

MEMORANDUM

TO: North Yarmouth Planning Board

Through Ben Scipione, Code Enforcement Officer

CC: Robert G. Taisey, Assured Solar Energy

From: Kate Burch, Planner, North Star Planning

RE: Assured Solar Energy Preapplication – Planning Board meeting

February 14, 2023

Date: February 2, 2023

Overview

The applicant proposes to convert the existing structures at 111 Mountfort Road into the base of operations for Assured Solar Energy, a general contracting business. Business operations include customer service, receiving deliveries and storing construction materials, pre-assembly, and vehicle and equipment storage and maintenance. Work hours are Monday through Thursday from 7 am – 5 pm.

The four existing structures consist of a four-bay garage, a metal building, a mobile home with additions, and a one-bay open garage. All buildings are set back more than 500' from Mountfort Road and screened by trees. The applicant plans to bring shipping containers on-site to use for storage of materials and equipment.

The exteriors of all buildings will remain the same. Interior renovations are planned to convert some of the residential structure to office space.

Changes to the site will be minimal. The applicant plans to clear some trees to improve access to the buildings and add solar panels. The applicant does not plan to add any paving.

The applicant plans to upgrade the electrical service and upgrade heating systems to heat pumps, while maintaining the existing wood, oil, and propane heat sources.

Applicant: Robert Taisey

Owner: same as the applicant

Location: 111 Mountfort Road

Zoning: Farm & Forest

Tax Map Number: Map 4 Lot 25

Existing Land Use: single-family detached dwelling and garages used for construction business

Proposed Land Use: single-family residential and general contracting business

Acreage: 1.5 acres

Waivers: The applicant has not requested any waivers.

Site Walk: The Board should decide if a site walk for this project is necessary.

Public Hearing: A public hearing for this project has not been scheduled.

Preapplication Completeness Review: NSP reviewed the project for completeness and the project meets the preapplication submission requirements.

Site Plan Review - Findings of Fact:

1. Utilization of the Site

- The applicant plans to utilize the existing buildings located at 111 Mountfort Road for a general contracting business.
- The project is located in the Farm and Forest zone and is abutted by single-family residential properties.
- The property includes 4 existing structures: a four-bay garage (1,152 SF), a metal building (2,928 SF), a mobile home with additions (1,890 SF), and a one-bay garage (384 SF).

2. Utilities

- The applicant is expanding the existing electrical service, and will use existing wood, oil, and propane heat.
- The applicant should confirm water and wastewater systems in their next submission.

3. Building Standards

- The project will utilize the existing building for their business.
- No new structures or buildings are proposed.
- 4. Impact on Community Facilities
- No negative impact on community facilities will result from this project.
- 5. Hazardous Materials and Emissions
- The applicant has provided a hazardous materials list.
- The applicant should confirm the storage and disposal of hazardous materials in their next submission.

6. Exterior Lighting

- The applicant should describe any new exterior lighting in the next submission.
- 7. Financial and Technical Capacity

- The applicant has provided their contract agreement for the property.
- The applicant should provide a business registration form and evidence that associated application fees were paid with the next submission.
- The applicant should confirm estimated construction costs for site improvements in the next submission.
- 8. Landscaping, Buffers and Screening
- The applicant should confirm what existing trees and landscaping is to remain in the next submission.
- The applicant should confirm if any landscaping, buffers, and screening are proposed for the project in the next submission.
- 9. Noise
- No noise levels in excess of the town standards will result from the project.

10. Signs

- The applicant should provide any sign design details and dimensions for the next submission.
- 11. Storage of Materials
- The applicant should confirm if there will be any exposed storage areas or dumpsters on the property in the next submission.
- 12. Stormwater Control
- The applicant should provide stormwater runoff analysis, and note if existing drainage flow direction will change, with the next submission.
- 13. Protection of Significant Wildlife Habitat
- The applicant should confirm if any significant wildlife habitat is located within the project area in the next submission.

14. Access Management and Vehicular Circulation

- Vehicular access to the site will come from the existing driveway entrance off Mountfort Road.
- The applicant should confirm if they need to apply for a Driveway/Entrance Permit from the Maine Department of Transportation.
- The applicant should provide estimated traffic counts with the next submission.

15. Pedestrian Ways and Bicycle Access

• No changes to sidewalks or other surrounding pedestrian areas are proposed.

16. Off-Street Parking and Loading

- The applicant proposes to create an unpaved employee parking area.
- The applicant should confirm the details of site parking in the next submission.

Conclusions of Law:

- 1. The development **will/will not** reflect the natural capabilities of the site to support development.
- 2. Utilities serving developments in the Village Center District and Village Residential District **will/will not** be installed underground.
- 3. The proposed development **will/will not** result in a negative impact to the environment or to the community facilities or services.
- 4. The development **will/will not** contribute emission of dust, ash, smoke or other particular matter.
- 5. The proposed development **will/will not** have adequate exterior lighting to provide for its safe use during nighttime hours.
- 6. The landscape **will/will not** be preserved in its natural state, insofar as practicable, by minimizing tree and soil removal, retaining existing vegetation where desirable, and keeping any grade changes in character with the general appearance of neighboring areas.
- 7. The development **will/will not** control noise levels such that it **will/will not** create a nuisance for neighboring properties.
- 8. The size, location, design, color, texture, lighting and materials of all exterior signs **will/will not** detract from the design of proposed buildings and structures.
- 9. Exposed non-residential storage areas, exposed machinery, and areas used for storage **will/will not** have sufficient setbacks and screening.
- 10. Adequate provisions **will/will not** be made for the collection and disposal of all storm water that runs off proposed roads, parking areas, roofs and other surfaces.
- 11. Developments **will/will not** be designed to protect and conserve important wildlife habitat to the greatest extent feasible.
- 12. The layout of the site **will/will not** provide for the safe movement of passenger, service, and emergency vehicles throughout the site.
- 13. The site plan **will/will not** provide for a system of pedestrian ways within the development appropriate to the type and scale of development.
- 14. Parking areas **will/will not** be constructed to protect the natural environment and visual character of the community, improve pedestrian safety and accessibility, and promote the quality of life in developed areas.



