buyer's Project specifications that Buyer delivers to Seller. Buyer and Seller are bound to the Price Proposal pursuant to these terms and conditions.
- d. **Project:** The project expressly described in the Price Proposal.
- e. **Purchase Order:** The document that Buyer generates that authorizes a transaction to purchase the Scope of Work from the Seller pursuant to the Price Proposal. The Purchase Order sets forth the descriptions, quantities, prices, discounts, payment terms, performance or shipment dates pursuant to the Price Proposal and subject to these terms and conditions. Buyer and Seller are bound to each Purchase Order pursuant to these terms and conditions.
- f. **Purchase Price:** The Purchase Price is detailed in the Price Proposal. The Purchase Price may be subject to sales tax based on the laws of the state in which the Project is located.
- g. **Scope of Work:** Seller's materials, goods, and/or services that Seller will provide and/or perform as expressly described in the Price Proposal.
- h. **Seller:** TerraSmart LLC, a Florida limited liability company.

2. GENERAL.

Buyer execution of the Price Proposal constitute Buyer's affirmation and acceptance of these terms and conditions. These terms and conditions govern the purchase and sale of the Scope of Work. The terms of these terms and conditions constitute a binding contract, and will supersede any additional, different, or conflicting term proposed by Buyer or contained on Buyer's Purchase Order or any document or instrument submitted by Buyer.

3. PRICE PROPOSAL AND PURCHASE ORDER.

Upon Buyer's acceptance of the Price Proposal, Buyer will issue a Purchase Order for the Scope of Work to Seller. Seller's acceptance of a Purchase Order is expressly limited to the terms of the Price Proposal and to these terms and conditions. Any additional or different term and/or condition that Buyer includes in a Purchase Order not contained in the Price Proposal and/or herein is expressly excluded.

- a. Due to fluctuation in raw material costs and fuel pricing the Price Proposal is subject to change if not accepted within fifteen (15) calendar days of the Price Proposal date indicated on the Price Proposal. Seller may issue a revised Price Proposal if acceptance is received outside the fifteen (15) calendar day period. Material pricing is subject to increases at any time due to increases in the market price of the material. Additionally, labor prices may increase if the Project requires increased labor rates (ex. prevailing wage, union, etc.).
- b. Changes to Scope of Work, Project specifications, or other design criteria made prior to acceptance of Price Proposal and/or issuance of a Purchase Order will void the Price Proposal, and Seller will issue a new Price Proposal.
- c. If the Purchase Order does not conflict with the Price Proposal or these terms and conditions, Seller will deliver to Buyer a written acceptance of the Purchase Order within five (5) business days of Seller's receipt of a Purchase Order.
- d. Due to the custom nature of Seller's Scope of Work, cancellations are subject to a cancellation fee to cover costs incurred after Seller accepts a Purchase Order. The cancellation fee will be determined solely by Seller to cover time and materials.
- e. Changes to the Scope of Work, changes to the project or shipping schedule, or additional costs as a result of Buyer's or Buyer's agent's actions or omission that occurred after issuance of a Purchase Order will require the Seller to issue a change order fee. The change order fee will be determined by Seller to cover time and materials to cover the additional costs. If Buyer fails to acknowledge the change order within two (2) calendar days of Seller's written delivery of the change order, the change order is deemed accepted by the Buyer. Seller reserves the right, without penalty or recourse from Buyer, to stop work in the event Buyer does not respond to a change order within three (3) calendar days.
- f. If Seller requires additional information from Buyer to perform Seller's Scope of Work, Seller will deliver to Buyer Seller's standard Request for Information form. If Buyer fails to respond to Seller's standard Request for Information form within two (2) calendar days, then Seller's suggestions described within the Request for Information form will be deemed accepted by Buyer and Buyer is responsible for any additional costs.

4. PAYMENTS:

Seller requires Buyer to make payment via wire transfer or an internal bank transfer, if applicable, when payment amount is greater than Ten Thousand and no/100 Dollars (\$10,000.00). Immediately upon Buyer submitting the Purchase Order to Seller, Buyer must deliver to Seller all deposit payments and payments for mobilization, engineering and testing.

a. Standard Payment Schedule.

Seller requires the following standard payment schedule:

- i. **Material:** Buyer will pay 35 percent of the material costs described in the Price Proposal immediately upon Buyer's delivery of the signed Price Proposal and/or Purchase Order as a down payment for the material. Buyer will pay the remaining 35 percent of the material costs described in the Price Proposal within 15 calendar days ("Material Payment Terms") of the materials arrival on the Project site. If materials arrive on the Project site in separate shipments, Buyer will pay for the material that Seller delivered to the Project pursuant to the payments terms described in this section. In the event Buyer delays the material shipping date(s), then the Material Payment Terms start tolling from the initial material delivery date(s).
- ii. **Installation Services:** Standard AIA billing methods will persist for the duration of the installation. Buyer will pay 25 percent of the labor costs described in the Price Proposal immediately upon Buyer's delivery of the signed Price Proposal and/or Purchase Order as a down payment for labor and services. Seller will bill Buyer at the end of each week on percent complete basis and Buyer's payment pursuant to the AIA invoice is due within 15 calendar days of Buyer's receipt of the AIA invoice. Buyer will pay the substantial completion payment (all outstanding monies, with the exception of retainage) within 15 calendar days of substantial completion, as determined solely by Seller, or when Project close-out punch list is prepared jointly by Seller and Buyer, whichever comes first. Final payment, including retainage, is due from Buyer within 15 calendar days of the completion of the Scope of Work.

- b. **Progress Payment Releases:** Included with each of Seller's invoices for Buyer's payment described herein, Seller will include Seller's form Conditional Waiver and Release Upon Progress Payment. Upon Seller's completion of the Project and upon Buyer's full payment of all amounts due to Seller pursuant to the Price Proposal and these terms and conditions, Seller will deliver to Buyer Seller's form Final Waiver of Lien and Release of Claims executed by Seller.

- c. **Sales Tax:** If sales and/or use tax is required, Buyer is required to pay the Purchase Price's sales tax to the appropriate taxing authority.

- d. **Late Payment Penalties:** Buyer will be subject to a finance charge of one and one-half percent (1.5%) per month if Buyer fails to timely make payment as detailed above. Buyer further acknowledges that if Buyer fails to timely make payments, Seller reserves the right to report Buyer to D&B file a lien on the subject property, and/or turn the account over to collections. Should the account enter the collection process to recover delinquencies or if a lien is filed, Buyer will pay all Seller's fees including, but not limited to, all collection fees, court fees, attorney fees and all other costs.

- e. **Payment Application:** Seller will apply all amounts received under this invoice in the following order: i) late charges, legal fees and collection costs; ii) interest; and iii) outstanding balance.

- f. **Work Stoppage:** Seller reserves the right to stop work and demobilize if Buyer fails to timely comply with these terms and conditions. Seller reserves the right to charge Buyer a demobilization fee and remobilization fee per instance. Demobilization fees and remobilization fees will be determined by Seller to cover time and materials and is non-negotiable. Additionally, every stage of the delivery and installation schedule (if included in the Scope of Work) will be extended for each day that any payment is late.

- g. **Charge Backs:** Buyer will inform Seller in writing within forty-eight (48) hours of an event that could warrant a charge back to Seller due to Seller's actions or omissions, or the claim will be deemed invalid. Seller will be given ample opportunity to assess the situation and provide a corrective action plan to remedy the alleged offense prior to accepting a charge back. Seller must approve all charge backs to Buyer in writing before adjustments will be made to invoices.

5. LABOR RATES AND CLASSIFICATIONS.

The labor portion of the Price Proposal is based on Seller's legally compliant standard wage rates (it is not based on prevailing wage rates or wage rates that exceed the standard federally mandated wage rates). If the Project requires prevailing wage rates and/or wage rates are required to be increased after Seller submits the Price Proposal to the Buyer, then Seller will issue to Buyer a revised Price Proposal reflecting the labor wage changes. If Seller discovers that prevailing wage rates and/or wage rates are required to be increased after the Purchase Order is accepted by Seller, then Seller will issue a change order to the Buyer for the difference in required wages.

6. EXCLUSIONS.

Seller excludes all items that are not expressly included in the Price Proposal, including, but not limited to, the following items: trenching, electrical work, geotechnical work, bonding (unless expressly provided in the Price Proposal); Project fencing communal first aid kits; spill kits; portable restrooms; dumpsters; all permits and licenses required for the Project; signage required by OSHA and any other government agency; Project site preparation and maintenance work pursuant to an Engineering Plans and these terms and conditions; Project site dumpsters; Project site lighting; noise and vibration control; protection for water or wetland conservation of any type; off-site storage if required; working conditions with slope greater than twenty percent (20%); rework or adjustments resulting from other trades; Project boundary; and existing conditions surveys, and soil or hydro testing. Buyer is responsible to provide and perform the items described in this section.

7. ERRORS AND OMISSIONS.

Seller is not responsible for any impacts to construction schedule, liquidated damages, loss of production, or any other financial penalty due to errors or omissions in the information that Buyer or any third-party provides to Seller, including, without limitations, conceptual drawings, existing conditions survey, survey stake-out, or other data, as provided by Buyer or other parties.

8. LIENS.

Buyer must provide to Seller the name and address of the Project's subject property's owner prior to work commencing on the Project site. Seller reserves the right to file a notice to owner on all properties where work is to be performed by Seller. Seller reserves the right to file liens on properties where work was completed by Seller and Buyer failed make any payments pursuant to the payment schedule as described herein.

9. SHIPPING.

All materials described within the Price Proposal will be shipped using common carriers in an expedient manner. Freight charges calculated in the Price Proposal for shipping are approximate and subject to change. Actual charges may vary due to shipping weight and size of packaging. Exact charges, freight documentation, and tracking will be transmitted to Buyer upon shipment. Should Seller send Buyer's order in more than one shipment, Buyer shall be charged for each shipment, including backordered items. Buyer will be notified of any delays, and Seller is not responsible for any delays caused by any third-party. All shipping invoices will be due upon receipt from Seller to Buyer. If Seller is unable to deliver shipment to the Project site because the Project site access is not reasonably accessible or Buyer does not have an adequate laydown area for the shipment, Buyer will cover all additional shipping costs related to such matters. Additionally, if Seller is unable to ship the material to Buyer on the scheduled shipment date as a result of Buyer's acts or omissions, Buyer will cover all costs associated with the delayed shipping date including, without limitation, increases in shipping costs, storage fees and administrative fees.

10. MATERIAL GOODS.

Buyer will have a representative on the Project site to accept material when Seller has scheduled a delivery. Seller will provide Buyer with a packing slip, delivered with each shipment, as well as a master inventory control sheet. Upon receipt of material, Buyer will verify the quantities in the shipment with the quantities listed on the packing slip and notate the quantities received on the master inventory control sheet. Buyer will supply Seller with copies of each packing slip within one (1) business day of receiving each shipment, per the bill of lading, with any discrepancies clearly noted. Buyer will also supply Seller with a copy of the completed master inventory control sheet within one (1) business day of receiving the final shipment, per the bill of lading, with any discrepancies clearly noted. Seller will correct any errors in material quantity in a timely manner and deliver using standard, non-expedited shipping methods. It is the Buyer's responsibility to ensure that all required materials have been received and checked for accuracy. Failure to submit signed packing slips and/or the completed master inventory control

sheet pursuant to this section will deem claims of missing material invalid. Should additional material be required during installation, due to theft, loss, or other reason beyond Seller's control or responsibility, Seller shall provide a change order which must be approved by Buyer prior to delivery of additional material. Once material has arrived to the Project site or the location as directed by Buyer, Buyer bears all risk of loss related to the material and Buyer will take all reasonable efforts to protect the material from damage and loss.

11. **SITE PREPARATION AND MAINTENANCE.** In addition to all items required to be completed by Buyer pursuant to Seller's Engineering Plans, Seller requires the following items to be completed at Buyer's cost prior to Seller's mobilization to the Project site and Buyer must maintain these items throughout Seller's Scope of Work: safe and reasonable Project site access; safe and reasonable on-site locations to park; safe and reasonable staging areas for all equipment and material; safe and stable ground for Seller's equipment required for the Scope of Work; tree removal including roots and sub-systems; backfill and proper compaction of Project site; survey of ground screw points; protection of existing Project site infrastructure scheduled to remain; removal of existing Project site infrastructure removed; removal of unforeseen underground conditions which limit foundation penetration; erosion and sediment control best management practices; finish grading; subgrade stabilization; and protection for water or wetland conservation of any type.
12. **PROJECT SITE INSPECTION.** Seller, at Seller's sole option, may commence the Scope of Work prior to Buyer's completion of site preparation. If Seller elects to commence Seller's Scope of Work prior to Buyer's full completion of the Project site work, it does not constitute Seller's acceptance of Buyer's Project site work. Any discrepancies between actual existing conditions and those reported by Buyer may require Seller to issue to Buyer a change order.
13. **ENGINEERING PLANS.** Buyer has reviewed and approved the Engineering Plans. Buyer agrees to and will comply with the terms and conditions contained within the Engineering Plans, and the Engineering Plans are incorporated herein.
14. **PANEL/MODULE STAGING.** If the Price Proposal expressly states that Seller will install the panels/modules for the Project, then Buyer will be responsible for the delivery of the panels/modules to the Project site, unloading the panels at the Project site and staging the right quantity of panels at the end of each row of racks. Seller is merely installing the panels/modules, and Seller does not warrant or represent as to the condition of the panels/modules. Buyer is responsible to protect the panels/modules from damage at all times. Seller does not bear any liability and is not responsible for any additional costs as a result of defective and/or damaged panels/modules that are defective or damaged by anything outside of Seller's control including, but not limited to: shipping; unloading; staging; storage; weather; acts or omissions by Buyer, the property owner, any party other than Seller and each of their respective employees, agents and representatives. If the law governing the Project site requires an electrical contract for the installation of panels/modules, then the parties agree to delete that line item from the Price Proposal and leave all other items unchanged.
15. **SCOPE OF WORK SCHEDULE.** Prior to Seller's commencement of Seller's Scope of Work, Seller will provide Seller's CPM to Buyer that details Seller's installation schedule, including the sequencing of Seller's Scope of Work (the order in which Seller will be installing the foundation and racking components). Buyer agrees to permit Seller to perform Seller's Scope of Work pursuant to the sequencing described in Seller's CPM. If Buyer or other third parties hinder Seller's Scope of Work sequencing schedule described in Seller's CPM, then Seller will issue a change order to the Buyer for the associated costs and delays.
16. **FIELD REPORTS.** Seller provides field reports during construction phases to the Buyer's superintendent with updates to construction progress and other pertinent information. Buyer must notify seller in writing if not agreeable to information in the field report within twenty-four (24) hours of Seller's delivery of the field report. If Seller does not receive a response from Buyer within the twenty-four (24) hour period, it will be construed as Buyer's acknowledgement and acceptance of the information in the field report. Any exception to the field report received by the Seller after the twenty-four (24) hour period will be considered invalid.
17. **WORKING HOURS.** Unless Buyer indicates to Seller in writing otherwise, Seller may perform its Scope of Work at all hours of the day permitted by law on the Project site.
18. **WORK STOPPAGE.** Seller is not responsible for any costs in the event Seller is not able to perform as a result of Buyer's agent, subcontractors, customers and/or clients, or any party other than Seller. In the event Seller cannot commence work or must cease work as a result of the delays described in this section, Seller reserves the right to charge Buyer a standby fee for all of Seller's standby costs. In the event Seller has to demobilize as a result of Buyer, Buyer's agent, subcontractors, customers and/or clients, Seller reserves the right to charge the Buyer a demobilization fee and remobilization fee per instance. Demobilization fees and remobilization fees will be determined by Seller to cover time and materials.
19. **DELAYS.** Seller will not be liable for loss, damage, or delay in manufacture, shipment, delivery of any material or for Seller's inability to perform any of its obligations hereunder due to conditions rendering performance commercially impracticable, or to any cause beyond Seller's control, including, but not limited to: acts or omission by Buyer or any of Buyer's agents or contractors; Buyer's late payment; any condition that makes the Project site unsafe; excessive temperature, rain, mud, snow or wind; acts of God; acts from any government agency; strikes or other labor disturbances; delays in transportation; fuel or other energy shortages; or unforeseen existing Project site conditions. If any such conditions result in delay in performance, the date of material delivery and/or Project completion date shall be extended for a period equal to the time lost by reason of the delay. In the event the delay is caused by Buyer or any of Buyer's agents or contractors, then Seller may issue to Buyer a change order for those costs.
20. **DRILLING.** If pilot-hole drilling and/or rock-drilling is not included in the Price Proposal and should Seller deem pilot-hole drilling and/or rock-drilling necessary, it will be considered a change to the Scope of Work and Seller will issue to Buyer a change order. The drilling change order will include a mobilization charge and a charge for each hole drilled. The drilling change order will be executed by both Seller and Buyer prior to Seller's commencement of the drilling. The drilling charge is not subject to retainer.
21. **ALTERNATE FOUNDATION.** In the event the ground screw foundations do not function properly due to unforeseen sub-grade soil conditions or other reason, Seller will provide Buyer with alternative foundation option(s), if available, and issue a change order for any associated additional costs.
22. **LIMITATION OF LIABILITY.** Seller's liability (whether under the theories of breach of contract or warranty, negligence or strict liability) for Scope of Work that is non-conforming will be limited to

at Seller's option, repairing the non-conforming Scope of Work, replacing the non-conforming Scope of Work or refunding Buyer the purchase price of the alleged non-conforming Scope of Work.

