

CORRESPONDENCE WITH HHC SINCE LAST MEETING 11/23/21

11/29/21 Town Office forwarded the Planning Board's meeting of 11/23/21 update of the open items for completeness for the Amended Subdivision Application.

11/29/21 Town Office forwarded the Planning Board's meeting of 11/23/21 status of Completeness Items for the Commercial Development Review.

11/29/21 Applicant responded with thanks for sending the motion.

12/9/21 Received email from the applicant stating they were sending responses to the Site Plan Completeness and Subdivision conformance items to the town that day. They also stated the ILOC and LOA issues were still being finalized. They also confirmed they would be at the public hearing.

12/9/21 The same date, I forwarded the above email to the Planning Board and Select Board.

12/9/21 Applicant submitted documents by email for responses to the Amended Subdivision Application and the Commercial Development Review.

12/10/21 Town office received copies of the above documentation.

Attachment #7

12/14/2021

Palmyra Town Office

From: Timothy A. Pease <tpease@rudmanwinchell.com>
Sent: Tuesday, December 14, 2021 4:01 PM
To: 'Palmyra Town Office'
Cc: Stephen W. Wagner; Rachel E.S.Thompson
Subject: FW: BHBT Letter of Credit
Attachments: LETTER OF CREDIT.docx

Good afternoon,

In correspondence to you dated October 15, 2021 I advised that a line of credit offered by the applicant on behalf of Sebasticook Family Doctors was inadequate.

Since then, the applicant has obtained the attached letter of credit which, in my opinion, provides adequate protection to the Town for the necessary construction.

Should the Planning Board have any questions regarding my opinion, I would be happy to explain further.

Tim Pease

NOTICE:

This email and any files transmitted with it are confidential and intended solely for the use of the entity or individual to whom they are addressed, and may contain information that is privileged and/or exempt from discovery or disclosure under applicable law. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege. Unless expressly stated in this e-mail, nothing in this message or any attachment should be construed as a digital or electronic signature, a legal opinion, or establishing an attorney-client relationship. If you have received this email in error, please notify the system manager at Admin@rudmanwinchell.com immediately and permanently delete or destroy the original and its attachments, along with any electronic or physical copies. Rudman Winchell cannot accept responsibility for the accuracy or completeness of this email as it has been transmitted over a public network. If you suspect that the email may have been tampered with, intercepted or amended, please notify the system manager.

**BAR HARBOR BANK & TRUST
IRREVOCABLE STANDBY LETTER OF CREDIT**

Credit No. _____

Date _____

To: Town of Palmyra, Maine
4 Madawaska road
Palmyra, Maine 04965

We hereby issue our Irrevocable Standby Letter of Credit No. _____ in your favor for the account of our customer, Sebasticook Family Doctors, for up to the aggregate amount of Two Hundred Fifty-eight Thousand Two Hundred Eighty-four and 00/100 Dollars (\$258,285.00). This amount is available upon presentation of your sight draft or drafts drawn on us and accompanied by this Letter of Credit and:

1. A statement signed by your authorized representative stating: "that the amount claimed hereunder, represent the amounts properly and legally due to the Town of Palmyra, Maine by Sebasticook Family Doctors, pursuant to certain local ordinances and the terms of the approved subdivision plan granted by the Town of Palmyra to Sebasticook Family Doctors relating to the development of a road within Friendly Acres Subdivision (the "Plan")" and
2. A letter, stating that Sebasitcook Family Doctors has failed to complete the work required by the Plan approval and detailing the cost of the work remaining to be completed.

Unless extended in writing by the Bar Harbor Bank & Trust, this Letter of Credit expires on December 31, 2023.

All drafts drawn under this Letter of Credit must contain the following statement: "Drawn under Bar Harbor Banking and Trust Company irrevocable Letter of Credit No. _____, dated _____."

All drafts so drawn and accompanied, under and in compliance with the terms of this Letter of Credit, will be duly honored if presented at our office at Bar Harbor, Maine, on or before the close of business on the expiration date hereof.

You may not assign any interest whatsoever in this Letter of Credit, whether the same be deemed a property interest under Maine law or not, and we will not recognize nor honor any such purported assignment.

Except as otherwise required by any condition or term set forth herein, and as to matters not governed by the laws of the State of Maine, including without limitation Article 5-A of the Uniform Commercial Code as in effect in the State of Maine, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits, of the International Chamber of Commerce Publication No. 600, of Maine.