TOWN OF NORTH YARMOUTH PLANNING BOARD REQUEST FOR HEARING



BY:

NAME OF APPLICANT:	Robert G. Taisey-(or assigns)	PHONE #	: 207-233-4423
EMAIL: rob@assu	redsolar.com	ALT. PHONE#	: 207-221-2916
FULL ADDRESS:	(Mailing)- PO Box 1199 Yarmouth ME 04	1096)- (Physical)-460 Mo	untfort R N Yarmouth 04097
PROPERTY ADDRESS:	111 Mountfort Road N Yarmouth ME 0	4097	
MAP: 3 LOT:	91 ZONE: FF		
AGENT/REPRESENTATIVE	: (if other):	PHONE #	
FULL ADDRESS:			
The undersigned requests	the North Yarmouth Planning Bo	ard consider the fol	lowing application for:
The undersigned requests	the fronti farmouth hamme be		, s
Pre-application : Minor Subdivision Contract Zoning Other (Specify):		✓	Major Subdivision Site Plan Review
than (fourteen) 14 Applications shall l applicable ordinan 2. All applications sha requirements form	ropriate materials must be filed at days prior to the regular meeting be accompanied by all application ce(s), checklists and fee schedule all include all materials and copies n. or shall be copied in color.	g of the Board (2 nd T is fee and materials	uesday monthly). required by the
and the development as caccurate and is in accorda waivers are requested. The authorized to enter the primprovements as a result	to the Town of North Yarmouth flescribed. To the best of my known of with the Zoning and Subdivising Town of North Yarmouth Plann of For purposes of review of an approval of this proposal. I eone appear on my behalf, at all not the subsequence of the subsequen	vledge, the information Ordinances of the hing Board and/or to wing this proposal and understand that I a	tion provided herein is the Town, except where twn employees are and for inspecting the responsible for Planning Board.
Please identify yourself (check one): Agent*: 7	Property Owner:	



TOWN OF NORTH YARMOUTH **PLANNING BOARD FEE CALCULATION SHEET**



	31	
OA		* * * * * * * * * * * * * * * * * * *
AF &		
		the state of the s

NAME	OF APP	LICANT:	Robert G. Taisey (or Assigns)	නිසිට සිට මේ දිදිවිදිදිව විදිසිට විරැසිමේ නිස්ත්ත්ත්ත්ත්ත්ත්ත්ත්ත්ත්ත්ත්ත්ත්ත්ත්ත්ත
PROPE	RTY AD	DRESS:	111 Mountfort Road	
MAP:	3	LOT:	91	

SITE PLAN FEES		
<u>Description</u>	<u>Fees</u>	<u>Total</u>
Preliminary Sketch Plan Review	\$0	0
Site Plan Review Permit	\$250.00	250.00
Amendment to Site Plan Review Permit	\$75.00	
SUBDIVISION APPROVAL FEES MINOR SUBDIVISION (4 lots or less) Description	Fees	<u>Total</u>
		<u>rotai</u>
Non-refundable Application Fee	\$250.00	
Each Lot/Dwelling Unit	\$100.00	
Technical Review	Cost + \$25.00	
MAJOR SUBDIVISION (5 lots or more) Description	<u>Fees</u>	<u>Total</u>
Non-refundable Application Fee	\$350.00	
Each lot/Dwelling Unit	\$100.00	
Technical Review	Cost + \$25.00	
	TOTAL FEES REQUIRED	250.00

NOTE: Certain Subdivisions will be required to complete a Site Plan Review Permit. Review fees are not typically refundable. If extenuating circumstances occur, the Board may consider a partial or full refund.



TOWN OF NORTH YARMOUTH

PLANNING BOARD

SITE PLAN REVIEW AND CONDITIONAL USE APPLICATION

(See Section 4 pages 23 through 36 of the North Yarmouth Land Use Ordinance)

N	IAME OF APPLICANT:	PHONE #:
Ε		ALT. PHONE#:
F	ULL ADDRESS:	
Ρ	ROPERTY ADDRESS:	
Ν	MAP: LOT:	
Α	GENT/REPRESENTATIVE (if other):	PHONE #:
	NAAII •	
F	IIII ADDRESS:	
1.	-	erty owners within 500' of any and all property boundaries (use the code office for an updated list)
2.		
		Professional Lic. #
	Email:	
3.	Zoning Classification of the Propert	ty
	Village Center	Village ResidentialFarm and Forest
	Shoreland ResidentialGroundwater Protection O	Resource ProtectionRoyal River Overlay Overlay
4.	•	ne proposed use or activity, including but not limited to the type ours of operation, types and amount of traffic to be generated
5.	Historic Structures: Are there any property?YESNO	y historic structures or areas of historical importance on the
6.	·	ticides, fuels, nutrients and other potentially toxic or hazardous n the premises, and the quantities of these materials (use a
7.	List of Equipment to be used, park	ed or stored (use a separate sheet).
8.	To the best of my knowledge, all the this application are correct.	ne above-stated information, and all prepared submissions in
	Robert (7 Vaisery	
	Signature of Applicant/Owner	Date