23. **DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.** In no event will Seller be liable for consequential or incidental damages arising out of or in connection with the Price Proposal, Purchase Order or these terms and conditions, including, without limitation, breach of any obligation imposed on Seller hereunder, in connection herewith or within the Price Proposal or Purchase Order. All of Buyer's remedies are defined in Section 22 herein. Consequential damages for purposes hereof will include, without limitation, loss of use, income or profit or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including without limitation, property handled or processed by the use of the material). Buyer will indemnify Seller against all liability, cost or expense which may be sustained by Seller on account of any such loss, damage or injury.
24. **AGENTS, ETC.** No agent, employee, or other representative of Seller has the ability or right to modify or expand these terms and conditions other than Seller's President or Seller's VP General Counsel, and that modification or expansion must be in writing.
25. **RETURNED PRODUCTS.** Delivered products returned to Seller require prior written approval from Seller before the product will be accepted. If Buyer returns a product to Seller, Buyer will be responsible for handling, inspection, restocking, and invoicing charges, if applicable, plus any outgoing packing and freight expenditures. All returns that Seller permits (only with prior written approval) must be shipped to Seller prepaid by Buyer, and must be in the same condition as sent by Seller. Products processed to Buyer's specifications are not returnable. Buyer will pay Seller a restocking fee of fifteen percent (15%) of the Good's purchase price, or \$750.00, whichever is greater shall be paid by Buyer.
26. **TERM/TERMINATION.** Seller may terminate this contract upon Buyer's breach of any term and condition described herein so long as Seller provides Buyer written notice of a breach and Buyer fails to cure the breach within three (3) calendar days.
27. **NO WAIVER.** Forbearance or failure of Seller to enforce any of these terms and conditions stated herein, or to exercise any right accruing from default of Buyer, will not affect or impair Seller's rights arising from such defaults; nor will forbearance or failure be deemed a waiver of Seller's rights in case of any subsequent default of Buyer.
28. **SEVERABILITY.** If any provision of these terms and conditions are unenforceable or invalid, these terms and conditions will be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof.
29. **ASSIGNMENT.** These terms and conditions will be binding upon and will inure to the benefit of the successors and assigns of Buyer and Seller provided, however that Buyer may not assign or transfer this contract, in whole or in part, except upon the prior written consent of Seller. Seller may assign this agreement at any time without Buyer's consent.
30. **ENFORCEMENT COSTS.** In the event any party is required to take, or respond to, any action in law or in equity to enforce any portion of these terms and conditions, the Price Proposal or the Purchase Order, the prevailing party in any proceeding will be entitled to recover all costs, expenses, and attorney's fees actually incurred in taking or responding to any action, in addition to any other legal or equitable relief that may be awarded by the court.
31. **GOVERNING LAW.** These terms and conditions will be construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of law provisions. All actions or proceedings arising directly or indirectly here from will be litigated only in the state courts in Lee County, Florida, and the parties hereby consent to the jurisdiction and venue of the state courts in Lee County, Florida.
32. **NOTICES.** All of Seller's notices, requests, consents and other communications to Buyer under these terms and conditions shall be in writing and shall be delivered via electronic mail, facsimile transmission, hand delivered, or mailed by registered or certified mail to the addresses that Buyer provides on the Price Proposal. If Buyer fails to provide an address or e-mail address, Seller may rely on address and e-mail addresses that Buyer has previously provided to Seller. All Buyer's notices to Seller under these terms and conditions will be mailed to Seller and e-mailed to: notifications@seamark.com and info@seamark.com.
33. **SELLER LICENSE INFORMATION.** Seller currently holds the following licenses: NV License #0080064; OR License #220763; and RI License #42945.
34. **ENTIRE CONTRACT.** These terms and conditions, the Price Proposal and the documents that are expressly incorporated herein will constitute the entire agreement between Buyer and Seller and no statement, correspondence, sample or other term shall modify or effect the terms hereof or within the Price Proposal.

Caribou Solar Power, LLC

SOLAR PANEL



Both 6BB & 9BB are available

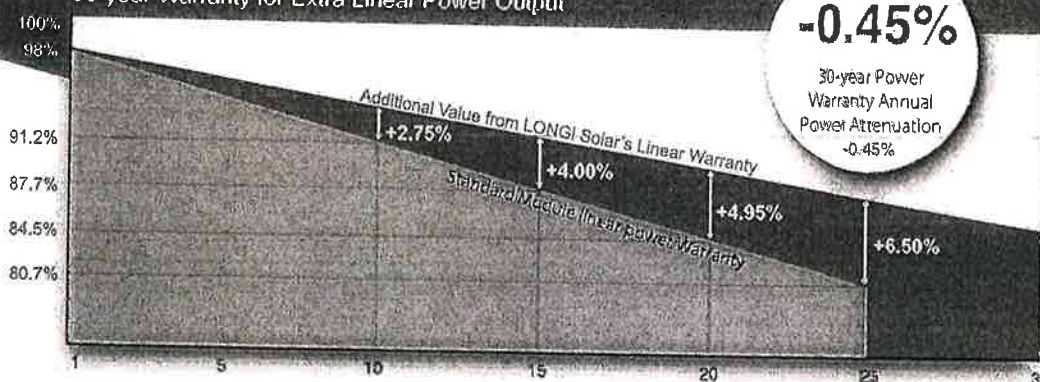
LR4-72HBD 425~450M

Hi-MO 4

NEW

**High Efficiency
Low LID Bifacial PERC with
Half-cut Technology**

10-year Warranty for Materials and Processing;
30-year Warranty for Extra Linear Power Output



Complete System and Product Certifications

IEC 61215, IEC61730, UL61730

ISO 9001:2008: ISO Quality Management System

ISO 14001: 2004: ISO Environment Management System

TS62941: Guideline for module design qualification and type approval

OHSAS 18001: 2007 Occupational Health and Safety



* Specifications subject to technical changes and tests. LONGi Solar reserves the right of interpretation.

Front side performance equivalent to conventional low LID mono PERC:

- High module conversion efficiency (up to 20.7%)
- Better energy yield with excellent low irradiance performance and temperature coefficient
- First year power degradation <2%

Bifacial technology enables additional energy harvesting from rear side (up to 25%)

Glass/glass lamination ensures 30 year product lifetime, with annual power degradation < 0.45%, 1500V compatible to reduce BOS cost

Solid PID resistance ensured by solar cell process optimization and careful module BOM selection

Reduced resistive loss with lower operating current

Higher energy yield with lower operating temperature

Reduced hot spot risk with optimized electrical design and lower operating current

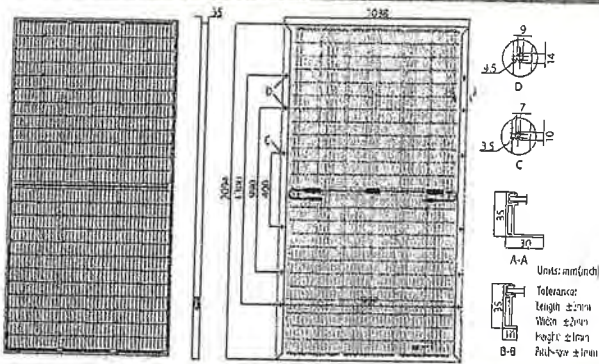
LONGi

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Tel: +86-21-80162606 E-mail: module@longi-solar.com Facebook: www.facebook.com/LONGi Solar

Note: Due to continuous technical innovation, R&D and improvement, technical data above mentioned may be of modification accordingly. LONGi have the right to make such modification at anytime without further notice. Demanding party shall request for the latest datasheet for such as contract need and make it a constituting and binding part of any further documentation duly signed by both parties.

LR4-72HBD 425~450M

Design (mm)



Mechanical Parameters

Cell Orientation: 144 (6x24)
 Junction Box: IP68, three diodes
 Output Cable: 4mm², 300mm in length,
 length can be customized
 Glass: Dual glass
 2.0mm coated tempered glass
 Frame: Anodized aluminum alloy frame
 Weight: 27.5kg
 Dimension: 2094x1038x35mm
 Packaging: 30pcs per pallet
 150pcs per 20'GP
 660pcs per 40'HC

Operating Parameters

Operational Temperature: -40°C ~ +85°C
 Power Output Tolerance: 0 ~ +5W
 Voc and Isc Tolerance: ±3%
 Maximum System Voltage: DC1500V (IEC/UL)
 Maximum Series Fuse Rating: 25A
 Nominal Operating Cell Temperature: 45±2°C
 Safety Class: Class II
 Fire Rating: UL type 3
 Bifaciality: Glazing ≥70%

Electrical Characteristics

Model Number	Test uncertainty for P _{max} : ±3%											
	LR4-72HBD-425M		LR4-72HBD-430M		LR4-72HBD-435M		LR4-72HBD-440M		LR4-72HBD-445M		LR4-72HBD-450M	
Testing Condition	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (P _{max} /W)	425	336.0	430	319.7	435	313.5	440	327.2	445	330.9	450	334.6
Open Circuit Voltage (V _{oc} /V)	48.7	45.4	48.9	45.6	49.1	45.7	49.2	45.8	49.4	46.0	49.6	46.2
Short Circuit Current (I _{sc} /A)	11.22	9.08	11.30	9.14	11.36	9.20	11.45	9.27	11.51	9.32	11.58	9.38
Voltage at Maximum Power (V _{mp} /V)	40.4	37.5	40.6	37.7	40.8	37.9	41.0	38.1	41.2	38.3	41.4	38.4
Current at Maximum Power (I _{mp} /A)	10.52	8.42	10.60	8.49	10.66	8.54	10.73	8.60	10.80	8.65	10.87	8.70
Module Efficiency(%)	19.6		19.8		20.0		20.2		20.5		20.7	

STC (Standard Testing Conditions): Irradiance 1000W/m², Cell Temperature 25°C, Spectra at AM1.5

NOCT (Nominal Operating Cell Temperature): Irradiance 800W/m², Ambient Temperature 20°C, Spectra at AM1.5, Wind at 1m/s

Electrical characteristics with different rear side power gain (reference to 445W front)

P _{max} /W	V _{oc} /V	I _{sc} /A	V _{mp} /V	I _{mp} /A	P _{max} gain
467	49.4	12.09	41.2	11.34	5%
490	49.4	12.67	41.2	11.88	10%
512	49.5	13.24	41.3	12.42	15%
534	49.5	13.82	41.3	12.96	20%
556	49.5	14.40	41.3	13.50	25%

Temperature Ratings (STC)

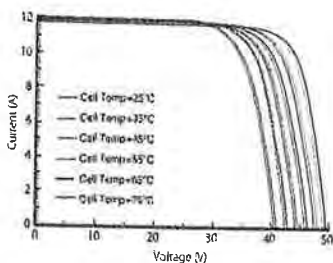
Temperature Coefficient of I_{sc}: +0.060%/°C
 Temperature Coefficient of V_{oc}: -0.300%/°C
 Temperature Coefficient of P_{max}: -0.370%/°C

Mechanical Loading

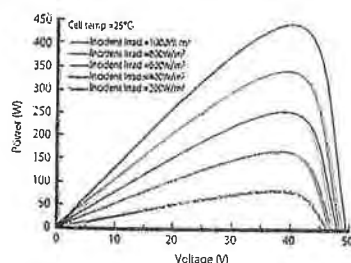
Front Side Maximum Static Loading: 5400Pa
 Rear Side Maximum Static Loading: 2400Pa
 Hailstone Test: 25mm Hailstone at the speed of 23m/s

I-V Curve

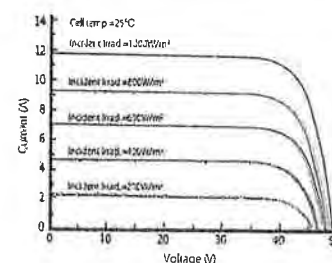
Current-Voltage Curve (LR4-72HBD-440M)



Power-Voltage Curve (LR4-72HBD-440M)



Current-Voltage Curve (LR4-72HBD-440M)



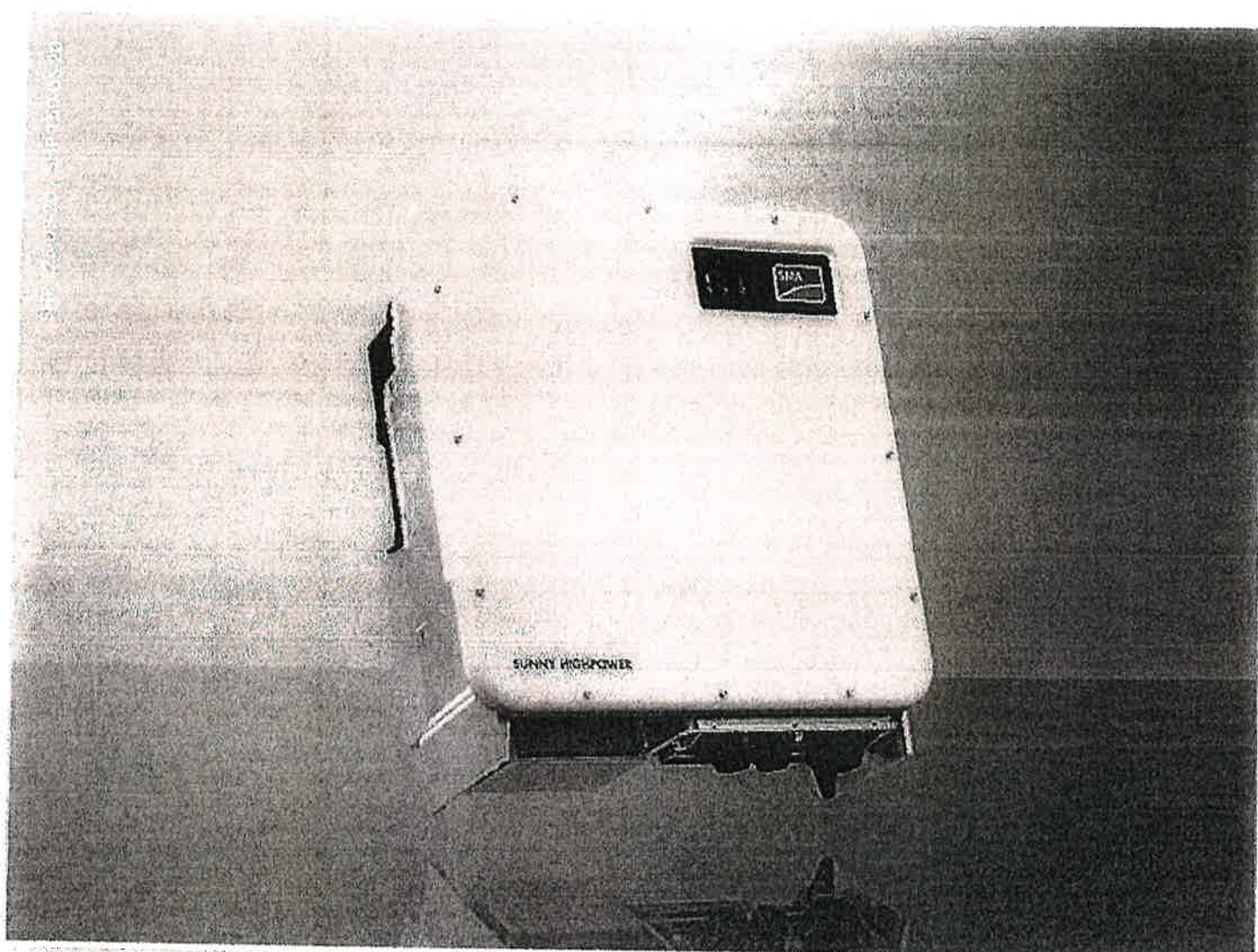
LONGI

Room 801, Tower 3, Lujiazui Financial Plaza, No 426 Century Avenue, Pudong Shanghai, 200120, China
 Tel: +86-21-80162606 E-mail: module@longi-solar.com Facebook: www.facebook.com/LONGI Solar

Note: Due to continuous technical innovation, R&D and improvement, technical data above mentioned may be of modification accordingly. LONGI have the sole right to make such modification at anytime without further notice. Demand ing party shall request for the latest datasheet for such as our website, and make it a corresponding and binding part of any transaction with LONGI.

Caribou Solar Power, LLC

INVERTERS



Cost effective

- Modular architecture reduces BOS and maximizes system uptime
- Compact design and high power density maximize transportation and logistical efficiency

Maximum flexibility

- Scalable 1,500 VDC building block with best-in-class performance
- Flexible architecture creates scalability while maximizing land usage

Simple install, commissioning

- Ergonomic handling and simple connections enable quick installation
- Centralized commissioning and control with SMA Data Manager

Highly innovative

- SMA Smart Connected reduces O&M costs and simplifies field-service
- Powered by award winning ennexOS cross sector energy management platform

SUNNY HIGHPOWER PEAK3 125-US / 150-US

A superior modular solution for utility power plants

The new Sunny Highpower PEAK3 is SMA's latest addition to a comprehensive portfolio of utility solutions. This 1,500 VDC inverter offers high power density in a modular architecture that achieves a cost-optimized solution for utility-scale PV integrators. With fast, simple installation and commissioning, the Sunny Highpower PEAK3 is accelerating the path to energization. SMA has also brought its field-proven Smart Connected technology to the PEAK3, which simplifies O&M and contributes to lower lifetime service costs. The PEAK3 utility system solution is powered by the ennexOS cross sector energy management platform, 2018 winner of the Intersolar smarter E AWARD.