Very truly yours,

BAR HARBOR BANK & TRUST

By: _____

Its:

12/14/2021

Palmyra Town Office

From: Timothy A. Pease <tpease@rudmanwinchell.com>
Sent: Tuesday, December 14, 2021 5:19 PM
To: 'Palmyra Town Office'
Cc: Stephen W. Wagner; Rachel E.S.Thompson
Subject: Seabasticook Family project

Good afternoon,

Please forward this message to the Planning Board.

In addition to the issue of the letter of credit, I was asked to give an opinion as the applicability of ordinances requiring certain road maintenance standards. In prior filings, the applicant took the position the Town's Road Standards for Subdivisions requiring the transfer of responsibility of road maintenance to a separate organization should not apply because, among other reasons, it could not force existing lot owners to join such an organization. Therefore, the applicant argued, the goal of the Town, i.e., have an entity accountable for road maintenance could not be achieved.

In response to the concerns over future road maintenance, the applicant has offered as a condition of approval, the following language: "The roadway areas within the subdivision shall be maintained to commercially reasonable standards and in compliance with all applicable permits, laws, rules, and ordinances, with such maintenance to include, but not be limited to, sweeping, snow removal, and the repair of potholes, to be addressed by and among the lot owners of the subdivision in accordance with their respective easement rights and obligations."

While it is up to the Planning Board to decide whether this proposal is sufficient, I would note that having this as a condition of approval would provide the Town assurance and accountability that the roads will be maintained in an adequate condition. If the roads fall below standard, the Town has a mechanism through this condition by which to enforce the standards. Further, it is my view this condition meets the intent of the Town's ordinances to ensure there is an accountable entity to point to if roads fall below standards.

I would be pleased to answer any questions you may have.

Tim

Tim Pease | Partner

The Graham Building | 84 Harlow Street

P.O. Box 1401 | Bangor, Maine 04402

tel: 207.992.2628 | tpease@rudmanwinchell.com



RUDMAN • WINCHELL

COUNSELORS AT LAW



**Maine
Fiduciary Services**
an office of RUDMAN • WINCHELL

Attachment #3

12/14/21

SOLAR FARM FOLLOW-UP ITEMS

TGL

July 8, 2021 / Rev. 3

ITEM NO.	PERMIT CONDITION NO.	ITEM DESCRIPTION	STATUS AS OF 7/1/2021	NOTES	CEO UPDATE
1	1	Copy of new proposed deed covenants	not received from Solar Farm	Prior to start of construction and prior to being recorded at the Registry of Deeds (overdue). See also Eggett to Thies email dated 05/13/2020 included in the application of 8/16/2020 on this topic. See also Planning Board minutes 9/8/2020 "due prior to construction". Applicant Drawing C-102 Rev. 8 dated 11/19/2020.	
2	5	Detailed electrical schematic (R.F.C. Drawings)	not received from Solar Farm	Prior to start of construction (overdue). See Article #9, Section 6, Paragraph 12, Page 36 of Commercial Development Ordinance. See also Planning Board minutes 8/25/2020 "due prior to construction". Applicant Drawing C-102 Rev. 8 dated 11/19/2020.	Done
3	6	Electrical training on system access and shutdown	not received from Solar Farm	Due prior to system start up (Newport F.D. and other interested parties). See Article #9, Section 6, Paragraph 12, Page 36 of Commercial Development Ordinance. Applicant Drawing C-102 Rev. 8 dated 11/19/2020.	
4	7	Knox Box at all gates for emergency access	not received from Solar Farm	Needed prior to system start up. Concurrent with item #3 above. Applicant Drawing C-102 Rev. 8 dated 11/19/2020.	
5	8	Notice of change of ownership	not received from Solar Farm	When applicable. See also 4 associated items on C102 R8 Conditions 8 a, b, c, and d. Applicant Drawing C-102 Rev. 8 dated 11/19/2020.	
6	9	Annual detailed decommissioning estimate	not received from Solar Farm	See Commercial Development Ordinance dated 02/11/20, Article 9, Section 7, Pages 37 & 38. Due Annually by 12/31. Updated written quotes required from subs and suppliers. Applicant Drawing C-102 Rev. 8 dated 11/19/2020.	
7	11	Noise survey	not received from Solar Farm	See Commercial Development Ordinance dated 02/11/20, Article 8, Section 7, Pages 20 & 21. Due following start up. Written test results to CEO and abutters. See also Planning Board minutes 10/13/2020. Sound tests to be done within 3 months of start-up. Applicant Drawing C-102 Rev. 8 dated 11/19/2020.	
8	13	Adjusted funding of decommissioning surety account	not received from Solar Farm	If the decommissioning cost estimate increases, then the surety must be increased accordingly. Original estimate with backup quotes on pages 137-140 of July 2020 application. Reference also Pledge and Disbursement Agreement (\$287,280.50). Applicant Drawing C-102 Rev. 8 dated 11/19/2020.	
9	14	Initial baseline water quality survey	not received from Solar Farm	See Commercial Development Ordinance dated 2/11/20, Article 9, Page 37. Note: It was agreed that the applicant will contract and pay for the testing. Written results to CEO and abutters. See also Groundwater Monitoring Program dated 11/19/2020 in application dated 8/19/2020 which includes 10-15 key test parameters plus 39 compounds specific to solar panel projects. Applicant Drawing C-102 Rev. 8 dated 11/19/2020.	
10	14	Annual water quality survey	not received from Solar Farm	See Commercial Development Ordinance dated 2/11/20, Article 9, Paragraph 4, Page 37. Written results to CEO and abutters. See also Planning Board minutes of 11/24/2020. Applicant Drawing C-102 Rev. 8 dated 11/19/2020.	
11	NA	Landscape Buffer Installation (see Landscape Buffer Detail)	Due after buffer installation from CEO	CEO to confirm visual tree screen landscape buffer installed as shown on referenced drawing. See also articles 4 and 7 of the Commercial Development Ordinance dated 2/11/2020. See also CES schedule letter dated 10/22/2020 which is also included in the application dated 8/19/2020. See also Planning Board Minutes of 8/25/2020, "white spruce proposed". Applicant Drawing C-102 Rev. 8 dated 11/19/2020.	