Robert Taisey,

Per the terms of our contract for you to buy my property at 111 Mountfort Road I reaffirm my permission for you, at your expense, to

Reestablish electric service which may involve some new equipment

Establish cable and internet service

Use, remove and dispose of any personal property that I left at the premises including the home Remove some trees and improving the woods road to facilitate accessing and removing the tires

Store boats, vehicles and equipment

Allow Jim Moulton to remove the sedan

Pay the monthly rental amounts of \$1,000 to the Town of North Yarmouth of real estate taxes.

Hilda Gladstone Wilder Gladstone

PURCHASE AND SALE AGREEMENT ("days" means business days unless otherwise noted, see paragraph 23)

7 44		· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·
January 12 Offer Date	, <u>2023</u>		2023 ;	Effective Date
			n Paragraph 23 of this Agreement.	
1. PARTIES: This Agreement	t is made between Rober	rt G. Taisey or assigns		
	Hilda	M. Gladstone	("Buyer") and
				("Seller").
There or (ir here or see hat a	. 20 lur explanation) the	s hereinafter set forth, Seller agree property situated in municipality	of Novelle Vousses	to buy Xall
described in deed(s) recorded at	said Countrie Pagietry of	ine, located at 11 Deeds Book(s) 39344	1 Mountfort Road	and
	said County's registry of	Deeds Book(8) 39344	, Page(s)	- ·
3. FIXTURES: The Buyer and	Seller agree that all fixtur	es, including but not limited to exist	ing storm windows garages	والمتعاملة والمتعارب
oractory ourtain 1003, On	uu-m augmanices, neanno	SOUTCES/SVSTEMS including one and	on banasana Gual La	, suaces and/or
see tool paints battis, etectitest	manu-wired gei	nerators, landscaping, and	n/a	are
meraden with the safe except tot	the following: n/a			
are made.	ical components of fixtur	es will be operational at the time of	closing except: all. No rep	resentation
4. PERSONAL PROPERTY:	The following items of pe	rsonal property as viewed onJ	anuary 11, 2023 are incl	luded with the
sale at no additional cost, in "as	is" condition with no wa	rranties: none		THE STATE OF THE S
5. PURCHASE PRICE/EARN	VEST MONEY: For such	h Deed and conveyance Buyer ag		
. Duve	a i iansamiverea ar i	will deliver to the Agency within	grees to pay the total pure	hase price of
a apposit of carrest money in the	amount \$. Buver agrees the	at an additional deposit of e	mecuve Date,
in the amount of \$ 0	will be	delivered	1-	-
f Buyer fails to deliver the initia	l or additional deposit in	compliance with the above terms S	_11	reement This
were as estimated office Diff.	ci ilas delivered sam nen	OSINS) The remainder of the number	ase price shall be paid by w	vire, certified
cashier's or trust account check u	pon delivery of the Deed.	•	,	,,
This Purchase and Sale Agreeme	nt is subject to the follow	ing conditions:		
6. ESCROW AGENT/ACCEP	PANIOR.	***		
said earnest money and not as ear	TANCE:	RE/MAX Shoreline his offer shall be valid until	("Agenc	y") shall hold
10	TAM PA	dis otter shall be valid until	January 13, 2023	(date)
promptly to Buyer.		A; and, in the event of non-accepta	nce, this earnest money sha	ll be returned
_				
7. TITLE AND CLOSING: A	deed, conveying good ar	nd merchantable title in accordance	with the Standards of Titl	le adopted by
TOPOCHE TIME TO THE PROPOSITION SHALL	or delivered to Buyer an	id this transaction shall be closed a	ind Buyer shall pay the ball	ance due and
The state of the s	see annennnn	n (closing data) as hafa		
sener is unable to convey in acco	ordance with the provisio	he of this naraoranh, than Callar al	nli bovin a manas 1.1 - 47	
The state of the s	A MITTO DETICE IS HORITICA O	i inc acteur uniegg amomunes gares	dita in maintan la la la la Dici	1 ^ 11
is remonstate and and, botter nereby	' arices io make a goog-i	200 ettort to cure any title defect		1
TOTAL SAME DOL TOTAL SPOAC OF BILL	C CADIIMION OI SUCH TERRO	nanie time nemod. Seller is usoble.	An amazanda dha dha dha 19	
was a base when the properties of the control of th	a or may terribiliate this As	Mccmem in which case the parties of	nall be relieved of any furthe	r obligations
hereunder and any earnest money	shall be returned to the B	Buyer.	·	
B. DEED: The property shall be	conveyed by a	quitelaim	441 1 111 A	
encumbrances except covenants.	conditions, easements as	nd restrictions of record which do	deed, and shall be free an	id clear of all
continued current use of the prope	erty.	to to a record which do	not materially and adverse	affect the
				^
			•	
	DS			
Page 1 of 5 Buyer(s)	Initials KT	Seller(s) Initials	<u>a</u>	
E/MAX Shoreline, The Common at 88 Middle Stree	et Portland ME 4161	Phone: (287)553	7500 Fax: (207)773-2525	
cost Kerr Produ	cod with I and Walf Transpositions take		· (OA. (NO 1) 13"4343	Taisey 116