Technical Data *

Sunny Highpower PEAK3 125-US

Sunny Highpower PEAK3 150-US

Input (DC)

Maximum array power

187500 Wp STC

225000 Wp STC

Maximum system voltage

1500 VDC

MPP voltage range

710 V ... 1425 V

855 V ... 1425 V

MPP trackers

1

Maximum operating input current

180 A

Maximum input short-circuit current

325 A

Output (AC)

Nominal AC power

125000 W

150000 W

Maximum apparent power

125000 VA

150000 VA

Output phases / line connections

3 / 3-PE

Nominal AC voltage

480 V

600 V

Compatible transformer winding configuration

Wye-grounded

Maximum output current

151 A

Rated grid frequency

60 Hz

Grid frequency / range

50 Hz, 60 Hz / -6 Hz ... +6 Hz

Power factor at rated power / adjustable displacement

1 / 0.0 leading ... 0.0 lagging

Harmonics (THD)

<3%

Efficiency

CEC efficiency (preliminary)

98.5%

98.5%

Protection and safety features

Ground fault monitoring: Riso / Differential current

• / •

DC reverse polarity protection

•

AC short circuit protection

•

Monitored surge protection (Type 2): DC / AC

• / •

Protection class / overvoltage category (as per UL 840)

I / IV

General data

Device dimensions (W / H / D)

770 / 830 / 444 mm (30.3 / 32.7 / 17.5 in.)

Device weight

85 kg (185 lbs)

Operating temperature range

-25°C ... +60°C (-13°F ... +140°F)

Storage temperature range

-40°C ... +70°C (-40°F ... +158°F)

Audible noise emission (full power @ 1m and 25°C)

<65 dB(A)

Internal consumption at night

<5 W

Topology

Transformerless

Cooling concept

OptiCool (forced convection, variable speed fans)

Enclosure protection rating

Type 4X (as per UL 50E)

Maximum permissible relative humidity (non-condensing)

100%

Additional information

Mounting

Rock mount

DC connection

Terminal lugs - up to 600 kcmil CU/AL

AC connection

Screw terminals - up to 300 kcmil CU/AL

LED Indicators (Status/Fault/Communication)

•

SMA Speedwire (Ethernet network interface)

• (2 x RJ45 ports)

Data protocols: SMA Modbus / SunSpec Modbus /

• / • / •

Webconnect

OptiTrack Global Peak (shade tolerant MPP tracking)

•

PIQ Mitigation Solution

•

Integrated Plant Control / On Demand 24/7

• / •

Off-grid capable / SMA Fuel Save Controller compatible

• / •

SMA Smart Connected (proactive monitoring and service)

•

Certifications (pending as of June 2018)

Certifications and approvals

UL 1741, UL 1998, IEEE 1547, CAN/CSA-C22.2 No.62109

FCC compliance

FCC Part 15, Class A

Grid interconnection standards

UL 1741 SA - CA Rule 21, HECO Rule 14H, PRC-024-02

Advanced grid support capabilities

L/HVRT, L/HVHT, Volt-VAr, Volt-Watt, Frequency-Watt, Ramp Rate Control, Fixed Power Factor

Warranty

Standard

5 years

Optional extensions

10 / 15 / 20 years

Type designation

SHP 125-US-20

SHP 150-US-20

* Preliminary data as of June 2018 • Standard features ○ Optional features

SMA America, LLC reserves the right to change specifications without notice. Changes to products and services, including those affecting performance, are subject to change without notice. SMA America, LLC is not responsible for any damage or loss resulting from the use of this information.



Emerald Valley Ranches, LLC.
476 West Presque Isle Rd.
PO Box 717
Caribou, ME 04736-0717

May 13, 2020

Caribou Planning Board
25 High St.
Caribou, ME 04736

Members of the Planning Board,

The purpose of this letter is in support of the Use Permit Application from Caribou Solar, LLC to construct a Solar Array on Tax Map 7, Lot 32 at 192 Washburn St. in Caribou.

Emerald Valley Ranches, LLC is a large fresh broccoli producer in Caribou. Our cooler is located at 166 Washburn St. east of the subject property with an access road/right-of-way between us. During our shipping season, July thru October, this entrance handles over 1000 refrigerated tractor/trailer units used to ship our product to east coast markets. Additionally, over twice that number of farm trucks with harvest trailers bring broccoli in from the fields to be cooled and iced prior to shipment. I have met with the principles of Caribou Solar, Shawn Pelletier and Carl Soderberg. As a result, I feel this development will have no effect on my ability to transport or ship our broccoli crop.

Additionally, as a previous owner of the subject property and an area farmer, it is my opinion that a solar array is the highest and best use for this property.

Lastly, Shawn and Carl are local businessmen, substantial employers and taxpayers and continue to invest in our community making Caribou a better place to live and do business. Their continued investment here at home deserves all our support.

Thank you in advance for your thoughtful consideration of this application.


Andy Ayer
Emerald Valley Ranches, LLC

Ken Murchison

From: Rick Solman <rsolman@solmanhunter.com>
Sent: Tuesday, January 14, 2020 5:35 AM
To: Ken Murchison
Subject: Re: 713 Main Street

Hello Ken-

It looks like Cary Medical Center will be vacating the space I rent this spring. Since there is no demand for office space, it looks like I will have to petition to re-zone so I can convert my empty space to apartments.

I would also like to talk to you and the Zoning Board about another option – adding a provision for a special exception in each of the zones. That gives flexibility on permitting and uses.

Rick

From: Ken Murchison
Sent: Tuesday, April 23, 2019 3:08 PM
To: rsolman@solmanhunter.com
Subject: RE: 713 Main Street

Rick,

We could approach the Planning Board and request Rezoning from Commercial 1 (C-1) and Commercial 2 (C-2) to Residential 2 (R-2). There would have to be a Public Hearing at both the Planning Board and Council Levels but it wouldn't cost you anything.

If we should prevail, you would have to apply for a Use Permit to change the occupancy (\$90.00, Planning Board Public Hearing) and the subsequent Building Permit for the renovations (\$50.00). If the intent would be to keep a portion of that lot in a Commercial District it would be better to divide the lot and request rezoning in the appropriate area but there would be cost associated with surveying and so forth.

Ken

From: rsolman@solmanhunter.com <rsolman@solmanhunter.com>
Sent: Tuesday, April 23, 2019 2:51 PM
To: Ken Murchison <kmurchison@cariboumaine.org>
Subject: 713 Main Street

Hi Ken-

Any ideas on how I can renovate my downstairs unit at 713 Main Street?

Rick
Richard D. Solman
Solman & Hunter, P.A.

Chapter 187: PLANNING AND LAND USE REGULATION

Subchapter 3: LAND USE REGULATION

§4352. Zoning ordinances

9. Notice; general requirements. Before adopting a new zoning ordinance or map or amending an existing zoning ordinance or map, including ordinances or amendments adopted under the laws governing growth management contained in chapter 187, subchapter II or the laws governing shoreland zoning contained in Title 38, chapter 3, subchapter I, article 2-B, the municipal reviewing authority must post and publish notice of the public hearing required under subsection 1 in accordance with the following provisions.

A. The notice must be posted in the municipal office at least 13 days before the public hearing. [PL 1997, c. 36, §2 (AMD).]

B. The notice must be published at least 2 times in a newspaper that complies with Title 1, section 601 and that has a general circulation in the municipality. The date of the first publication must be at least 12 days before the hearing and the date of the 2nd publication must be at least 7 days before the hearing. That notice must be written in plain English, understandable by the average citizen. [PL 1997, c. 36, §2 (AMD).]

C. [PL 1993, c. 374, §3 (RP).]

D. [PL 1993, c. 374, §3 (RP).]

E. Notice must be sent by regular mail to a public drinking water supplier if the area to be rezoned contains its source water protection area. [PL 1999, c. 761, §8 (NEW)]



City of Caribou, Maine

Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 493-4228
www.cariboumaine.org

May 28, 2020

Mr. Ryan Deprey and Mr. Todd Albert
618 Sweden St,
Caribou ME 04736

Aroostook Driving School,

The City of Caribou recognizes that the Aroostook Driving School goal is to provide the best possible educational experience for your son and/or daughter to learn to drive safely and that due to Covid-19 Protocol the Aroostook Drive School has been temporarily displaced from their normal base of operations, RSU 39 School System.

In order to provide this educational service ADS has sought a temporary lease at 14 Evergreen Parkway, Caribou, Maine. This building has recently seized operation as a restaurant business making this space available for other use.

There is ample space in this envelope to provide the proposed service and still have sufficient room for social distancing in a classroom setting.

The building at 14 Evergreen Parkway is a fully sprinkled, ADA compliant facility with ample lighting and potential for broadband technology, in a Commercial 2 (C-2) District, making it a very good fit for a personal service/educational application.

If we can be of assistance in the resolution of this issue or if you have any questions please contact this office at the Caribou Municipal Building at 25 High Street, phone: (207) 493-5967 or email at kmurchison@cariboumaine.org.

Best Regards,


Kenneth Murchison
Zoning Administrator/CEO

Cc: City Manager, Fire Chief and Police Chief



City of Caribou, Maine

*Municipal Building
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May 20, 2020

Caribou City Council

Re: Complaints at 565 Van Buren Road

Mayor Goughan and City Councilors,

This letter is in response to your request for information about the on-going situation at 565 Van Buren Road. State law provides that discussions on active CEO cases may take place during executive sessions. If the Council would like to hold an executive session at your next meeting, I can be available to discuss more details with you. The following is a history of this matter.

The first contact with the City by Mr. Duplessie was actually a Building Permit approved September 7, 2016, before the current CEO started service with the City. See attached.

Caribou's Code Enforcement Officer's involvement with possible violations at 565 Van Buren Road began with a complaint from the neighbor, Mr. Gary Nadeau, at 557 Van Buren Road. On or about September 17, 2018 CEO inspected the site from the perimeter and found several cars in different states of repair catches of parts in various areas and assorted junk. Attached find the Legal Notice/Notice of Violation dated September 25, 2018. The owner at 565 Van Buren Road, Mr. Phillip Duplessie, had until 10/14/2018 to dispose of the unregistered vehicles and junk. Winter came in October that year and the matter went unresolved. See attached.

Prompted by additional complaints from Mr. Nadeau, a second Notice of Violation was drafted on March 21, 2019 and in addition to the original Motor Vehicle Violation a violation on the conditions of keeping livestock and poultry was added to the Notice. Mr. Duplessie was given until May 1, 2019 to comply. Attached find the 2nd Notice of Violation.

On March 22, 2019 Mr. Duplessie met with the Code Enforcement Officer at the Caribou City Office and discussed his wishes to start an automotive repair business on his property and to "make it right with the City". We talked about his options and that compliance with the pending Notices was necessary. Caribou Staff guided Mr. Duplessie to the appropriate application. He returned that same day with his completed Use Permit Application for an Auto Repair Business on his property 565 Van Buren Road Tax Map 014 Lot 046-A in the R-3 District.

By Caribou Code, the decisions to approve of the commercial land use of Automotive Repair in the R-3 zone, lies with the Caribou Planning Board so Mr. Duplessie's application was held over for the next Planning Board Meeting April 11, 2019. See the attached Caribou Planning Board minutes of the April 11, 2019 and May 9, 2019 meetings. Also attached is the approved City of Caribou Use Permit signed May 9, 2019.

In short, the Duplessie Use Permit Application was approved by the Planning Board but with the following conditions;

- Complete prior building permit conditions
- Raise a fence of the North and South Boundaries of the property at 565 Van Buren Road. (Note that a fence is not required by Caribou Code for a business of this type in the R-3 District. A junk yard or automobile recyclers permit would require a fence, earth barrier or tree line. A tree line already exists between these two properties, but the fence was added in an attempt to keep the peace in the neighborhood.)

Planning Board allowed 90 days to complete conditions to the Application.

City staff continued to follow Mr. Duplessie's progress and work with him toward full compliance without shutting down his personal business.

As complaints persisted, the letter of April 23, 2020 was drafted (See attached) to remind Mr. Duplessie of his obligation. An additional 30, days from the receipt of this letter, was granted for the application of the fence. This timing will elapse on or about May 25, 2020.

At the time of this update the fence has not been completed but Mr. Duplessie has communicated his plans to complete the fence and to add a bay to his garage. This will allow him to expand his business and add an employee. He asked that he not be made to apply siding to the south face of his garage building, which would finish his original Building Permit conditions, while he seeks a new building permit to add to that side of his building.

List of Complaints:

- Unregistered and Non operable Vehicles and Junk:
 - Planning Board felt that the Applicant had brought his property into compliance at the time of approval
 - Further guidance shows us that a business of this type requires five off road parking spaces for customer parking and allows up to 180 days while vehicles are in repair. When we consider personal vehicles of the landowner and service vehicle for the business this accounts for the vehicles parked on site.
- Floor Drain:
 - At the time of the Building Permit a floor drain was acceptable for a residential garage.
 - When the concern was raised the property, owner installed a water/oil separator.
 - The site has been inspected by the Maine Department of Environmental Protection (due to neighbor complaint) and found no issues with this application.
- Excessive Noise:
 - No Incident report was ever files regarding noise.

- CEO could not verify excessive noise on site visit.
- Chicken Coop
 - Chicken coop is currently ten feet from the North Property Line
 - Poultry and Livestock should be kept 50' from any property line
 - Property owner has been advised

During our conversations with Mr. Duplessie and Mr. Nadeau it became evident that there was more history between these two landowners, so CEO followed inquired with the Police Department on call history from these two properties. Attached are Incident reports from Caribou Police Department regarding complaints on 565 Van Buren Road emanating from 557 Van Buren Road. No charges were ever brought. No complaints from other neighbors have been received.

We are trying to be reasonable as we work within city regulations, want to support small business, and maintain peaceful neighborhoods. If you have any questions please contact this office at the Caribou Municipal Building at 25 High Street, phone: (207) 493-5967 or email me at kmurchison@cariboumaine.org.

Respectfully Submitted


Kenneth Murchison

Zoning Administrator/CEO

Cc: City Manager

Legal Notice
Notice of Violation

Date of Notice: 09/25/2018
Reference: Map 014 – Lot 046-A / 565 Van Buren Road
To: Phillip Duplessie
565 Van Buren Road
Caribou, ME 04736

Mr. Duplessie,

It has been reported that there are several unregistered vehicles, several all-terrain vehicles in various states of repair, auto motive parts and junk stacked up and lying about on and beyond the east property line at your 565 Van Buren Road property. Upon further inspection we observed the same (See attached).

Date this violation was observed: 09/17/2018

Violation of Sections: 302

Violation Description: Motor Vehicles

302.8 Motor Vehicles: Except as provided for in other regulations, no inoperative or unlicensed motor vehicle should be parked, kept or stored on any premises and no vehicles shall be in a state of major disassembly, disrepair or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. There is an exception to 302.8 Motor Vehicles and it states; A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similar enclosure designed and approved for such purposes.

You are hereby ordered to take the following corrective action:

Properly dispose of unregistered vehicles and junked parts in and around the exterior of your property at 565 Van Buren Road, Caribou, Maine.

You are ordered to take corrective action by: 10/14/2018

Failure to comply with this order may result in court action being taken against you. MRSA Title 30-A establishes a minimum fine of \$100.00 per day for each violation. A separate fine may be assessed for day the violation continues. The City of Caribou may seek an order for corrective action, a substantial fine plus attorney fees and court cost in this action.

Contact the office of Zoning Administrator & Code Enforcement @ City Hall or by phone 493-4234 if you have any questions concerning this violation and to make arrangements to bring your

property into compliance. You must notify the Code Enforcement Officer when corrective actions are complete to schedule an inspection.

Copies of the local ordinance and a link to the 2015 International Property Maintenance Code as adopted by the City of Caribou 01/23/2017 is available at the City of Caribou website:

www.cariboumaine.org

Best Regards,

A handwritten signature in dark ink, appearing to read "Kenneth Murchison", with a large, stylized flourish at the end.

Kenneth Murchison

Zoning Administrator/CEO Cc: City Manager, Fire Chief and Police Chief

Legal Notice

2nd Notice of Violation

Date of Notice: 03/21/2019
Reference: Map 014 – Lot 046-A / 565 Van Buren Road
To: Phillip Duplessie
565 Van Buren Road
Caribou, ME 04736

Mr. Duplessie,

It has been reported that here are several unregistered vehicles in various states of repair, automotive parts and junk stacked up and lying about on and beyond the east property line at your 565 Van Buren Road property. Upon further inspection we observed the same.

Date this violation was observed: 09/17/2018

Violation of Sections: 302

Violation Description: Motor Vehicles

302.8 Motor Vehicles: Except as provided for in other regulations, no inoperative or unlicensed motor vehicle should be parked, kept or stored on any premises and no vehicles shall be in a state of major disassembly, disrepair or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. There is an exception to 302.8 Motor Vehicles and it states; A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similar enclosure designed and approved for such purposes.

You are hereby ordered to take the following corrective action:

Properly dispose of unregistered vehicles and junked parts in and around the exterior of your property at 565 Van Buren Road, Caribou, Maine.

You are ordered to take corrective action by: 04/01/2019

Failure to comply with this order may result in court action being taken against you. MRSA Title 30-A establishes a minimum fine of \$100.00 per day for each violation. A separate fine may be assessed for day the violation continues. The City of Caribou may seek an order for corrective action, a substantial fine plus attorney fees and court cost in this action.

Date this violation was observed: 03/20/2019

Violation of Sections: Caribou Code Chapter 13-740

Violation Description:

Livestock and Poultry

40. Conditions of Keeping Livestock and Poultry

1. Any livestock shall be kept at least 100 feet from any property line except pigs and hogs which shall be kept at least 200 feet from any property line and shall be kept at least 100 feet from any residential dwelling or water well.

2. Any poultry shall be kept at least 50 feet from any property line.

You are hereby ordered to take the following corrective action:

Place chicken coops and pens away from the side boundaries of your property.

You are ordered to take corrective action by:

04/01/2019

Contact the office of Zoning Administrator & Code Enforcement @ City Hall or by phone 493-4234 if you have any questions concerning this violation and to make arrangements to bring your property into compliance. You must notify the Code Enforcement Officer when corrective actions are complete to schedule an inspection.