Attachment #4

PALMYRA PLANNING BOARD LAND USE PERMIT

Findings of Fact and Conclusion of Law

APPLICANT: _____

APPLICANTS TAX MAP #, LOT #: _____

FINDINGS OF FACT:

THE APPLICANT ON _____ APPLIED FOR A LAND USE PERMIT FOR _____

AND PRESENTED TO THE PALMYRA PLANNING BOARD ON _____.

These Findings of Fact and Conclusions of Law were developed in conjunction with consideration of the permit application.

CONCLUSIONS OF LAW:

Based upon the application materials, testimony, statements, evidence, documents and other materials presented to the Palmyra Planning Board and the above FINDINGS OF FACT, the Palmyra Planning Board finds that the applicant is/is not permitted to _____

under the Zoning Ordinance for Palmyra, Maine Section 3-5, and further conclusions as described below:

1. Applicant has/has not provided documentation that they have adequate right, and interest to the property identified in the application.
2. The Planning Board has determined that they have authority to make a decision on the application based upon the Zoning Ordinance for Palmyra, Maine Sections 3-5/3-6/3-7.
3. Applicant has/has not clarified that the area of land use proposed is not in a Farmland/Open Space/Tree Growth based upon the application.
4. Applicant has/has not clarified that the property is not in a Flood Insurance Rate Map Area based upon the application. _____
5. Applicant has/has not provided a Subsurface Wastewater Disposal System (SWDS) Application Approval Date based upon the application or the system is already installed. The applicant has/has not identified the location of the SWDS and this location meets required setbacks based upon the SITE PLAN.
6. Applicant has/has not provided for water service to the property as indicated on the SITE PLAN.
7. Applicant does/does not comply with Section 3-6 Dimensional Requirements based upon the SITE PLAN provided by the applicant.
8. Applicant has/has not provided formal plans, as defined by the Planning Board, based upon the application.
9. _____
10. _____

Attachment #5

12/14/20

CONDITIONS OF APPROVAL NEEDED BEFORE THE LAND USE PERMIT IS VALID:

1. _____
RATIONALE: _____
2. _____
RATIONALE: _____
3. _____
RATIONALE: _____
4. _____
RATIONALE: _____

PALMYRA PLANNING BOARD LAND USE PERMIT

Findings of Fact and Conclusion of Law

DECISION:

Based upon the above Finding of Fact and Conclusion of Law, on _____
the Town of Palmyra Planning Board has/has not approved by a vote of _____
the Land Use Permit application for _____

_____,
with the above Conditions (if any) at a meeting on _____. The
applicant is also responsible to obtain any other local, state or federal permits, if
applicable.

SIGNED THIS DAY _____ BY THE TOWN OF PALMYRA PLANNING BOARD

CHAIRMAN: _____

VICE CHAIRMAN: _____

MEMBER 1: _____

MEMBER 2: _____

MEMBER 3: _____

Permits are valid for two (2) years from date of issue; however, if no construction has begun within six (6) months of date of issue, any permit issued shall be void. Permits that have expired, the applicant shall obtain another permit as required by this Ordinance by submitting another site review application to the Planning Board. A permit is transferable to subsequent owners of the property. Under the Planning Board's discretion, a six (6) month extension may be applied to a permit due to extenuating circumstances.