Page 2 of 5

Suyer immediat	ely at closing. Said pr	riting, possession and occupancy of premises, emises shall then be broom clean, free of all easonable use and wear. Buyer shall have the
eller shall keep r destroyed pric	the premises insured a	sing, risk of loss, damage, or destruction of against fire and other extended casualty risks may either terminate this Agreement and be together with an assignment of the insurance
s required to com ce of the compar by Seller. The i none (based on munic e time of closing he new tax rate	oply with lender required by that last delivered the following items, where the cipality's fiscal year). So they shall be apported and valuation can be a	all fuel in any tanks remaining on the property ments, if any. The amount owed, if any, shall be e fuel. Metered utilities such as electricity, water applicable, shall be prorated as of the date of day of closing is counted as a Seller day. Real eller is responsible for any unpaid taxes for prior oned on the basis of the taxes assessed for the scertained, which latter provision shall survive
liance with any formation	ederal, state or municip on from professionals re	
ent is not subje roperty.	ect to any due diligend	ce investigations. Buyer is relying completely
days from t	ct to Buyer's satisfact the Effective Date of to tot limited to, any or all of	tion with the results of any due diligence his Agreement to perform such due diligence of the following:
days from to no lude, but are no lude, l	the Effective Date of too timited to, any or all of the Survey/MLI Lead Paint Flood Plain Chimney	his Agreement to perform such due diligence of the following: Habitat Review/Waterfowl Shoreland Septic Energy Audit Lot Size/Acreage
Zoning Pests Pool Insurance Mold by persons cho ts and consultantees to take reaso in Buyer's sole of any earnest mon remedies other the ncy is waived. If	sen by Buyer in Buyer to reasonable access to mable steps to return the discretion, Buyer may the shall be returned to an voiding the Agreem Buyer does not notify St.	his Agreement to perform such due diligence of the following: Habitat Review/Waterfowl Shoreland Septic Energy Audit
Zoning Pests Pool Insurance Mold by persons cho ts and consultantees to take reason in Buyer's sole of any earnest montemedies other through is waived. If a under this paraginvestigation are	sen by Buyer in Buyer to reasonable access to mable steps to return the discretion, Buyer may the shall be returned to man voiding the Agreem Buyer does not notify Segraph is not performed to waived by Buyer.	his Agreement to perform such due diligence of the following: Habitat Review/Waterfowl Shoreland Septic Energy Audit Lot Size/Acreage Arsenic Wood/Water (see par. 13) or's sole discretion. Seller agrees to cooperate the property and its systems and fixtures in the property to its pre-inspection condition. If the erminate this Agreement by notifying Seller in the Buyer. If the result of any investigation is unsatisfactory within the left that an investigation is unsatisfactory within
Zoning Pests Pool Insurance Mold by persons cho ts and consultant rees to take reaso in Buyer's sole of any earnest mon remedies other the output is waived. If ounder this paraginvestigation are output Tax program, Sonowledges received.	she Effective Date of tot limited to, any or all of survey/MLI Lead Paint Flood Plain Chimney Tax Status* sen by Buyer in Buyer to return the discretion, Buyer may to the shall be returned to the	his Agreement to perform such due diligence of the following: Habitat Review/Waterfowl Shoreland Septic Energy Audit Lot Size/Acreage Arsenic Wood/Water (see par. 13) or's sole discretion. Seller agrees to cooperate of the property and its systems and fixtures in the property to its pre-inspection condition. If the erminate this Agreement by notifying Seller in the Buyer. If the result of any investigation is usent, Buyer must do so to full resolution within the eller that an investigation is unsatisfactory within or completed during the period specified in this
	ne condition as closing. ON AND INSUeller shall keep destroyed priction and accept all X shall not perfect to conce of the compart by Seller. The mone (based on munice time of closing the new tax rate ax as required by makes any warraiance with any for seek information and subject to subject the condition of t	ne condition as at present, excepting a closing. ON AND INSURANCE: Prior to closeller shall keep the premises insured at destroyed prior to closing, Buyer a closing and accept the premises "as-is" to the premise to comply with lender require the company that last delivered the company