Copies of the local ordinance and a link to the 2015 International Property Maintenance Code as adopted by the City of Caribou 01/23/2017 is available at the City of Caribou website:
www.cariboumaine.org

Best Regards,



Kenneth Murchison

Zoning Administrator/CEO Cc: City Manager, Fire Chief and Police Chief

Code Enforcement - Inspections

Permit Fee Payments at front counter - first floor.

Date: March 22, 2019Customer Name: Phillip Duplessie

\$

12 - Electrical Permit: _____

13 - Building Permit: _____

14 - Plumbing permit: _____

75% Caribou _____

25% State _____

Shellfish Surcharge: \$15.00 _____

53 - Zoning Document fee: _____

54 - Site Design Application: 90.00

55 - Board of Appeals Application: _____

56 - Certificate of Occupancy: \$25.00 _____

57 - Demolition Permit: \$25.00 _____

58 - Sign Permit: _____

\$50.00 per sign X _____ = _____

59 - Subdivision Application: _____

61 - Heating Equip. Installation Permit: \$20.00 each X _____ = _____

62 - Misc. Inspection Service: \$40.00 each X _____ = _____

TOTAL:

\$ 90.00



City of Caribou Use Permit Application

Planning & Code Enforcement
25 High St.
Caribou, Maine 04736
(207) 493 - 3324 X 214
kmurchison@cariboumaine.org

Public Hearing Notification fee \$90.00

Date Received: 03/22/2019

If Planning Board approval is required for your requested use, please be aware that the Board meets on the second Thursday of each month. Your application must be received in the Code Enforcement Office at least 15 business days in advance of the meeting in order to meet notification requirements. Please provide a dimensional site plan of your property showing the location of all buildings, parking and access from the public way.

Owner of Property: Philip Duplessie Phone: (207) 762-2527

Mailing Address: 565 Vanburen Rd
Caribou Me 04736

Location of Property: 565 Vanburen Rd Caribou Me 04736

Tax Map: 14 Lot Number: 46-A Zone: R-3

Requested Use: Auto Repair Business

Signature of Applicant:

Philip Duplessie

Date: 3-22-19

City of Caribou, Maine
Planning Board

Use Permit for: Automotive Repair Business

Address: 565 Ken Burn Road

On: 05/03/2019 (date) the members of the Caribou Planning Board met to consider the application for Site Design Review on the property referenced above.

The application was: Denied / Approved / Approved with conditions
Approved by the Caribou Planning Board

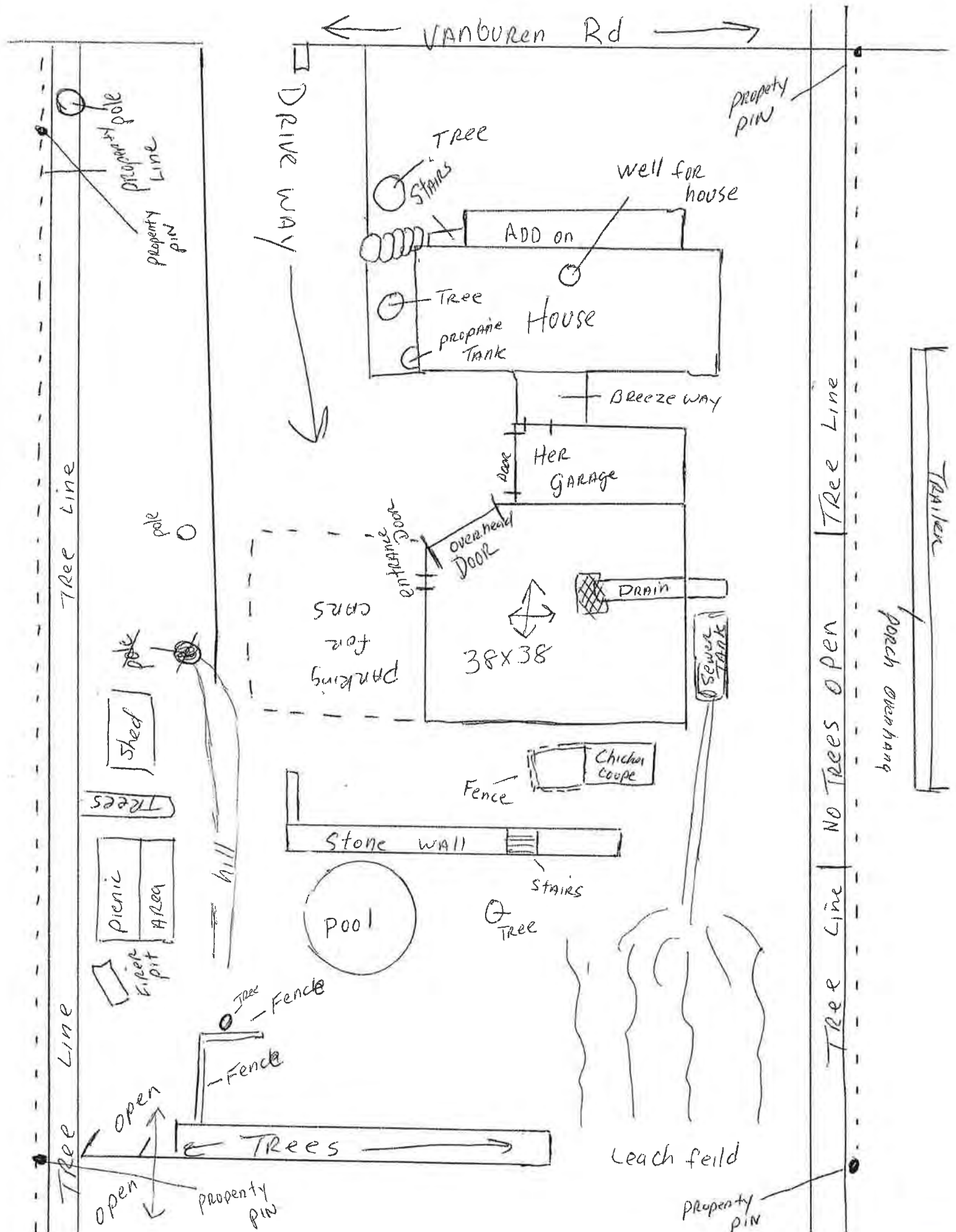
Signed: [Signature] Chairman of the Planning Board

[Signature]
[Signature]
[Signature]
[Signature]

Date: 05 / 09 / 2019

Conditions of Approval:

Complete prior building Permit (siding)
Fence on South and North Boundaries



**Caribou Planning Board
Notice of Public Hearings**

**Thursday, April 11, 2019 at 5:30 pm
City Council Chambers at the City Office, 25 High Street**

To: Owner of Record within 500' of the Public Hearing property

From: Caribou Planning Board

Date: March 28, 2019

Re: The Caribou Planning Board will hold a Public Hearing on Thursday, April 11, 2019 at 5:30 pm in the City Council Chambers at the Caribou City Office located at 25 High Street. The side door (nearest the bank) will be open to the public to attend the meeting.

**Public Hearing: A Use Permit Application from Philip Duplessie for an Auto Repair
Business at 565 Van Buren Road.**

Additional information about the Public Hearing may be posted at the City's website seven days prior to the meeting:

<http://www.cariboumaine.org/government/planning-board-minutes-and-agendas/>

To view tax maps, zoning maps, the local ordinance or other information, please visit the Code Enforcement page at the City's website:

<http://www.cariboumaine.org/index.php/departments/code-enforcement/>

Interested individuals are encouraged to attend.

Best Regards,

Ken Murchison
Zoning Administrator/CEO

GUERRETTE FARMS CORP.
P.O. BOX 1135
CARIBOU, ME 04736 1135

RICKY P. MARTIN AND KIMBER
564 VAN BUREB ROAD
CARIBOU, ME 04736

WAYNE P. BELANGER
595 VAN BUREN ROAD
CARIBOU, ME 04736

ORILLA THIBODEAU
572 VAN BUREN ROAD
CARIBOU, ME 04736

GUERRETTE FARMS CORP.
P.O. BOX 1135
CARIBOU, ME 04736 1135

RUSSEL E. CHAPMAN
C/O DANALD AND IDA CHAPMAN
569 VAN BUREN ROAD
CARIBOU, ME 04736

PHILLIP DUPLESSIE
565 VAN BUREN ROAD
CARIBOU, ME 04736

GARY P. AND RUTH NADEAU
557 VAN BUREN ROAD
CARIBOU, ME 04736

ULYSSES GUERRETTE-DEV
CO/BRIAN GUERRETTE
P.O. BOX 1135
CARIBOU, ME 04736 1135

GUERRETTE FARMS CORP.
P.O. BOX 1135
CARIBOU, ME 04736 1135

GUERRETTE FARMS CORP.
P.O. BOX 1135
CARIBOU, ME 04736 1135

ROGER CHALOUT
P.O. BOX 249
CARIBOU, ME 04736



City of Caribou, Maine

*Municipal Building
25 High Street
Caribou, ME 04736
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Caribou Planning Board Meeting Minutes Thursday, April 11, 2019 @ 5:30 pm City Council Chambers

Members Present: Robert White, Phil Cyr, Philip McDonough III, Todd Pelletier, Evan Graves and Dan Bagley

Members Absent: Christine Solman

Others Present: Ken Murchison –CEO & Zoning Administrator, Denise Lausier –Executive Assistant to the City Manager, Philip Duplessie, Jodi Duplessie, Gary Nadeau and Riley Cray

I. Call Meeting to Order –The meeting was called to order at 5:30 pm.

Chairman Robert White commented that Evan Graves will be competing in the Boston Marathon. The Board wished him the best.

II. Approval of minutes from the March 14, 2019 Planning Board Meeting – Todd Pelletier moved to accept the minutes as presented; seconded by Philip McDonough III. Motion carried with all in favor.

III. Public Hearing –

- a. **Use Permit for Philip Duplessie who plans to do an automotive repair business at his 565 Van Buren Road property** – Public Hearing was opened at 5:33 pm. Philip Duplessie was present and gave an overview of what he is applying to do. He worked 23 years at McCains and got hurt, this has been his hobby and it has turned into a bigger operation. He has cleaned things up and now the vehicles in the front all drive and move, only one is not registered. He's doing good with business and keeps purchases local in Caribou. He does auto mechanics, engines and transmissions, motors, windshields and body touch ups. Fluids go to containers, the drain in the garage drains out in the open.

CEO Ken Murchison stated that two notices of violations went out on this property last month, both times Mr. Duplessie has come in to see Ken. Have had no problems lately. Phil Duplessie commented that he plans to put a fence in the back to shield, parts are on a sled trailer organized and this is now his income.

Dan Bagley commented that he has no issues with the permit, but that Mr. Duplessie still needs to comply with the city ordinances and fix the violations.

There were concerns with all the vehicles in the yard. Philip Duplessie commented that they are down back on the property line. Jodi Duplessie stated they cannot be seen unless you look through the trees.

Philip McDonough III had concerns with potential contamination of wells. Dan Bagley stated the Board needs a plan to look at with location of wells, leach fields etc. Phil Cyr requested a site plan with location of buildings, property lines, location of wells to location of the shop and surrounding wells.

Gary Nadeau, neighbor next door. Mr. Nadeau is retired and he stated that on his back patio all he can see are lots of non-registered vehicles. Behind the property line are old washer and dryers and old lawn tractors. The drain is five feet from the property line. Mr. Nadeau's brother in law is next door and his well is 45 feet deep, 23 feet from the property line. Mr. Nadeau's well is 30 feet deep. He has six to seven vehicles buried under the snowbank. Mr. Nadeau also stated that late at night he does air sanding with the air compressor going.

Public Hearing was closed at 5:51.

Chairman Robert White stated that the Board needs an accurate site plan sketch.

Philip McDonough III moved to table this item until the City has all the proper documentation and it meets all City ordinances as talked about; seconded by Phil Cyr. Motion carried with all in favor.

The Board also requested up to date photos taken right before the May 9th meeting.

IV. Old Business –

- a. Residential Lease for Sonia Godin doing business as Serenity Beauty Spa and Salon at 11 Summer Street Map 32, Lot 157 –** The Board had approved Sonia Godin's home occupation application in March with the condition they would receive a copy of her lease. A copy of the lease was given to the Board.

V. New Business –

- a. Continue review of a Site Design Review application for Dunkin Brands, Inc. –** CEO Ken Murchison explained that they have received approval from MDOT along with the documents they have been waiting for with updated drawings. They have addressed traffic flow concerns, changed the parking configuration and changed the drive thru lane. The Board has had a public hearing, but have not completed site design review. Mr. Murchison told the Board they can conduct this as a first read or act upon it.

Evan Graves commented that they have known about this for a while and have reviewed their plans and feels the Board could move forward.

Philip McDonough III has concerns with the internal vehicle circulation and the impact on Angle Street. Mr. McDonough also had concerns with snow removal and emergency vehicle access. Dan Bagley agreed with it being a congested area. CEO Ken Murchison stated that what will alleviate the congestion is having the traffic go out onto Angle Street. City Manager Dennis Marker stated that staff has spoken to them about snow removal and they said they will have to haul it off.

Todd Pelletier stated that they have done what the board has asked them to do.

Philip McDonough III also questioned the turning traffic lane. CEO Ken Murchison replied that they will be restriping High Street to North Street with the new school project.

Dan Bagley stated that the application was unsigned. CEO Ken Murchison stated that the Board could approve the building permit with the condition of having the application signed. Also, Chief Susi & Chief Gahagan have expressed their concerns to the project manager and they changed their plan.

The Board completed the site design review.

City Manager Dennis Marker stated that he was pretty sure that the ADA ramp does not meet ADA requirements. The staff can deal with this at the staff level. Mr. Marker also commented on site buffering on Angle Street, there's not a lot of shielding to the neighborhood. Staff will work with them on this.

Conditions of approval: ADA conformity on Bennett Drive sidewalk, emergency vehicle access approved by the police and fire chiefs, signage conformity to city ordinances and site buffering east side adjacent to Angle Street.

Evan Graves moved to accept the site design review application pending conditions of approval; seconded by Phil Cyr. Motion carried with all in favor.

Consider Building Permit for Dunkin Brands, Inc. - The Board directed CEO Ken Murchison to sign the building permit for Dunkin Brands, Inc.

VI. New Communications –

- a. **Shoreland Zoning Update** – CEO Ken Murchison explained that upon review of Chapter 13, Zoning of City Code, he realized that the Shoreland Zoning Ordinance and map is out of date. Revisions need to be accepted by DEP. Mr. Murchison has already started the process, he reached out to Inland Fisheries and Wildlife for info they want on the map.

Mr. Murchison also explained that the Floodplain Ordinance was accepted by the Council. It includes the floodplain resource protected area.

- b. **Comprehensive Plan Update progress** – CEO Ken Murchison made a chart to outline how they may want to approach the process. NMDC will help with transportation and demographics. Archeology and resources won't change. Mr. Murchison explained that we are already behind. Looking at engaging the public with forums. This is a five year review. The Board can decide how they want to be involved.

City Manager Dennis Marker suggested that each Board member take a couple of sections and review it, then bring back their input.

VII. Staff Report – CEO Ken Murchison

- a. **Further Revisions to Chapter 13** – This item is coming back to the Board. City Manager Dennis Marker has been reviewing the document and noticed some issues. He will continue to review the document and will bring recommendations to the Board.
- b. **Building Collapses** – Many building collapses from the load of snow over the winter.

- c. **Snow Melting (Garbage complaints)** – Notice of violations have been going out on garbage complaints.
- d. **County Emergency Management Incident exercise** – Mr. Murchison attended this exercise. It was three hours long with valuable information. GIS equipment, large scale printer scanner, able to rapidly share information.
- e. **Caribou Ecumenical Food Pantry crisis** – From the snow load they had water pouring in, roof was leaking and ceiling tiles were collapsing. CUD shut off their water for non payment. Code Enforcement stickered the building as non inhabitable. This left the pantry without a home. Initial idea was to put them in 60 Access Highway, but there were no toilet facilities there because of a freeze up years ago. Working on coming up with a lease. This is also a change of use that requires Fire Marshal inspection. It's a process.
- f. **Notice of Violation for Greenier Inc.** – No discussion.
- g. **60 Access Highway** – No discussion.

Small Community Grant – a grant that is available for septic systems. It's available state wide. The municipalities need to apply for the people. Have had one good application. Financial requirements need to be met. Very low income can be 100% from the state. Will get the word out.

LED Street Lights – the City, Real Term and Emera have done inventory. City Manager Dennis Marker stated that includes those turned off and they have identified locations for new lights.

VIII. Planning Board Training –

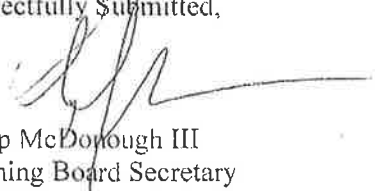
- a. **Training for Planning Board Officials by Jay Kamm Senior Planner at NMDC May 9, 2019**
– This training will be at the next Planning Board meeting on May 9th. CEO Ken Murchison told the Board that Jay Kamm also has lots of experience with comprehensive plans.

IX. 2019 Planning Board Goals – No discussion.

VIII. Other Business – The Board requested that all applications that come before them be complete and they requested that applicants attend the meetings.

IX. Adjournment – Meeting adjourned at 7:14 pm.

Respectfully Submitted,


Philip McDonough III
Planning Board Secretary

PM/dl



City of Caribou, Maine

*Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
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www.cariboumaine.org*

Caribou Planning Board Meeting Minutes Thursday, May 9, 2019 @ 5:30 pm City Council Chambers

Members Present: Robert White, Phil Cyr, Christine Solman and Todd Pelletier

Members Absent: Philip McDonough III, Evan Graves and Dan Bagley

Others Present: Ken Murchison –CEO & Zoning Administrator, Denise Lausier –Executive Assistant to the City Manager, Thomas Ayer –Council Liaison, Ted Walker, Philip Duplessie, Jodi Duplessie, Riley Duplessie and Gary Nadeau, Sr.

- I. **Call Meeting to Order** –The meeting was called to order at 5:30 pm.
- II. **Approval of minutes from the April 11, 2019 Planning Board Meeting** – Todd Pelletier moved to accept the minutes as presented; seconded by Philip McDonough III. Motion carried with all in favor.
- III. **Public Hearing**
 - a. **Use Permit for Neal Griffeth requesting Land Use change from Commercial to Residential Use, pending sale of a portion of the property at 416 Van Buren Road.** – Public Hearing opened at 5:44 pm. CEO Ken Murchison explained that this is a proposal to turn a portion of the lot into a residential lot that Neal Griffeth can sell. Renovations are being made so it can be sold as a residence.

Ted Walker was present to speak on this request. Mr. Walker intends to purchase this property, live there and own a medical marijuana grow house, no store. It's five acres, solar paneled, middle driveway, back piece is land locked with a right of way and a big building. Each lot will be at least five acres.

CEO Ken Murchison stated that Dale Blackstone did a survey and had a sketch for the Board. The lot is the rear lot and it needs to be at least an acre to be residential. Mr. Walker commented that it shares the septic, there is a garage and there is a right of way to enter the property that doesn't include the garage. He wants to keep the garage for now, it's full of stuff and sell it later.

City Manager Dennis Marker commented that the City Code requires frontage.

CEO Ken Murchison commented that it is an issue dividing one lot into three, will need to consider it a subdivision. Manager Dennis Marker stated that it's not a subdivision if he keeps the center lot. Manager Marker also commented that the City cannot approve a non-conforming lot.

Public Hearing closed at 5:53 pm.

After discussion, the Board decided that they need a formal survey from Dale Blackstone, the issue is the split of the property into three lots which requires subdivision review.

Manager Marker commented needing something that defines more clearly the right of way, legal access to the property. There's a non-conforming fronting parcel. There is nothing to consider going from commercial to residential. Need to check with DEP if any issues with the septic. It's a permitted use by City code. With the zoning side there are no issues. With the building side it is a little different, it will need to comply with residential code.

Consider action on the Use Permit Application from Neal Griffith. - CEO Ken Murchison stated that it's ok to move forward with residential use. Manager Marker commented to get a building permit, DEP approval on septic and right of way. CEO Murchison stated he will report to the Building Officials that it is good to go and ok to move forward with the building permit.

IV. Old Business

- a. **Continued from the April 11 Planning Board Meeting, continue consideration of the Use Permit from Philip Duplessie requesting a Land Use change from Residential to Commercial to start an automotive repair business at his 565 Van Buren Road Property.** -- CEO Ken Murchison explained that at the last meeting, the Planning Board had conditions of approval for Mr. Duplessie. New pictures of the property were included in their packets and the Board reviewed them. Mr. Duplessie commented that he has two personal vehicles on the property he is working on that are unregistered. Mr. Murchison explained that he has installed an oil water separator when he could have had the drain sealed over. He will put up a fence on both property lines as well. It's a change of use, residential to commercial. It's in an R-3 which is an appropriate use for this zone.

Mr. Duplessie's neighbor Gary Nadeau, Sr. commented that he has more than two vehicles on the property. He has concerns with the vehicles and potential contamination of wells.

Phil Cyr commented that things have been cleaned up. Chairman Robert White also commented that the CEO stated things have been cleaned up and are in conformance.

CEO Ken Murchison stated that the conditions of the building permit have not been met yet because of siding and the fence being set up. Chairman Robert White stated to put a 90 day deadline for fencing and siding.

- b. **Field trip to 565 Van Buren Property to observe actual conditions at the site in question.** -- The Board did not feel the need to take a field trip to the property. CEO Ken Murchison supplied them with current photos of the property and stated that things have been cleaned up. Mr. Murchison will continue to monitor his progress.

Consider action on the Use Permit Application from Philip Duplessie. - Phil Cyr moved to support the CEO in proceeding with his duties in issuing this use permit with conditions; install a fence between properties, complete clean-up of property and complete existing building permit by applying siding to the garage building; seconded by Todd Pelletier. Motion carried with all in favor.

V. New Business – None.

VI. New Communications – None.

VII. Staff Report from CEO Ken Murchison -

- a. **Notices of Violation (Unsafe Building and Garbage issues)** – Have had twenty one violations on garbage and unsafe buildings, collapsed buildings. Have one property on Veronica Street that has a collapsed foundation and fuel tank on the side, the owner is Rosenberg a Texas Mortgage Company.
- b. **Blight Removal** – Having an asbestos inspection done on tax acquired properties by licensed inspectors. Will go to Council at their next meeting. Will be inspections costs and abatement costs, will be costly to tear down.
- c. **Mayors Committee on Urban Renewal** – The Mayor has formed a special committee for urban renewal. It will be an official committee that will take a look at these buildings.
- d. **Birdseye Demolition** – Birdseye is coming to completion. The digester building is still standing and it's full of effluent. The City has contracted with a metal company, will get paid \$65.00 a ton.
- e. **60 Access Highway** – May have to look at having the Fire Marshal inspect. ADA restrooms, it's an 8-10 week process. The Food Pantry wanted to move in quicker than that, so they ended up finding a place on Herschel Street, they are renovating an 800 square foot space and settled on lease payments.
- f. **Small Communities Grants (Septic Applications)** – Small communities grant for malfunctioning septic systems all over the state. We are a little behind the eight ball, have had five good applications out of six. Those that have potential impact to water bodies. Couple of applications came in late, they are good applications for emergency funds.
- g. **Public Services CDBG Letter of Intent** – CDBG grant for the Age Friendly group at Cary Medical Center. A letter of intent went out on a transportation grant bringing together all the transportation agencies and coordinating them.
- h. **Comprehensive Plan Update Progress** – Will make sure the City Council all receive copies of the Comprehensive Plan. Will put together a workshop with the Planning Board and City Council to review. Will get the public involved as well. We are a little behind in the process, but Mr. Murchison has put together a checklist to go by.

VIII. City Manager's Review of Chapter 13-200 – City Manager Dennis Marker has been working on the review of Chapter 13, Zoning of City Code. He has recommendations on Section 13-200 for the Board to review.

IX. Other Business – Nonc.

X. Adjournment – The Board adjourned at 6:45 pm.

Respectfully Submitted,

Philip McDonough III
Planning Board Secretary

PM/dl



City of Caribou, Maine

Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 493-4228
www.cariboumaine.org

April 23, 2020

Phillip Duplessie
565 Van Buren Road
Caribou, ME 04736

Mr. Duplessie,

As I stated in our recent conversation, we were asked to review your file regarding the Use Permit Approved on May 9, 2019 and ongoing complaints from neighbors.


After review of the minutes for the May 9th, 2019 Planning Board Meeting, having conversations with concerned parties, and performing an inspection of your property, we have found that there are conditions of the Use Permit Approval that have not been met to date. Namely:

- Required fencing along the property lines has not been installed
- Required siding of the garage is not completed

You are hereby given notice that these conditions must be completed to the satisfaction of the City Code Enforcement office within 30 days of receipt of this letter. Failure to comply with this notice will result in your Use permit of May 9th, 2019 being rescinded and the imposition of daily fines for violation of City ordinances.

If you have any questions about this letter please contact the Caribou Code Enforcement Office located in the Municipal Building at 25 High Street, phone: 493-5967 or email at kmurchison@cariboumaine.org.

Best Regards,


Kenneth Murchison
Zoning Administrator/CEO

Cc: City Manager, Fire Chief and Police Chief

Caribou Police Department
25 High Street
Caribou, ME 04736

Incident Card

Officers	56	No Press		<div>Input Stolen Property</div>								
Assigned	Pelletier											
Incident Number	2317-17	Offense	7/28/2017	Date	2055	Time	Dispatcher	Worley	How Reported	Phone	Location	Van Buren Rd

Complainant

Name	Address	DOB	Phone	Local Complaint
Last Nadeau	557 Van Buren Rd		496-7591	FIRE
First Gary		Age		

Reported By	Phone	Respondant Last	DOB
Same			
Address		Respondant First	Age

Suspect Disposition ☐ Criminal Warn ☐ Traffic Warn ☐ Traffic Defect ☐ Uniform Sum ☐ Violation Sum

Date Received	Time Received	Time Dispatched
7-28-17	2055	
Time Enroute	Time at Scene	Time Clear

Wrecker Fire Department Ambulance UCR Incident Done?

Update Case Status Closed Date Closed Time Court Confidential?
Cleared Yes No

Persons Charged

Last	First	MI	DOB	Age	Sex	Charged With

Meds? ☐ Yes

Narrative

Said the people just North of him on the Van Buren rd have a fire pit and have a fire going in it. He is concerned that he can see embers coming out of it and it is next to the trees (he said within 5 feet). Called CFD, they do not have a fire permit for that location. 565 Van Buren Rd, Philip (Toby) Duplessie.

Action: Rick spoke with Toby, didn't realize it was a problem or that he needed a permit for an enclosed pit, suggested it might be his neighbors mad at him because they had there clothes outside on the line earlier. Said he would contact CFD to see what he needed to do (permit wise)

Caribou Police Department
25 High Street
Caribou, ME 04736

Incident Card

Officers 66	No Press	Input Stolen Property
Assigned Depner		
Incident Number 2689-18	Offense 9/1/2018	Date Time 1201
Dispatcher Sgt Gahagan	How Reported Cell Phone	Location Van Buren Rd

Complainant

Name	Address	DOB	Phone	Local Complaint
Last Chapman	571 Van Buren Rd			Miscellaneous
First Russell		Age		

Reported By	Phone	Respondant Last	DOB
Gary Nadeau	768-0174		
Address		Respondant First	Age

Suspect Disposition ☐ Criminal Warn ☐ Traffic Warn ☐ Traffic Defect ☐ Uniform Sum ☐ Violation Sum

Date Received	Time Received	Time Dispatched
9-1-18	1201	
Time Enroute	Time at Scene	Time Clear

Wrecker **Fire Department** **Ambulance** **UCR Incident Done?**

Update Case Status **Closed Date** **Closed Time** **Court** **Confidential?**

Cleared ☒ Yes ☐ No

Persons Charged

Last	First	MI	DOB	Age	Sex	Charged With

Meds? ☐ Yes

Narrative

Russell Chapman is reporting that his next door neighbors are harassing him. This has been going on for a couple of months. His neighbors are Toby and Jodi Duplessie, 565 Van Buren Raod.

Officer action: Spoke with Russell 1/30/55 and his sister Ruth Nadeau 7/2/1957 and Jody and Toby Duplisse. Essentially the issue is between Jody and Russell and the problem is grass clippings ending up on Russell's rocks. Russell is tired of having to clean up after they mow every time and he becomes stressed out. Nothing criminal it is simply grass clippings.

Caribou Police Department
25 High Street
Caribou, ME 04736

Incident Card

Officers <u>16</u>	No Press	Input Stolen Property			
Assigned <u>PETERSON</u>					
Incident Number <u>2887-18</u>	Offense <u>9/17/2018</u>	Date <u>0920</u>	Dispatcher <u>Peterson</u>	How Reported <u>In Person</u>	Location <u>Van Buren Rd</u>

Complainant

Name	Address	DOB	Phone	Local Complaint
Last <u>Nadeau</u>	<u>557 Vanburen Road</u>		<u>496-7591</u>	<u>Civil</u>
First <u>Gary</u>		Age <u></u>		

Reported By	Phone	Respondant Last	DOB
<u>Same</u>			
Address		Respondant First	Age

Suspect Disposition ☐ Criminal Warn ☐ Traffic Warn ☐ Traffic Defect ☐ Uniform Sum ☐ Violation Sum

Date Received	Time Received	Time Dispatched
<u>9-17-18</u>	<u>0920</u>	
Time Enroute	Time at Scene	Time Clear

Wrecker ☐ Fire Department ☐ Ambulance ☐ UCR Incident Done? ☐

Update Case Status Cleared Closed Date Closed Time Court Confidential? ☒ Yes ☐ No

Persons Charged						
Last	First	MI	DOB	Age	Sex	Charged With

Meds? ☐ Yes

Narrative

Gary was inquiring what recourse he has regarding his neighbor (Philip Duplessie AKA Toby) cutting branches off of Garys trees along property line. Apparently Philip trim the limbs off of Gary's trees that extended over the property line onto Toby's property.

Action : Ken Murchison in code enforcement was contacted and stated he was going to look into the matter and see if any City Ordinances apply. Gary was advised that if no ordinance violation was found that we could inquire with DA if court was willing to entertain complaint. Gary was further advised that DA would most likely deem it civil but we could check.

Caribou Police Department
25 High Street
Caribou, ME 04736

Incident Card

Officers 21 _____		No Press		Input Stolen Property		
Assigned BELL						
Incident Number	Offense	Date	Time	Dispatcher	How Reported	Location
0221-19		1/26/2019	1153	Sgt Gahagan	Phone	Van Buren Rd
Complainant						
Name		Address	DOB	Phone	Local Complaint	
Last Nadeau		557 Vanburen Road		496-7591	Civil	
First Gary			Age			
Reported By		Phone	Respondant Last		DOB	
Same						
Address			Respondant First		Age	
Suspect Disposition <input type="checkbox"/> Criminal Warn <input type="checkbox"/> Traffic Warn <input type="checkbox"/> Traffic Defect <input type="checkbox"/> Uniform Sum <input type="checkbox"/> Violation Sum						
Date Received		Time Received		Time Dispatched		
1-26-19		1153				
Time Enroute		Time at Scene		Time Clear		
Wrecker		Fire Department		Ambulance		UCR Incident Done?
Update Case Status		Closed Date	Closed Time	Court	Confidential?	
Cleared					<input checked="" type="radio"/> Yes <input type="radio"/> No	
Persons Charged						
Last	First	MI	DOB	Age	Sex	Charged With
Meds? <input type="checkbox"/> Yes Narrative						

Gary reporting his neighbor (Philip Duplessie AKA Toby) is blowing snow onto his property through the trees that Toby had cut.

Officer action: Spoke with Toby and made him aware of the complaint. Still has to do with property line dispute. Phil was not blowing the snow into the neighbors yard, just into the trees, which Phil said is on his property.

CITY OF CARIBOU
BUILDING PERMIT APPLICATION
207-493-3324 OPTION 3

DATE APPLICATION RECEIVED: 9/6/16

No permits will be issued prior to 3 working days from receipt of application.

PROPERTY OWNER

Property Owner: Phil Duplessie

Property Address: 565 VANBURAN Rd

Mailing Address: CARIBOU ME

Ph: _____ Cell: 762-2527

CONTRACTOR(S)

General Contractor: _____

Ph: _____ Cell: _____

Excavating Contractor: LARRY'S Construction

Ph: 4962171 Cell: _____

Foundation Contractor: Doody Masonry

Ph: _____ Cell: 631 9034

PROJECT DESCRIPTION

38x38 GARAGE

All Public Buildings require State Fire Marshal's Approval.
Please ask for a SFMO Permit Application.

ESTIMATED COST OF PROJECT

\$ \$9800.00

OFFICE USE ONLY

Permit Number: 1732

Issue Date: 9/7/16

Fee: \$ 50.00

Approved By: TKM

Map # 14 Lot # 46-A

Zone: R-3

Setbacks:

30 15 15
Front Rear Sides

Special Zones:

- ☐ Shoreland
☐ Flood Zone
☐ Wetland
☐ Wellhead Protection District

BUILDING INFORMATION

Number of Stories:

____ Present
____ Proposed
____ Total

Height of Buildings:

____ Present
____ Proposed
____ Total

Number of Bathrooms:

	FULL	HALF
Present		
Proposed		
Total		

Number of Bedrooms:

____ Present
____ Proposed
____ Total

Present Septic System is
approved for _____ Bedrooms

Type of Use (Check one)

- ☒ Year Round
☐ Seasonal

SIGNATURE & POLICY PAGE

ADDITIONAL REQUIREMENTS FOR NEW CONSTRUCTION ON AN UNDEVELOPED SITE

1. Property location, street address, map and lot number from City Assessor
2. Curb Cut / Culvert Permit from Public Works or MDOT
3. Sub Surface Waste Water Design, HHE-200 (if applicable)
4. Copy of Deed, Lease, or Purchase & Sale Agreement (for undeveloped lot)

Please read and initial each item below, sign, and date the application

PD I understand that building permits do not include plumbing, septic, or electrical work.

PD I understand that building permits are valid for one year.

PD I agree to comply with all applicable Building Codes, Energy Conservation Codes, Fire Codes & the 2006 Life Safety Code.

PD I understand that my building(s) cannot be within the set back from my property line.

PD I agree to schedule all inspections and get written permission before backfilling, the foundation.

PD I agree to schedule an inspection of the Radon Control System prior to placement of the basement slab.

PD I will not close in the walls until the framing, insulation, vapor barrier, electrical, and plumbing has been inspected.

PD I authorize inspections necessary to insure compliance with regulations.

PD I understand that a Certificate of Occupancy is required prior to occupying the building.

PD I certify that all information given in this application is accurate and complete.

Phil W. Wyles
Applicant Signature

9-3-16
Date

BUILDING PERMIT FEES

Cost of Construction	Fee
\$0 to \$9,999	\$50.00
\$10,000 and up	\$6.00 per \$1,000

It is our policy to review and process applications as quickly as possible to ensure code compliance for your safety as well as the safety of others. Fees will be collected when your permit is issued. This fee will cover the costs associated with inspection(s) of your property. We accept cash or checks made payable to the City of Caribou.