14.		IANCING: Buyer's t Subject to Finan	s obligation to close:			
		is not subject to a	a financing contingency. Bu	ayer has provided Selle	r with acceptable proof of the funds.	
		is not subject to	a financing contingency.	Buyer shall provide	proof of the funds acceptable to Se	
		days. If such pro-	of is unacceptable to Seller	r, Seller may terminate	this Agreement no later than	days from receipt. If
		is received bow	not provided within such the core	ume period, Selier may	y terminate this Agreement which rig o terminate if such proof is unaccep	ht shall end once such proof
		either case, the er	arnest money shall be return	sea upon unic periou i ned to Biver	o terminate il such proof is unaccep	table. If Seller terminates in
	П				other property. See addendum 🔲 Ye	e No
	Sut	bject to Financing			broberti. Des accessions []	₩ <u> </u>
	X	Buyer's obligation	n to close is subject to fina	ncing as follows:		
	B.	Buyer's obligation	on to close is subject to E	Buyer obtaining a	SBA 504 Program loar	i of 90.000 % of the
		purchase price,	at an interest rate not to	exceed prevailed	% and amortized over a pe	riod of <u>20</u> years.
		as of the closing	i good lawn obligation to	seek and obtain finance	cing on these terms. If such financing ay terminate this Agreement in whi	ig is not available to Buyer
		shall be returned	to Buver.	gated to close and in	Y terminate this Agreement in whi	ion case the earnest money
	b.	Buyer to provide	e Seller with letter from b	ender showing that Br	yer has made application for loan s	specified in (a) and, subject
		to verification of	f information, is qualified	for the loan requested	i within 3 days from thin said time period, Seller may ten	n the Effective Date of the
		Agreement. If B	uyer fails to provide Selle	er with such letter wit	thin said time period, Seller may ter	rminate this Agreement and
	_	the earnest mone	y shall be returned to Buye	r. This right to termina	te ends once Buyer's letter is received	
	C.	Seller's licensee a	and Buyer's licensee.	recus its lender to cor	nmunicate the status of the Buyer's	loan application to Seller,
	đ.	After (b) is met	if the lender notifies B	uver that it is unable	or unwilling to provide said finan-	cing Ruver is obligated to
		provide Seller w	rith the written documentar	tion of the loan denia	l within two days of receipt. After n	notifying Seller. Buyer shall
		have 3	days to provide Seller	with a letter from an	other lender showing that Buyer has	s made application for loan
		specified in (a)	and, subject to verification	n of information, is q	ualified for the loan requested. If B	uyer fails to provide Seiler
		Buver This right	to terminate ends once Bu	Seller may terminate	this Agreement and the earnest r	noney shall be returned to
	e.		pay no more than 0		s to pay up to \$ 0	toward Buyer's
	_	actual pre-paids,	points and/or closing costs,	, but no more than allo	wable by Buyer's lender.	
	f.	Buyer's ability to	obtain financing is X	is not subject to the sai	e of another property. See addendum	Yes No.
	g.	proof of funds	ose to pay cash instead of	t obtaining financing.	If so, Buyer shall notify Seller in to financing, and Seller's right to	writing including providing
		provisions of this	s paragraph shall be void ar	no tonger de suoject id Seller's obligations r	oursuant to 14e shall remain in full for	re and effect
				_		
15.	BK	OKERAGE DISC no	,		have been advised of the following	g relationships:
			censee	() of	Agency	MLS ID
is a	П		Buyer Agent Disc Du			MITS ID
	لـا	Scott			RE/MAX Shoreline	(2951)
			censee	MLS ID	Agency	MLS ID
is a	X		Buyer Agent Disc Du		tion Broker	14170 113
If the	118 ti	ransaction involve	es Disclosed Dual Agenc	y, the Buyer and Sell	er acknowledge the limited fiducia	ry duties of the agents and
		Consent to this at Consent Agreem		the Buyer and Seller	acknowledge prior receipt and sig	gning of a Disclosed Dual
വു	шсу	Consent Agreem	CHt.			
16.	DEI	FAULT/RETURN	I OF EARNEST MONE	Y: Buyer's failure to	fulfill any of Buyer's obligations h	ereunder shall constitute a
defa	ault	and Seller may	employ all legal and equ	iitable remedies, incl	uding without limitation, terminati	on of this Agreement and
forf	èitui	re by Buyer of th	e earnest money. Seller's	failure to fulfill any	of Seller's obligations hereunder sh	all constitute a default and
Buy	er n	nay employ all le	gal and equitable remedia	es, including without	limitation, termination of this Agre	ement and return to Buyer
of t	he e	arnest money. Ag	gency acting as escrow as	gent has the option to	require written releases from both	parties prior to disbursing
ine	earn nt A	test money to eath	er Buyer or Seller. In the	e event that the Agenc	y is made a party to any lawsuit by	virtue of acting as escrow
		agency snan be e ng party.	numed to recover reasons	iote attorney's tees ar	d costs which shall be assessed as	court costs in favor of the
Ďτο.	valii	ng party.		•		
17.	ME	DIATION: Earne	st money or other dispute	es within the jurisdicti	onal limit of small claims court wil	ll be handled in that forum.
All	othe	er disputes or clain	ns arising out of or relatin	ng to this Agreement of	or the property addressed in this Agr	eement (other than requests
for	injw	nctive relief) shal	l be submitted to mediation	on in accordance with	a generally accepted mediation prac-	tices. Buyer and Seller are
bou	nd to	o mediate in good	I faith and to each pay hal	f of the mediation fee:	s. If a party fails to submit a dispute	or claim to mediation prior
to i	nitia	iting litigation (of	ther than requests for inju	unctive relief), then t	hat party will be liable for the other	er party's legal fees in any
ub	sequ	ent litigation rega	arding that same matter in	which the party who	failed to first submit the dispute or	
that	tsub	sequent litigation	n. This clause shall survi	ive the closing of the	transaction.	
		Page 3 of 5	Busines(a) Initials		Seller(s) Initials HG	
		referons	Buyer(s) Initials		Serier(s) unitials	

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein.	This Agreement
completely expresses the obligations of the newline and any and a second	ring waterment
completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.	

- '9. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.
- 20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.
- 21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does and contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.
- 22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and withdrawals of counteroffers will be effective upon communication, verbally or in writing.
- 23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.
- 24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction uyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: timing	Lead Paint - X Yes No;	Other - X Yes No	Explain: environmental study, inspection and closing
The Property Disc	losure Form is not an addendu	ım and not part of this A	greement.