ADDITIONAL PERMITS, APPROVALS, AND INSPECTIONS REQUIRED

- | | | |
|---|--|---|
| <input type="checkbox"/> Plumbing Permit | <input type="checkbox"/> Swimming Pool Permit | <input type="checkbox"/> Fire Marshall's Office |
| <input type="checkbox"/> Electrical Permit | <input type="checkbox"/> Sign Permit | <input type="checkbox"/> MDOT |
| <input type="checkbox"/> Septic/HHE200 Permit | <input type="checkbox"/> Culvert (Public Works) | <input type="checkbox"/> DEP |
| <input type="checkbox"/> Septic Variance | <input type="checkbox"/> Curb Cut (Public Works) | <input type="checkbox"/> EPA |
| <input type="checkbox"/> Planning Board | <input type="checkbox"/> Road Opening (Public Works) | <input type="checkbox"/> ARMY Corp of Engineers |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Shoreland | <input type="checkbox"/> Wetland |

OFFICE USE ONLY

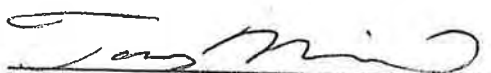
This application is

☒ **APPROVED**

The following conditions are prescribed:

☐ **DENIED**

Reason for denial:


 Building Official

9/7/16
 Date

SCHEDULE OF INSPECTIONS

INSPECTION	DATE	INSPECTOR	INSPECTION NOTES
<input checked="" type="checkbox"/> Footings			
<input checked="" type="checkbox"/> Foundation			
<input type="checkbox"/> Radon			
<input checked="" type="checkbox"/> Framing			
<input type="checkbox"/> Insulation			
<input type="checkbox"/> Plumbing			
<input type="checkbox"/> Electrical			
<input type="checkbox"/> Septic			
<input checked="" type="checkbox"/> Final Occupancy			
<input type="checkbox"/>			
<input type="checkbox"/>			



Quote Support Program

Quote #: 3100371
Volume Savings Expiration Date: 8/25/2016
Customer Name: Phil Duplessie
Selling System Quote Project Description: garage
Customer Phone#: 2077622527
Pricing is per Lowe's Store at: Store #2209
PRESQUE ISLE, ME
Store Phone #: (207)554-3058
Store Contact: Nicole Cole

Item #	Quantity	Item Description	QSP Unit Price	Extended QSP Price
88917	1	LOP26265-A TRUSSES 5/12, TAILS	3,097.63	3,097.63
468937	7	2X6X16 TREATED #2 PRIME	10.78	75.46
432490	14	2X6X16 TOP CHOICE KD WHITE FIR	10.43	146.02
12212	100	7/16 CAT OSB SHEATHING	11.17	1,117.00
168290	1	9FT X 150FT LOWES HOUSEWRAP	86.10	86.10
89103	28	21"10" BLACK METAL ROOFING	47.25	1,323.00
89103	2	20" BLACK METAL ROOFING	43.28	86.56
89103	2	18" BLACK METAL ROOFING	38.95	77.90
89103	2	16" BLACK METAL ROOFING	34.62	69.24
89106	5	#1 BLACK RIDGE CAP	17.85	89.25
89106	5	#9 BLACK VALLEY FLASHING	31.10	155.50
89106	5	250CNT 1-1/2"BLACK SCREWS	15.83	79.15
89106	36	OUTSIDE CLOSURE	0.87	31.32
13281	3	5-1/2-IN X 50-FT SILL SEAL	7.20	21.60
432486	125	2X6X12 TOP CHOICE KD WHITE FIR	7.94	992.50
432523	3	2X10X16 TOP CHOICE KD WHITE FIR	18.29	54.87

Total savings for this quote is 6%

*All items requested for volume savings may not be listed if they did not qualify for QSP savings.

QSP Total: \$7,503.10

MANAGER SIGNATURE _____

DATE _____

*THIS ESTIMATE IS NOT VALID WITHOUT A MANAGER'S SIGNATURE.

*LOWE'S RESERVES THE RIGHT TO LIMIT THE QUANTITIES OF MERCHANDISE SOLD TO CUSTOMERS

*ALL OF THE PRODUCT MUST BE ORDERED BY THE EXPIRATION DATE IN ORDER TO RECEIVE VOLUME SAVINGS

*THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS ARE SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWE'S CREDIT DEPARTMENT.

*LOWE'S IS A SUPPLIER OF MATERIALS ONLY. LOWE'S DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWE'S DOES NOT ASSUME SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

PROJECT ESTIMATE

GARAGE

CONTACT: DUPLESSIE, PHIL
CUST #: 118259636SALESPERSON: COLE, NICOLE
SALES #: 1870602

PROJECT NUMBER: 479209228

DATE ESTIMATED: 08/21/16

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
1	88917	LOP26265-A TRUSSES 5/12, TAILS	LOP26265	3097.63
7	468937	2X6X16 TREATED #2 PRIME	2616P	83.79
14	432490	2X6X16 TOP CHOICE KD WHITE FIR	WF206TOPCHC1	158.62
0	432485	2X6X10 TOP CHOICE KD WHITE FIR	WF206TOPCHC1	0.00
100	12212	7/16 CAT OSB SHEATHING	13287	1175.00
1	168290	9FT X 150FT LOWES HOUSEWRAP	LW1490	105.00
28	89103	21'10" BLACK METAL ROOFING	29GA METAL	1520.68
2	89103	20' BLACK METAL ROOFING	29GA METAL	99.48
2	89103	18' BLACK METAL ROOFING	29GA METAL	89.54
2	89103	16' BLACK METAL ROOFING	29GA METAL	79.58
5	89106	#1 BLACK RIDGE CAP	#1 BLACK RIDGE CAP	102.55
5	89106	#9 BLACK VALLEY FLASHING	#9 VALLEY	178.70
5	89106	250CNT 1-1/2" BLACK SCREWS	1-1/2" SCREWS	90.95
36	89106	OUTSIDE CLOSURE	OSC	36.00
3	13281	5-1/2-IN X 50-FT SILL SEAL	108957	26.31
125	432486	2X6X12 TOP CHOICE KD WHITE FIR	WF206TOPCHC1	1078.75
3	432523	2X10X16 TOP CHOICE KD WHITE FI	WF210TOPCHC1	59.64
TOTAL FOR ITEMS				7982.22
FREIGHT CHARGES				0.00
DELIVERY CHARGES				0.00
TAX AMOUNT				439.03
TOTAL ESTIMATE				8421.25

This Quote is valid until 09/20/16.

MANAGER SIGNATURE

DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER.
QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT
TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

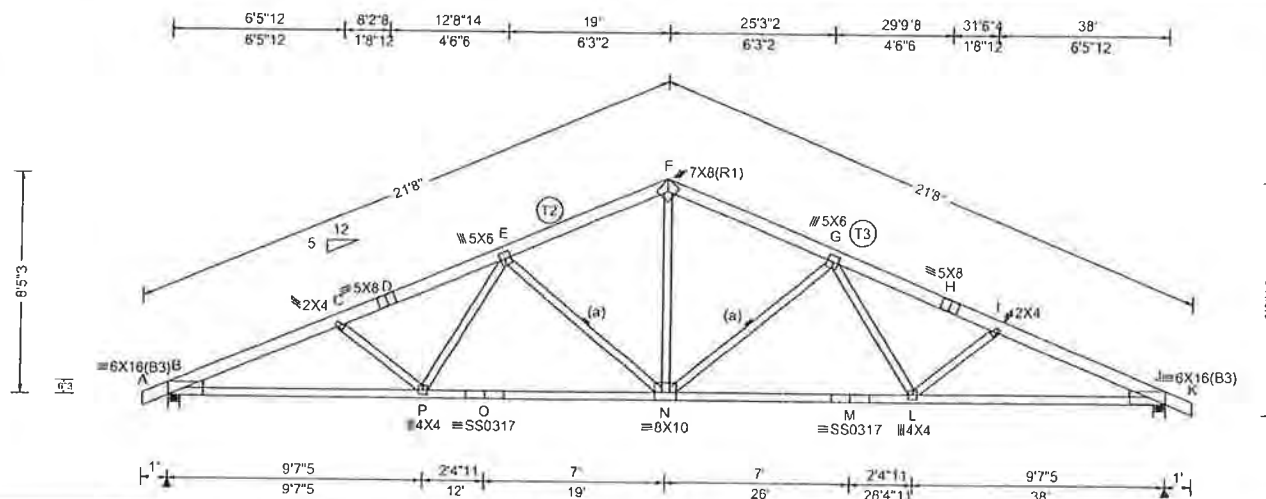
LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE
OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME
ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE
SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR
QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS;
OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

Job Number: LOP26265
Phil Duplessie/ 6381T12C
Truss Label: 1C1

Ply: 1
Qty: 20
Wgt: 221.2 lbs

SEQN: 119164 / T35 / COMN
FROM:

DRW: / 08/17/16



▲ Maximum Reactions (lbs)

Loc R / U / Rw / Rh / RL / W

B 3893 / 216 / 441 / - / 171 / 5.5
J 3893 / 216 / 441 / - / - / 5.5

Wind reactions based on MWFRS

B Min Brg Width Req = 4.9

J Min Brg Width Req = 4.9

Bearings B & J are a rigid surface

Maximum Top Chord Forces Per Ply (lbs)

Chords Tens Comp Chords Tens Comp

A - B	68	0	F - G	823	-4985
B - C	1094	-7722	G - H	1025	-6795
C - D	1009	-6918	H - I	1010	-6918
D - E	1025	-6795	I - J	1094	-7722
E - F	823	-4985	J - K	68	0

Maximum Bot Chord Forces Per Ply (lbs)

Chords Tens Comp Chords Tens Comp

B - P	6907	-897	N - M	5784	-714
P - O	5784	-707	M - L	5784	-714
O - N	5784	-707	L - J	6907	-892

Maximum Web Forces Per Ply (lbs)

Webs Tens Comp Webs Tens Comp

C - P	203	-940	N - G	328	-2380
P - E	885	-116	G - L	885	-116
E - N	328	-2380	L - I	204	-940
F - N	2560	-376			

Loading Criteria (psf)

TCLL: 77.00
TCDL: 10.00
BCLL: 0.00
BCDL: 10.00
Des Ld: 97.00
NCBCLL: 10.00 Soffit: 0.00
Load Duration: 1.15
Spacing: 24.0"

Wind Criteria

Wind Std: ASCE 7-05 Speed: 90 mph
Enclosure: Closed Category: II EXP: C
TCDL: 4.2 psf BCDL 4.2 psf
Mean Height: 15.00 ft
MWFRS Parallel Dist: 0 to h/2
C&C Dist a: 3.80 ft
Loc. from endwall: Any
I: 1.0 GCpi: 0.18
Wind Duration: 1.33

Snow Criteria

(Pg. Pf in PSF)
Pg: 100.0 Ct: 1.1
Pf: 77.0 Ce: 1.0
CAT: II
Cs: not used
Snow Duration: 1.15

Code / Misc Criteria

Bldg Code: IRC 2009
TPI Std: 2007
Rep Factors Used: Yes
FT/RT: 20(0)/10(0)
Plate Type:
WAVE, 18SS

Defl/CSI Criteria

PP Deflection In loc L/defl L/#
VERT(LL): 0.553 N 818 360 Max TC CSI: 0.942
VERT(TL): 0.772 N 586 240 Max BC CSI: 0.975
HORZ(LL): 0.238 L - - Max Web CSI: 0.781
HORZ(TL): 0.333 L - - Creep Factor: 1.5
Mfg Specified Camber:

VIEW Ver: 16.01.00F 0504.20

Lumber

Top chord 2x6 SPF 2100f-1.8E :T2, T3 2x6 SPF #1/#2:
Bot chord 2x4 SPF 2100f-1.8E
Webs 2x4 SPF #1/#2
:Lt Wedge 2x4 SPF #1/#2:Rt Wedge 2x4 SPF #1/#2:

Loading

Bottom chord checked for 10.00 psf non-concurrent
bottom chord live load applied per IRC-09 section
301.5.

Truss designed for unbalanced snow loads

Bracing

(a) Continuous lateral restraint equally spaced on
member.

Wind

Wind loads based on MWFRS with additional C&C
member design

****WARNING** READ AND FOLLOW ALL NOTES ON THIS DRAWING!**

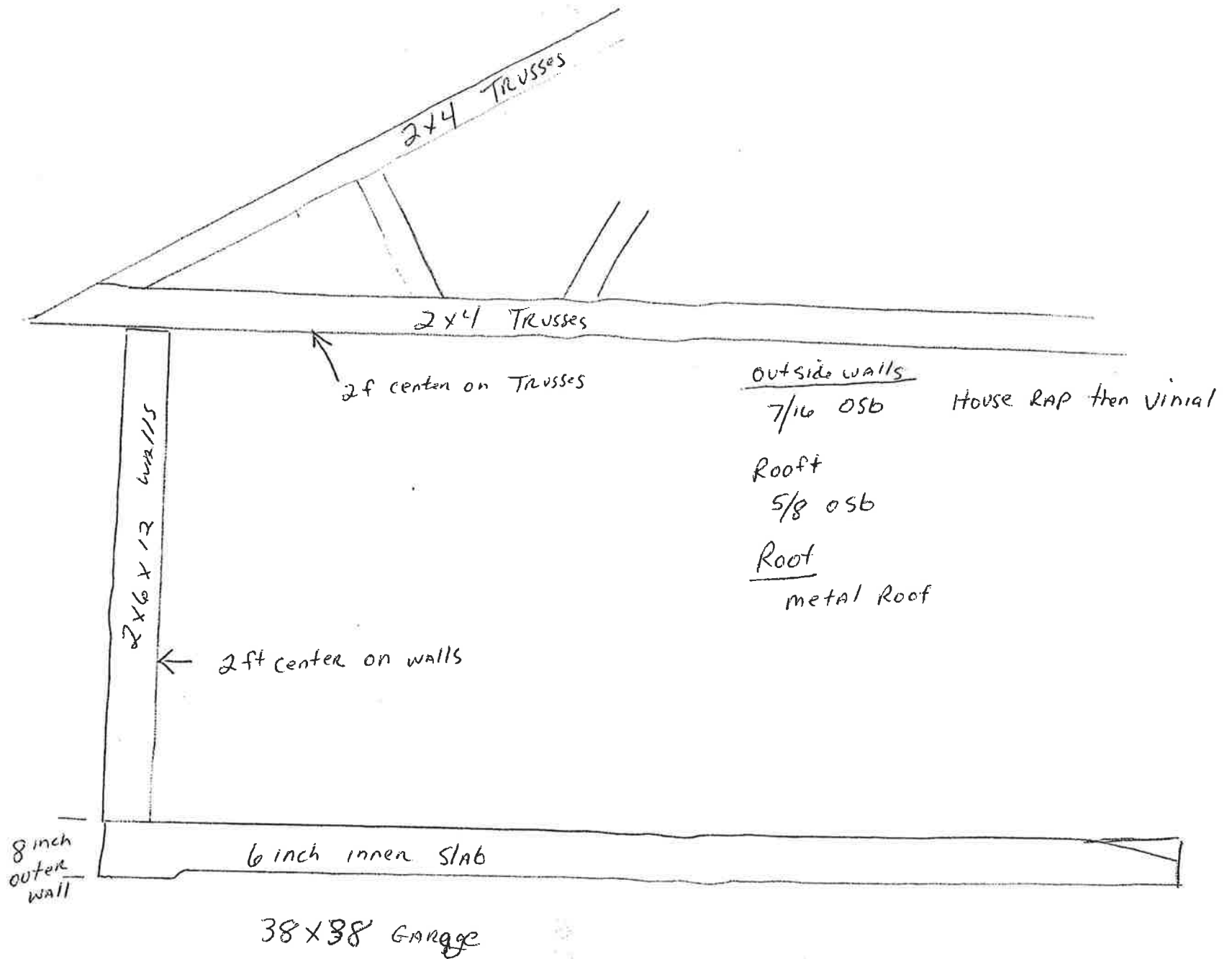
****IMPORTANT** FURNISH THIS DRAWING TO ALL CONTRACTORS INCLUDING THE INSTALLERS**

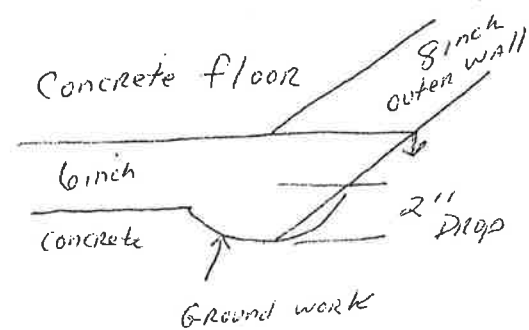
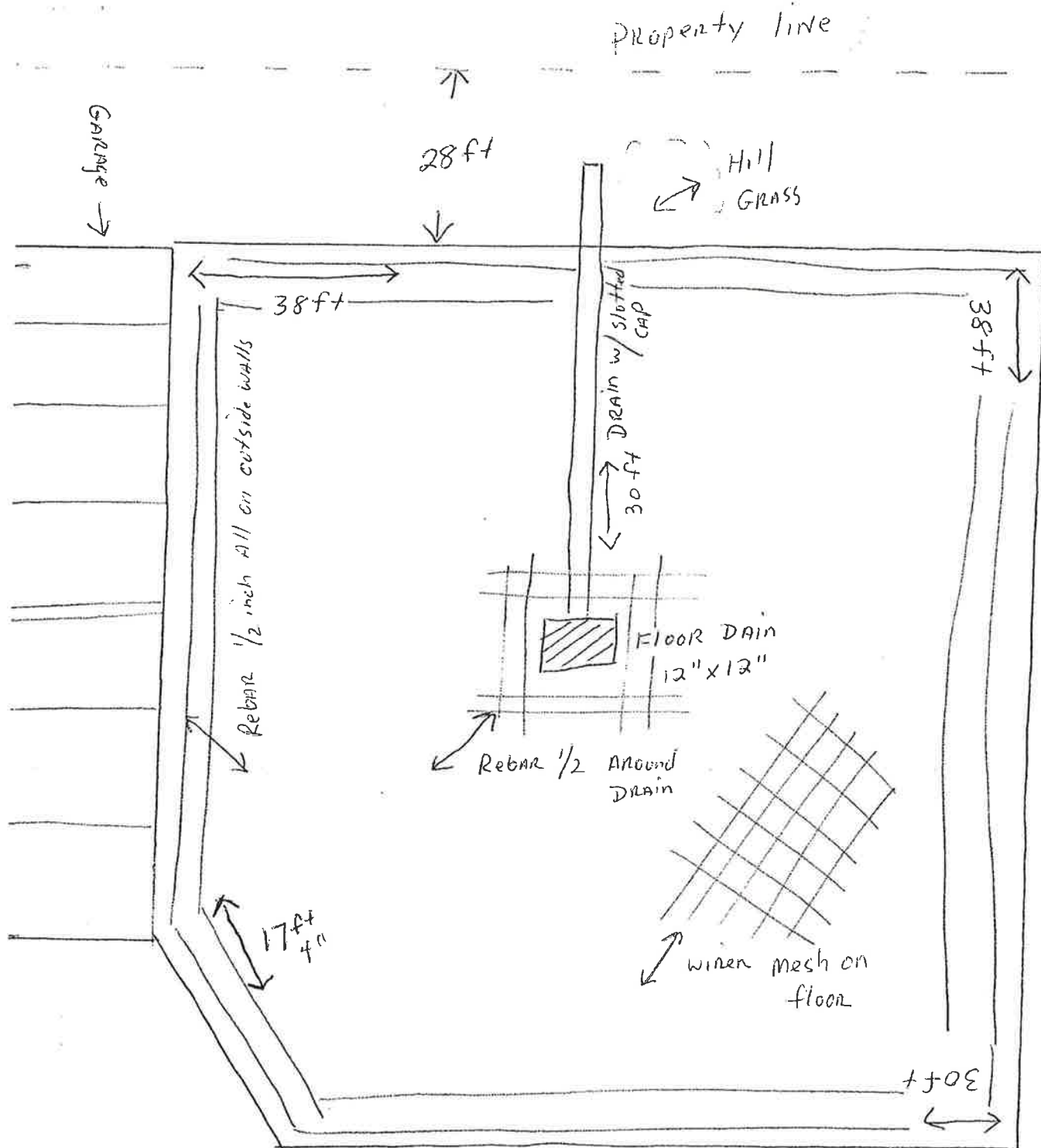
Trusses require extreme care in fabricating, handling, shipping, installing and bracing. Refer to and follow the latest edition of BCSI (Building Component Safety Information, by TPI and SBCA) for safety practices prior to performing these functions. Installers shall provide temporary bracing per BCSI. Unless noted otherwise, top chord shall have properly attached structural sheathing and bottom chord shall have a properly attached rigid ceiling. Locations shown for permanent lateral restraint of webs shall have bracing installed per BCSI sections B3, B7, or B10, as applicable. Apply plates to each face of truss and position as shown above and on the Joint Details, unless noted otherwise. Refer to drawings 160A-2 for standard plate positions.

Alpine, a division of ITW Building Components Group Inc. shall not be responsible for any deviation from this drawing, any failure to build the truss in conformance with ANSI/TPI 1, or for handling, shipping, installation and bracing of trusses. A seal on this drawing or cover page listing this drawing, indicates acceptance of professional engineering responsibility solely for the design shown. The suitability and use of this drawing for any structure is the responsibility of the Building Designer per ANSI/TPI 1 Sec.2.

For more information see this job's general notes page and these web sites: ALPINE: www.alpineitw.com, TPI: www.tpinet.org, SBCA: www.sbcindustry.com, ICC: www.iccsafe.org

ALPINE
TRUSSES





Code Enforcement - Inspections
Permit Fee Payments at front counter - first floor.

Date: 9/7/16

Customer Name: Phil Duplessie

\$

12 - Electrical Permit:

13 - Building Permit:

\$50.00

14 - Plumbing permit:

75% Caribou

25% State

Shellfish Surcharge: \$15.00

53 - Zoning Document fee:

54 - Site Design Application:

55 - Board of Appeals Application:

56 - Certificate of Occupancy: \$25.00

57 - Demolition Permit: \$25.00

58 - Sign Permit:

\$50.00 per sign X _____ = _____

59 - Subdivision Application:

61 - Heating Equip. Installation Permit: \$20.00 each X _____ = _____

62 - Misc. Inspection Service: \$40.00 each X _____ = _____

TOTAL:

\$ 50.00

For Inspections call:

Tony Michaud

493-5966

CITY OF CARIBOU BUILDING PERMIT

PERMIT No # 1732 DATE 9/7/16

This certifies that Phil Duplessie
Name of Owner

has permission to build-alter 38x38 Garage
Type of Building and Use

at 565 Van Buren Road
Address where work is to be done


Building Inspector

THIS CARD MUST BE CONSPICUOUSLY POSTED AT THE FRONT OF THE PREMISES AND
SHALL NOT BE MOVED UNTIL THE WORK HAS BEEN COMPLETED.

This is issued subject to applicable ordinances and is valid for one year. A Certificate of Occupancy
must be obtained by owner before this building or part thereof is occupied.

CHAPTER 183

ECONOMIC REGULATION

SUBCHAPTER 1

JUNKYARDS AND AUTOMOBILE GRAVEYARDS

§3751. Purpose

Junkyards and so-called "auto graveyards" have been steadily expanding and frequently encroach upon highways. These junkyards and graveyards have become a nuisance and a menace to safe travel on public ways, often distracting the attention of drivers of motor vehicles because it appears cars are parked on the highway or that an accident has occurred. It is declared that such junkyards and automobile graveyards are a nuisance and are properly subject to regulation and control. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

It is recognized that recycling of automobiles is a business enterprise that, when conducted in accordance with certain standards, differs from the enterprise of an automobile graveyard and that adoption of uniform state standards for this type of business enterprise would assist in development and regulation of that business. [PL 1993, c. 173, §1 (NEW).]

Junkyards, automobile graveyards and automobile recycling businesses pose potential risks to the environment, particularly to groundwater and surface water quality if gasoline, oil or other fluids are not managed and disposed of properly. Proper location and operation of these facilities are critical to ensure protection of groundwater and surface water quality, other natural resources and the health and welfare of Maine citizens. These facilities may create nuisance conditions potentially affecting abutting landowners and others if not located and operated properly. For these reasons, it is declared that these facilities are appropriately subject to certain environmental and operational standards and to appropriate municipal and state regulation. [PL 2003, c. 312, §2 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,10 (AMD). PL 1993, c. 173, §1 (AMD). PL 2003, c. 312, §2 (AMD).

§3752. Definitions

As used in this subchapter, unless the context otherwise indicates, the following terms have the following meanings. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Automobile graveyard. "Automobile graveyard" means a yard, field or other outdoor area used to store 3 or more unregistered or uninspected motor vehicles, as defined in Title 29-A, section 101, subsection 42, or parts of the vehicles. "Automobile graveyard" includes an area used for automobile dismantling, salvage and recycling operations.

A. "Automobile graveyard" does not include:

- (1) An area used for temporary storage of vehicles or vehicle parts by an establishment or place of business that is primarily engaged in doing vehicle repair work to make repairs to render a motor vehicle serviceable. In order for a vehicle's storage to be considered temporary, it must be removed from the site within 180 calendar days of its receipt;

(2) An area used by an automobile hobbyist to store, organize, restore or display antique autos, antique motorcycles, classic vehicles, horseless carriages, reconstructed vehicles, street rods or parts of these vehicles as these vehicles are defined in Title 29-A, section 101 as long as the hobbyist's activities comply with all applicable federal and state statutes and rules and municipal ordinances, other than ordinances that are more restrictive than this subsection regarding the storage of vehicles or vehicle parts that are collected by a hobbyist, except that a municipal ordinance may require areas used by an automobile hobbyist to comply with the screening requirements in section 3754-A, subsection 1, paragraph A and the standards in section 3754-A, subsection 5, paragraph A, paragraph B, subparagraph (1) and paragraph C. For the purposes of this subparagraph, an automobile hobbyist is a person who is not primarily engaged in the business of selling any of those vehicles or parts from those vehicles;

(3) An area used for the parking or storage of vehicles, vehicle parts or equipment intended for use by a municipality, quasi-municipal entity or state or federal agency;

(4) An area used for the storage of operational farm tractors and related farm equipment, log skidders, logging tractors or other vehicles exempted from registration under Title 29-A, chapter 5;

(5) An area used for the parking or storage of vehicles or equipment being offered for sale by a dealer, equipment dealer, trailer dealer or vehicle auction business as defined in Title 29-A, section 851;

(6) An area used for the storage of vehicles by an establishment or place of business that is primarily engaged in business as a new vehicle dealer as defined in Title 29-A, section 851;

(7) An area used for temporary storage of vehicles by an establishment or place of business that is primarily engaged in business as an insurance salvage pool. In order for a vehicle's storage to be considered temporary under this subparagraph, the vehicle must be removed from the site within 180 days of receipt of title by the business; or

(8) An area used for the parking or storage of operational commercial motor vehicles, special equipment or special mobile equipment as defined in Title 29-A, section 101 that is temporarily out of service but is expected to be used by the vehicle or equipment owner or by an operator designated by the owner. This subsection does not exempt an area used for the parking or storage of equipment or vehicles that are not operational while stored or parked in the area.

[PL 2005, c. 424, §1 (AMD).]

[PL 2005, c. 424, §1 (AMD).]

1-A. Automobile recycling business. "Automobile recycling business" means the business premises of a dealer or a recycler licensed under Title 29-A, sections 851 to 1112 who purchases or acquires salvage vehicles for the purpose of reselling the vehicles or component parts of the vehicles or rebuilding or repairing salvage vehicles for the purpose of resale or for selling the basic materials in the salvage vehicles, as long as 80% of the business premises specified in the site plan in section 3755-A, subsection 1, paragraph C is used for automobile recycling operations.

A. "Automobile recycling business" does not include:

- (1) Financial institutions as defined in Title 9-B, section 131, subsections 17 and 17-A;
- (2) Insurance companies licensed to do business in the State;
- (3) New vehicle dealers, as defined in Title 29-A, section 851, licensed to do business in the State; or
- (4) That portion of the business premises that is used for temporary storage of vehicles by an establishment or place of business that is primarily engaged in business as an insurance salvage pool. In order for a vehicle's storage to be considered temporary under this subparagraph, the

vehicle must be removed from the site within 180 days of receipt of title by the business. [PL 2003, c. 312, §4 (NEW).]
[PL 2003, c. 312, §4 (AMD).]

2. Highway. "Highway" means any public way.
[PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

3. Interstate System. "Interstate System" means those portions of the Maine Turnpike and the state highway system incorporated in the National System of Interstate and Defense Highways, as officially designated by the Department of Transportation.
[PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

4. Junkyard. "Junkyard" means a yard, field or other outside area used to store, dismantle or otherwise handle:

A. Discarded, worn-out or junked plumbing, heating supplies, electronic or industrial equipment, household appliances or furniture; [PL 2003, c. 312, §5 (AMD).]

B. Discarded, scrap and junked lumber; and [PL 2003, c. 312, §5 (AMD).]

C. Old or scrap copper, brass, rope, rags, batteries, paper trash, rubber debris, waste and all scrap iron, steel and other scrap ferrous or nonferrous material. [PL 2003, c. 312, §5 (AMD).]

D. [PL 2003, c. 312, §5 (RP).]
[PL 2003, c. 312, §5 (AMD).]

5. Primary System. "Primary System" means that portion of the state highway system which the Department of Transportation has by official designation incorporated into the Federal-Aid Primary System.
[PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

6. Recycling or recycling operations.

[PL 2003, c. 312, §6 (RP).]

SECTION HISTORY

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,10 (AMD). PL 1991, c. 745, §1 (AMD). PL 1993, c. 173, §§2,3 (AMD). PL 1995, c. 65, §A130 (AMD). PL 1995, c. 65, §§A153,C15 (AFF). PL 2003, c. 312, §§3-6 (AMD). PL 2005, c. 424, §1 (AMD).

§3753. Permit required

A person may not establish, operate or maintain an automobile graveyard, automobile recycling business or junkyard without first obtaining a nontransferable permit from the municipal officers of the municipality in which the automobile graveyard, automobile recycling business or junkyard is to be located, or from the county commissioners of the county of any unorganized territory in which the automobile graveyard, automobile recycling business or junkyard is to be located. Permits issued to an automobile graveyard or junkyard under this section are valid until the first day of the following year; except that, beginning in calendar year 2004, permits issued to an automobile graveyard or junkyard under this section are valid until the first day of October of the following year. Permits issued to an automobile recycling business under this section are valid for 5 years from the date of issuance and are renewable provided that the permit holder furnishes a sworn statement, annually, on the anniversary date of the granting of the permit, that the facility complies with the standards of operation applicable at the time of issuance of the permit. A person operating a business that involves the recycling of

automobiles may operate under a permit for an automobile graveyard or a permit for an automobile recycling business. [PL 2003, c. 312, §7 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,10 (AMD). PL 1993, c. 173, §4 (AMD). PL 2003, c. 312, §7 (AMD).

§3754. Hearings

Municipal officers or county commissioners, as provided for in section 3753, shall hold a public hearing before granting a permit to establish a new automobile graveyard, automobile recycling business or junkyard and may hold public hearings annually regarding the relicensing of these facilities. Municipal officers or county commissioners shall require an applicant to provide proof of mailing the notice of the application to all abutting property owners. Municipal officers or county commissioners shall also post a notice of the hearing at least 7 and not more than 14 days before the hearing in at least 2 public places in the municipality or unorganized territory and publish a notice in one newspaper having general circulation in the municipality or unorganized territory in which the automobile graveyard, automobile recycling business or junkyard is to be located. The municipal officers or county commissioners shall give written or electronic notice of the application to establish a new automobile graveyard or automobile recycling business to the automobile dealer licensing section of the Department of the Secretary of State, Bureau of Motor Vehicles by mailing a copy of the application at least 7 and not more than 30 days before the hearing. The municipal officers or county commissioners shall give written notice of the application to the public water supplier if the application is for an automobile graveyard, automobile recycling business or junkyard located within the supplier's source water supply area. The notice may be given by mailing a copy of the application at least 7 and not more than 14 days before the hearing. [PL 2005, c. 424, §2 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,10 (AMD). PL 1993, c. 173, §4 (AMD). PL 1999, c. 761, §5 (AMD). PL 2003, c. 312, §8 (AMD). PL 2005, c. 424, §2 (AMD).

§3754-A. Limitations on graveyard, automobile recycling business and junkyard permits

1. Highways; Interstate System and Primary System. A permit may not be granted for an automobile graveyard or junkyard within 1,000 feet of the right-of-way of any highway incorporated in both the Interstate System and Primary System or within 600 feet of the right-of-way of any other highway, except for:

A. Those automobile graveyards or junkyards that are kept entirely screened from ordinary view from the highway at all times by natural objects, plantings or fences. Screening required by this paragraph must be:

- (1) At a height, density and depth sufficient to accomplish complete screening from ordinary view;
- (2) Well constructed and properly maintained at a minimum height of 6 feet;
- (3) Placed outside of the highway right-of-way; and
- (4) Acceptable to the municipal officers or county commissioners; and [PL 2003, c. 312, §9 (NEW).]

B. Those automobile graveyards or junkyards located within areas that have been zoned for industrial use and located more than 600 feet but less than 1,000 feet from the right-of-way of any highway incorporated in both the Interstate System and Primary System. [PL 2003, c. 312, §9 (NEW).]

[PL 2003, c. 312, §9 (NEW).]

2. Limitation on new permits. A permit may not be granted for an automobile graveyard or junkyard established after October 3, 1973 and located within 100 feet of any highway.

[PL 2003, c. 312, §9 (NEW).]

3. Public facilities. A new permit may not be granted for an automobile graveyard or junkyard that is:

A. Located within 300 feet of a public building, public park, public playground, public bathing beach, school, church or cemetery; and [PL 2003, c. 312, §9 (NEW).]

B. Within ordinary view from a facility under paragraph A. [PL 2003, c. 312, §9 (NEW).]
[PL 2003, c. 312, §9 (NEW).]

4. Public and private water supplies. A permit may not be granted for an automobile graveyard, junkyard or automobile recycling business that handles junk, scrap metal, vehicles or other solid waste within 300 feet of a well that serves as a public or private water supply. This prohibition does not include a private well that serves only the automobile graveyard, junkyard, automobile recycling business or the owner's or operator's abutting residence. This prohibition does not apply to wells installed after an automobile graveyard, junkyard or automobile recycling business has already received a permit under section 3753.

Automobile graveyards, junkyards and automobile recycling businesses operating under the terms of permits issued prior to the effective date of this subsection and handling junk, scrap metal, vehicles or other solid waste within 300 feet of wells that serve as public or private water supplies may continue to operate in those locations under the terms of those permits. Municipal officers or county commissioners may renew a permit allowing the continued handling of junk, scrap metal, vehicles or other solid waste within 300 feet of a well serving as a public or private water supply as long as no further encroachment toward the well occurs. The municipal officers or county commissioners may not renew a permit if there is substantial, credible evidence that the permitted activities have caused contamination of the well.

[PL 2005, c. 424, §3 (AMD).]