26. OTHER CONDITIONS: see addendum

27. GENERAL PROVISIONS:

- a: A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

Page 4 of 5	Buyer(s) Initials	Seller(s) Initials	45	
	Produced with Lone Wolf Transactions (apForm Edition) 717 N Hal	wood St, Sulte 2200, Dallas, TX 75201	www.lwolf.com	Talsey J11

28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service. withig address is 460 Mountfort Road, North Yarmouth, ME 04097 1/12/2023 BUYER Robert G. Talsey or assigns DATE BUYER DATE BUYER DATE BUYER DATE Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement. Seller's Mailing address is SELLER DATE SELLER DATE SELLER DATE **COUNTER-OFFER** Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions: ì The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \square AM \square PM. SELLER DATE SELLER DATE ELLER DATE **SELLER** DATE The Buyer hereby accepts the counter offer set forth above. BUYER DATE BUYER DATE BUYER DATE BUYER DATE **EXTENSION** The closing date of this Agreement is extended until DATE **SELLER** DATE **SELLER** DATE **SELLER** DATE SELLER DATE BUYER DATE



BUYER



BUYER

BUYER



DATE

DATE

DATE

ADDENDUM 1	TO AGREEMENT
------------	--------------

	nicle,
(hereinafte (hereinafte ME 04097 o obtain the North Yarmouth's Plant neral contracting and inventory, vel	r "Buyer") ning
(hereinafte ME 04097 obtain the North Yarmouth's Plant neral contracting and inventory, vel	r "Buyer") ning
ME 04097 o obtain the North Yarmouth's Planteral contracting and inventory, vel	ning hicle,
ME 04097 o obtain the North Yarmouth's Planteral contracting and inventory, vel	ning hicle,
neral contracting and inventory, vel	nicle,
-	•
-	•
•	e NY
cumentation of said Planning Board ions 1	and
er professional advice as necessary in	connection
ZIIIa Xalstine	- 1/12/19
ller D	ate
lda M. Gladstone	
iler D	ate

ller D	ate
ller D	ate
ì	

Maine Association of REALTORS®/Copyright © 2022. All Rights Reserved. Revised 2020.



Fax; (287)773-2525



Assured Solar Energy Sketch Plan Review Pre Application Narrative Draft 1-27-2023

Background

My name is Rob Taisey, my wife Leslie and I purchased our lot at 460 Mountfort Road in 1983. At that time Mountfort road was dirt and there were no power lines to our lot. We cleared the land ourselves and built our own driveway and paid CMP to extend the power lines to our lot. Rob's work as a field service engineer for Combustion Engineering in the nuclear industry involved long term, out of state travel to nuclear power plants. During this time, Leslie acted as the general contractor/ project manager to coordinate the construction of our passive solar, post and beam home. We moved into our house in 1984 and raised our daughter Allison who was born in 1985. We have been operating a general contracting business operating out of 460 Mountford Rd, North Yarmouth since 1998 when we started Stump & Grind, a stump chipping service. Rob had been involved in solar energy since the late 1970's working for David Sleeper's Brook Farm labs in Falmouth. We started doing business as Assured Solar Energy (ASE) in 2006 with the tagline "Energy as Sure as Sunrise". The solar business is often called the "Solar Coaster" because of rapid changes in both technology, prices and policy over the years as the industry has grown. We continued to operate both Assured Solar and Stump & Grind until 2015, when we sold Stump & Grind to one of our employees.

Assured Solar Energy designs and installs custom solar photovoltaic (PV) systems. We serve residential, commercial, and agricultural customers generally within an hour travel time from North Yarmouth, although occasionally we travel farther for specialized off grid jobs on islands such as Seguin Island Light and Wood Island Life Saving station in Kittery and Eagle Island State park in Casco Bay. We specialize in systems that are grid-tied, grid tied with battery back-up as well as off-grid PV systems.

Additional services we provide include installing: electric vehicle chargers; energy management systems; and standby generators. We do have deliveries of supplies which we presently store either outside or in shipping containers. We do some assembly of components prior to delivery to job sites. This can include pre-building, and partial assembly of electrical panels and backer boards as well as racking.

Due to the rising cost of electric energy from the utilities as well as more stable, predictable policy at the Federal and State level, our business has grown to the point where we need to expand. We made a full price offer on another property which had come onto the market in Freeport but we were not able to get it under contract. When 111 Mountfort road became available it seemed like a good match for our needs so we were prepared to make an offer immediately. As part of our purchase and sale agreement we are renting the spaces so that we can upgrade systems, clean up and prepare the spaces while we go through the Planning



Board and SBA Loan approval process. We plan to move the bulk of our operations there as soon as we receive planning board approval.

We currently employ electricians, intallers, customer service representatives, sales and administrative personnel. Our normal hours of operation are Monday through Thursday 7am-5pm. Occasionally we work outside of those hours in special circumstances.

The property at 111 Mountfort Road includes 4 existing structures:

- 1. 4 Bay garage 48x24 (1,152 sq ft) on slab.
- 2. 61x48 (2,928 sq ft) clear span metal building on slab.
- 3. 1890 sq ft mobile home with additions on frost wall.
- 4. Small 1 bay 16 x 24 (~384 sq ft) open garage on slab.

All of the existing buildings are set back more than 500' from Mountfort Road with existing trees and an off-set driveway providing effective screening from the road.

Our uses will be consistent with those of prior owner Lionell Gladstone, who built the existing buildings and used them for his business: equipment & vehicle maintenance, metal fabrication, and construction.