5. Operating standards. All automobile graveyards and junkyards permitted pursuant to section 3753 are required to comply with the following standards:

A. All fluids, including, but not limited to, engine lubricant, transmission fluid, brake fluid, power steering fluid, hydraulic fluid, engine coolant, gasoline, diesel fuel and oil, must be properly handled in such a manner that they do not leak, flow or discharge into or onto the ground or into a body of water; [PL 2005, c. 247, §1 (AMD); PL 2005, c. 247, §7 (AFF).]

B. A vehicle containing fluids may not be stored or dismantled:

(1) Within 100 feet of any body of water or freshwater wetland, as defined by Title 38, section 436-A, subsection 5;

(2) Within the 100-year floodplain; or

(3) Over a mapped sand and gravel aquifer; [PL 2003, c. 312, §9 (NEW).]

C. Junk, scrap metal, vehicles or other solid wastes may not be placed or deposited, directly or indirectly, into the inland waters or tidal waters of the State or on the ice of inland waters or tidal waters or on the banks of inland waters or tidal waters in such a manner that they may fall or be washed into these waters; [PL 2005, c. 247, §2 (AMD); PL 2005, c. 247, §7 (AFF).]

D. Junkyard and automobile graveyard owners must demonstrate at the time of licensing that the facility or facilities for which they seek permits are, or are part of, a viable business entity and the facility or facilities are actively engaged in the business of salvaging, recycling, dismantling,

processing, repairing or rebuilding junk or vehicles for the purpose of sale or trade; [PL 2005, c. 683, Pt. A, §51 (RPR).]

E. A log must be maintained of all motor vehicles handled that includes the date each vehicle was acquired, a copy of the vehicle's title or bill of sale and the date or dates upon which all fluids, refrigerant, batteries and mercury switches were removed; [PL 2005, c. 247, §3 (NEW); PL 2005, c. 247, §7 (AFF).]

F. All fluids, refrigerant, batteries and mercury switches must be removed from motor vehicles that lack engines or other parts that render the vehicles incapable of being driven under their own motor power or that are otherwise incapable of being driven under their own motor power, appliances and other items within 180 days of acquisition. Motor vehicles, appliances and other items acquired by and on the premises of a junkyard or automobile graveyard prior to October 1, 2005 must have all fluids, refrigerant, batteries and mercury switches removed by January 1, 2007. Fluids required to be removed under this paragraph must be removed to the greatest extent practicable; [PL 2005, c. 247, §3 (NEW); PL 2005, c. 247, §7 (AFF).]

G. Storage, recycling or disposal of all fluids, refrigerant, batteries and mercury switches must comply with all applicable federal and state laws, rules and regulations; and [PL 2005, c. 247, §3 (NEW); PL 2005, c. 247, §7 (AFF).]

H. All fluids, refrigerant, batteries and mercury switches must be removed from motor vehicles, appliances and other items before crushing or shredding. Fluids required to be removed under this paragraph must be removed to the greatest extent practicable. [PL 2005, c. 247, §3 (NEW); PL 2005, c. 247, §7 (AFF).]

[PL 2005, c. 683, Pt. A, §51 (AMD).]

6. Rules. A permit, other than a limited-term permit as described in this section, may not be granted for an automobile graveyard or automobile recycling business that is not in compliance with all applicable provisions of the automobile dealer or recycler licensing provisions of Title 29-A, chapter 9. Municipal officers or county commissioners may award a limited-term permit conditioned upon an automobile graveyard's or automobile recycling business's demonstrating compliance with the provisions of Title 29-A, chapter 9 within 90 calendar days of the issuance of the municipal or county limited-term permit.

[PL 2003, c. 312, §9 (NEW).]

6-A. Relationship to state storm water requirements. After October 30, 2005, municipal officers or county commissioners may reject an application for an automobile graveyard or automobile recycling business if the applicant has not demonstrated that:

A. A notice of intent has been filed with the Department of Environmental Protection to comply with the general permit provisions for storm water discharges; or [PL 2005, c. 247, §4 (NEW); PL 2005, c. 247, §7 (AFF).]

B. The Department of Environmental Protection has determined that a storm water discharge permit is not required. [PL 2005, c. 247, §4 (NEW); PL 2005, c. 247, §7 (AFF).]
[PL 2005, c. 247, §4 (NEW); PL 2005, c. 247, §7 (AFF).]

7. Local ordinances. This subchapter may not be construed to limit a municipality's home rule authority to enact ordinances with respect to automobile graveyards, automobile recycling businesses and junkyards that the municipality determines reasonable, including, but not limited to, ordinances concerning:

A. Compliance with state and federal solid waste and hazardous waste regulations; [PL 2003, c. 312, §9 (NEW).]

B. Fire and traffic safety; [PL 2003, c. 312, §9 (NEW).]

- C. Levels of noise that can be heard outside the premises; [PL 2003, c. 312, §9 (NEW).]
- D. Distance from existing residential or institutional uses; [PL 2003, c. 312, §9 (NEW).]
- E. The effect on ^{the} groundwater and surface water, as long as municipal ordinances on groundwater are no less stringent than or inconsistent with rules adopted by the Department of Environmental Protection; and [PL 2003, c. 312, §9 (NEW).]
- F. Best management practices for automobile graveyards, junkyards and automobile recycling businesses developed by the Department of Environmental Protection. [PL 2003, c. 312, §9 (NEW).]

Municipal officers or county commissioners shall consider compliance with these local ordinances in deciding whether to grant or deny a permit for any automobile graveyard, automobile recycling business or junkyard and in attaching conditions of approval to a permit. [PL 2003, c. 312, §9 (NEW).]

8. Applicability. Municipalities may apply local ordinances adopted previously under subsection 7 pertaining to automobile graveyards and junkyards to an automobile recycling business without amending those ordinances to include automobile recycling businesses. A municipality must provide notice of its intent to apply these ordinances at the time an application for an automobile recycling business permit is filed. [PL 2003, c. 312, §9 (NEW).]

9. Right of entry. Municipal officers or their designees may, to carry out the provisions of this subchapter or to determine compliance with any laws, ordinances, license or permit approvals, decisions or conditions:

- A. Enter any automobile graveyard, junkyard or automobile recycling business property and inspect all outside areas, equipment and activities at reasonable hours for compliance with the laws or ordinances set forth in accordance with this subchapter; and [PL 2003, c. 312, §9 (NEW).]
- B. Enter any building on the property with the consent of the owner, occupant or agent to inspect the building and activities within the building for compliance with the laws or ordinances set forth in accordance with this subchapter. [PL 2003, c. 312, §9 (NEW).]

A municipal officer's or designee's entry onto property under this subsection is not a trespass. [PL 2003, c. 312, §9 (NEW).]

10. Standard for permit. The municipal officers or county commissioners may issue a permit to an automobile graveyard or junkyard if that automobile graveyard or junkyard meets the operating standards set forth in subsection 5. [PL 2005, c. 424, §5 (NEW).]

For purposes of revocation or suspension of a permit pursuant to section 3758-A, subsection 5, each of the standards set forth in this section is a condition of a permit. [PL 2005, c. 424, §6 (NEW).]

SECTION HISTORY

PL 2003, c. 312, §9 (NEW). PL 2005, c. 247, §§1-4 (AMD). PL 2005, c. 247, §7 (AFF). PL 2005, c. 424, §§3-6 (AMD). PL 2005, c. 683, §A51 (AMD).

§3755. Limitations on graveyard, automobile recycling business and junkyard permits (REPEALED)

SECTION HISTORY

PL 1987, c. 737, §A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,10 (AMD). PL 1991, c. 745, §2 (AMD). PL 1993, c. 173, §5 (AMD). PL 2003, c. 312, §10 (RP).

§3755-A. Automobile recycling business permits; operation standards

1. Application. An application for an automobile recycling business permit must include the following information:

- A. The name and address of the property owner; [PL 1993, c. 173, §6 (NEW).]
- B. The name and address of the person or entity who will operate the site; and [PL 1993, c. 173, §6 (NEW).]
- C. A site plan, including:
 - (1) Property boundary lines;
 - (2) A description of the soils on the property;
 - (3) The location of any sand and gravel aquifer recharge areas;
 - (4) The location of any residence or school within 500 feet of where the cars will be stored;
 - (5) The location of any body of water on the property or within 200 feet of the property lines;
 - (6) The boundaries of the 100-year flood plain;
 - (7) The location of all roads within 1,000 feet of the site;
 - (8) A plan for containment of fluids, containment and disposal of batteries and storage or disposal of tires; and
 - (9) The location within the property boundary lines where vehicles are drained, dismantled or stored. [PL 1993, c. 173, §6 (NEW).]

[PL 1993, c. 173, §6 (NEW).]

2. Standards for permit. The municipality may issue a permit to an automobile recycling business if the business demonstrates that the business meets the operation standards set forth in subsection 3. [PL 1993, c. 173, §6 (NEW).]

3. Operation standards. An automobile recycling business licensed under this section must meet the following standards.

- A. The site of the yard must be enclosed by a visual screen that complies with the screening requirements of section 3754-A. [PL 2003, c. 312, §11 (AMD).]
- B. A vehicle containing fluids may not be stored within 100 feet of any body of water or freshwater wetland, as defined by Title 38, section 436-A, subsection 5. [PL 2003, c. 312, §11 (AMD).]
- C. A vehicle may not be dismantled or stored within 500 feet of a school, church, cemetery or public playground or park that existed on the date the permit was issued. [PL 1993, c. 173, §6 (NEW).]
- D. A vehicle may not be dismantled or stored over a sand and gravel aquifer or aquifer recharge area. [PL 1993, c. 173, §6 (NEW).]
- E. A vehicle containing fluids may not be dismantled or stored within the 100-year flood plain. [PL 1993, c. 173, §6 (NEW).]
- F. Except as provided in subsection 3754-A, subsection 4, a vehicle may not be dismantled or stored within 300 feet of a well that serves as a public or private water supply, excluding a private well that serves only the automobile recycling business or the owner or operator's abutting residence. [PL 2003, c. 312, §11 (AMD).]
- G. A vehicle may not be located or dismantled closer than 20 feet from any lot line, unless the operator has notarized written permission from the abutting property owner. [PL 1993, c. 173, §6 (NEW).]

H. Dismantling of a vehicle must be performed in accordance with the following standards.

- (1) Batteries must be removed.
- (2) All fluids, including but not limited to engine lubricant, transmission fluid, brake fluid, power steering fluid, hydraulic fluid, engine coolant, gasoline, diesel fuel and oil, must be drained into watertight, covered containers and must be recycled or disposed of in accordance with applicable federal and state laws, rules and regulations.
- (3) Fluids from a vehicle may not be permitted to flow or be discharged into or onto the ground.
- (4) Storage, recycling or disposal of all fluids, refrigerant, batteries and mercury switches must comply with all applicable federal and state laws, rules and regulations.
- (5) A log must be maintained of all motor vehicles handled that includes the date each vehicle was acquired, a copy of the vehicle's title or bill of sale and the date or dates upon which all fluids, refrigerant, batteries and mercury switches were removed.
- (6) All fluids, refrigerant, batteries and mercury switches must be removed from motor vehicles that lack engines or other parts that render the vehicles incapable of being driven under their own motor power or that are otherwise incapable of being driven under their own motor power within 180 days of acquisition. Motor vehicles acquired by and on the premises of an automobile recycling business prior to October 1, 2005 must have all fluids, refrigerant, batteries and mercury switches removed by January 1, 2007. Fluids required to be removed under this subparagraph must be removed to the greatest extent practicable.
- (7) All fluids, refrigerant, batteries and mercury switches must be removed from vehicles before crushing or shredding. Fluids required to be removed under this subparagraph must be removed to the greatest extent practicable. [PL 2005, c. 683, Pt. A, §52 (AMD).]

[PL 2005, c. 683, Pt. A, §52 (AMD).]

4. Revocation or suspension of permit. For purposes of section 3758-A, subsection 5, each of the standards set forth in this section are conditions of a permit.

[RR 2003, c. 1, §32 (COR).]

5. Relationship to automobile graveyard permit. A person who recycles automobiles but does not qualify for, or loses, an automobile recycling business permit may apply for an automobile graveyard permit.

[PL 1993, c. 173, §6 (NEW).]

SECTION HISTORY

PL 1993, c. 173, §6 (NEW). RR 2003, c. 1, §32 (COR). PL 2003, c. 312, §11 (AMD). PL 2005, c. 247, §5 (AMD). PL 2005, c. 247, §7 (AFF). PL 2005, c. 683, §A52 (AMD).

§3756. Permit fees

The municipal officers or county commissioners shall collect, in advance from the applicant for a permit, a fee in accordance with the following schedule: [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Graveyard or junkyard. Fifty dollars for each application for an automobile graveyard or junkyard plus the cost of posting and publishing the notice under section 3754;

[PL 2005, c. 424, §7 (AMD).]

2. Graveyard or junkyard within 100 feet from highway.

[PL 2003, c. 312, §12 (RP).]

3. Recycling business. Two hundred fifty dollars for a 5-year permit for an automobile recycling business plus the cost of posting and publishing the notice under section 3754; or [PL 2003, c. 312, §12 (AMD).]

4. Fee. A fee as otherwise established by municipal ordinance or rule. [PL 2003, c. 312, §12 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,10 (AMD). PL 1993, c. 173, §7 (AMD). PL 2003, c. 312, §12 (AMD). PL 2005, c. 424, §7 (AMD).

§3757. Provisions regarding nuisances unaffected

This subchapter shall not be construed as in any way repealing, invalidating or abrogating Title 17, section 2802, or limiting the right of prosecutions under that section. Violation of this subchapter in the establishment, maintenance or operation of any automobile graveyard or junkyard constitutes prima facie evidence that the yard is a nuisance as defined in Title 17, section 2802. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,10 (AMD).

§3758. Violation

(REPEALED)

SECTION HISTORY

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,10 (AMD). PL 1991, c. 824, §B8 (AMD). PL 1993, c. 173, §8 (AMD). PL 2003, c. 312, §13 (RP).

§3758-A. Violations

1. Enforcement. All state, county and local law enforcement officers shall enforce the provisions of this subchapter. [PL 2003, c. 312, §14 (NEW).]

2. Municipal authority. Municipal officers or their designees may enforce the provisions of this subchapter pursuant to:

A. The enforcement of land use laws and ordinances under section 4452; [PL 2003, c. 312, §14 (NEW).]

B. The litter control provisions of Title 17, chapter 80; or [PL 2003, c. 312, §14 (NEW).]

C. The abatement of nuisance provisions of Title 17, chapter 91. [PL 2003, c. 312, §14 (NEW).]
[PL 2003, c. 312, §14 (NEW).]

3. Penalties. Violations of this subchapter are subject to the penalty provisions of section 4452; Title 17, sections 2264-A and 2264-B; or Title 17, chapter 91. Each day that the violation continues constitutes a separate offense. [PL 2003, c. 312, §14 (NEW).]

4. Abatement. If the municipality is the prevailing party in an action taken pursuant to the provisions of this Title or Title 17 as outlined in subsection 2 and the violator does not complete any ordered correction or abatement in accordance with the ordered schedule, the municipal officers or

designated agent may enter the property and may act to abate the site in compliance with the order. To recover any actual and direct expenses incurred by the municipality in the abatement of the nuisance, the municipality may:

- A. File a civil action against the owner to recover the cost of abatement, including the expense of court costs and reasonable attorney's fees necessary to file and conduct the action; [PL 2003, c. 312, §14 (NEW).]
 - B. File a lien on real estate where the junkyard, automobile graveyard or automobile recycling business is located; or [PL 2003, c. 312, §14 (NEW).]
 - C. Assess a special tax on real estate where the junkyard, automobile graveyard or automobile recycling business is located. This amount must be included in the next annual warrant to the tax collector of the municipality, for collection in the same manner as other state, county and municipal taxes are collected. Interest as determined by the municipality pursuant to Title 36, section 505 in the year in which the special tax is assessed accrues on all unpaid balances of the special tax beginning on the 60th day after the day of commitment of the special tax to the collector. The interest must be added to and becomes a part of the tax. [PL 2003, c. 312, §14 (NEW).]
- [PL 2003, c. 312, §14 (NEW).]

5. Revocation or suspension of permit. Violation of any condition, restriction or limitation inserted in a permit by the municipal officers or county commissioners is cause for revocation or suspension of the permit by the same authority that issued the permit. A permit may not be revoked or suspended without a hearing and notice to the owner or the operator of the automobile graveyard, automobile recycling business or junkyard. Notice of hearing must be sent to the owner or operator by registered mail at least 7 but not more than 14 days before the hearing. The notice must state the time and the place of hearing and contain a statement describing the alleged violation of any conditions, restrictions or limitations inserted in the permit.

The municipal officers or county commissioners shall provide written or electronic notice of the hearing to the automobile dealer licensing section of the Department of the Secretary of State, Bureau of Motor Vehicles at least 7 days before the hearing.

[PL 2005, c. 424, §8 (AMD).]

6. Removal of all materials after permit denial or revocation. The owner or operator of a junkyard, automobile graveyard or automobile recycling business for which a permit has been denied or revoked shall, not later than 90 days after all appeals have been denied, begin the removal of all vehicles, vehicle parts and materials associated with the operation of that junkyard, automobile graveyard or automobile recycling business. The property must be free of all scrapped or junked vehicles and materials not later than 180 days after denial of all appeals. An alternative schedule for removal of junk or vehicles may be employed if specifically approved by the municipal officers or county commissioners.

[PL 2003, c. 312, §14 (NEW).]

SECTION HISTORY

PL 2003, c. 312, §14 (NEW). PL 2005, c. 424, §8 (AMD).

§3759. Rules

(REPEALED)

SECTION HISTORY

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,10 (AMD). PL 2003, c. 312, §15 (RP).

§3760. Relocation, removal, disposal, compensation and condemnation