The 111 Mountfort Road property will be used as our primary base of operations. Activities would include:

- 1. Company, employee, resident's and customer's vehicles and equipment entering, exiting and parking.
- 2. Driveway plowing and maintenance. We have no immediate plans for paving.
- 3. Storage of machinery, implements and attachments for construction equipment.
- 4. Company and employee vehicle maintenance, including refueling.
- 5. Delivery, shipping, and transport of materials.
- 6. Placement of land sea containers for storage of company and owner's tools and equipment.
- 7. Loading, unloading and storage of materials.
- 8. Metalworking, woodworking.
- 9. Storage and maintenance for personal boats and trailers.
- 10. Occasional open house or demonstrations for customers.
- 11. Employee training.
- 12. Electric vehicle charging.
- 13. Vehicle storage.
- 14. Office space in support of ASE general contracting business.
- 15. Residential rental consistent with State and local land use ordinances.
- 16. Other uses consistent with residential and general contracting business and other permitted uses within the FF zone.

Our goal for the property is to establish office spaces and warehouses for storage of supplies and equipment from the existing buildings. Existing buildings will be remodeled appropriately.



based on need. Per our discussion with Kate Burch and Ben Scipione, the above proposed uses are allowed within the FF Zone with SPR. The property as presently configured has the potential for a 2 family and Accessory Dwelling Unit.

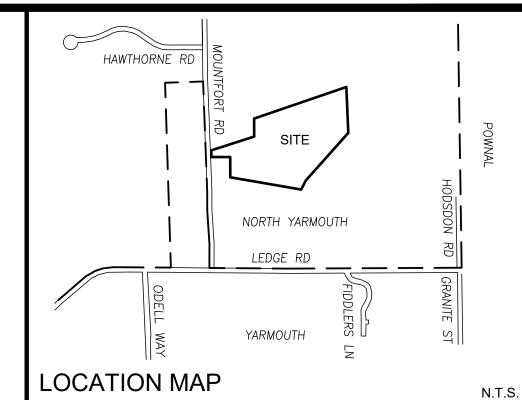
A preliminary sketch plan is attached. We will be clearing some trees to build on existing clearings and improve access (both solar and physical). We have no plans to pave any of the driveway.

We do expect to convert some of the residential space to office space, while maintaining a residential component. We may need to build additional office space in the future. We plan to upgrade heating systems to heat pumps and have some back-up heat from wood, oil and propane stoves. We expect to install solar PV on the Shop and possibly the 4 bay garage as well as a ground mounted solar array to cover our usage, after a year or so of occupancy. We will apply for separate permits for those items at that time.

Sincerely,

Rob Taisey President





PLAN REFERENCES

- 1. "STANDARD BOUNDARY SURVEY ON MOUNTFORT ROAD NORTH YARMOUTH, MAINE FOR LIONEL GLADSTONE MAY 1991 WAYNE T. WOOD &
- 2. "STANDARD BOUNDARY SURVEY PROPERTY PLAN OF LOT DIVISION MOUNTFORT ROAD NO. YARMOUTH, MAINE MADE FOR LIONEL E. GLADSTONE NOVEMBER 3, 1999 JOHN D. PALMITER, PLS 1057" RECORDED IN PLAN BOOK 199, PAGE 515.
- 3. "SKETCH PLAN ON MOUNTFORT ROAD NORTH YARMOUTH, MAINE FOR JAMES CONRAD AUGUST 2, 2006 OWEN HASKELL, INC." OHI JOB #2006-156NY.
- 4. "BOUNDARY SURVEY AT 550 LEDGE ROAD, YARMOUTH, MAINE MADE FOR RECORD OWNER DAVID GERMOND JUNE 23, 2021 OWEN HASKELL, INC. JOB NO. 2021-092 NY.
- 5. "AMENDED RECORDING PLAT WETMORE SUBDIVISION 500 ROYAL ROAD, NORTH YARMOUTH, MAINE MADE FOR RECORD OWNER JOSHUA T. & LAURA WETMORE FEBRUARY 24, 2020 OWEN HASKELL, INC. JOB NO. 2012-094 NY" RECORDED IN PLAN BOOK 220, PAGE 105.
- 6. "LOT DIVISION ON ROYAL ROAD, NORTH YARMOUTH, MAINE FOR DOUG HABERBOSCH 6-15-89 DELTEA ENGINEERING, INC." RECORDED IN PLAN BOOK 180, PAGE 33.
- 7. "STANDARD BOUNDARY SURVEY PROPERTY PLAN OF LOT DIVISION 141 MOUNTFORT ROAD - NO. YARMOUTH, ME MADE FOR RECORD OWNER JESSICA FESTINO JANUARY 27, 2006 JOHN D. PALMITER, PLS 1057" RECORDED IN PLAN BOOK 206, PAGE 77.
- 8. "STANDARD BOUNDARY SURVEY PLAN OF PROPERTY OF CARL A. WINGREN LEDGE ROAD, NORTH YARMOUTH, MAINE FOR JOSEPH DELOIS 9-22-86 MICHAEL OWEN HASKELL ASSOCIATES" RECORDED IN PLAN BOOK 158, PAGE 9.
- 9. "FINAL SUBDIVISION SURVEY PLAN OF PROPERTY OF JOSEPH DELOIS LEDGE ROAD, NORTH YARMOUTH, MAINE FOR JOSEPH DELOIS 9-29-86 MICHAEL OWEN HASKELL ASSOCIATES" RECORDED IN PLAN BOOK 163,
- NOTE: PLAN REFERENCES 8 AND 9 HAVE BEEN CORRECTED AND SUPERCEDED BY PLAN REFERENCE 4.

GENERAL NOTES

OWNER OF RECORD: HILDA GLADSTONE 111 MOUNTFORT ROAD, NORTH YARMOUTH, MAINE TAX MAP 3 LOT 91 C.C.R.D. BOOK 39344 PAGE 277

2. BEARINGS ARE BASED ON STATE PLANE COORDINATE SYSTEM, MAINE WEST ZONE, NAD83 PER GPS OBSERVATION.

3. THIS PLAN IS COMPILED FROM THE REFERENCED PLANS AND IS NOT THE RESULT OF A COMPLETE FIELD SURVEY OF THIS PROPERTY BY THIS FIRM. IN PIECING THE PLANS TOGETHER, MATHEMATICALLY, THERE IS LESS THAN A ONE FOOT GAP IN THE CLOSURE OF THE PERIMETER.

- 4. BOUNDARY AGREEMENT RECOMMENDED WITH GERMOND.
- 5. OTHERS MAY HAVE RIGHTS IN OLD ROADS THAT CROSS PROPERTY.

Compiled Plan

111 Mountfort Road North Yarmouth, Maine Made for

Robert Taisey North Yarmouth, Maine



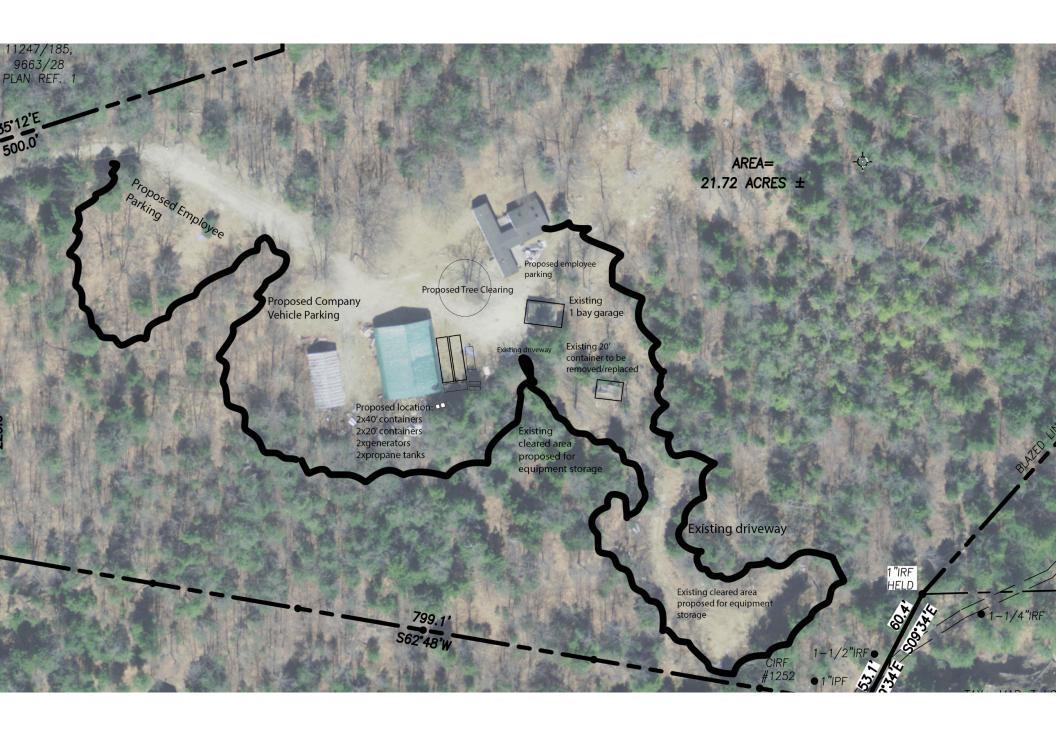
OWEN HASKELL, INC.

PROFESSIONAL LAND SURVEYORS
390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: JLW DATE: JAN. 23, 2023 JOB NO. 2023-NY CHECKED BY: JCS SCALE: 1" = 80'

LEGEND

IRON PIPE OR ROD FOUND MONUMENT FOUND IPF/IRF IRON PIPE OR ROD FOUND N/F NOW OR FORMERLY 000/000 DEED BOOK / PAGE



Hazardous Materials List	Units
Tri-Built High Performance Elastomeric Sealant	TS
Chem Link M-1 Universal Adhesive& Sealant	TS
Dem-Kote Enamel Finish	TS
Str-Lube STA-PLEX Premium Red Grease	TS
Str-Lube General Purpose Lithium Grease	TS
Dow Great Stuff Insulating Foam Sealant	TS
Pettit EasyPoxy	TS
Sea Hawk Epoxy F1	TS
Rectorseal Pipe Thread Sealant	TS
4-Cycle Engineered Fuel	TS
Mac's 1216 Premium Starter Fluid	TS
Diesel Exhaust Fluid	TS
Transmission Fluid	TS
Rust-Oleum Rust Reformer	TS
Rust-Oleum Self Etching Primer	TS
Pettit Brushing Thinner	TS
Loctite Construction Adhesive	TS
Sudbury Bilge Cleaner	TS
Amsdil Marine Engine Oil	TS
NAPA Chainsaw Bar&Chain Oil	TS
Moeller Clear Coat Board& Stern Drive	TS
Prime Guard RV&Marine Anti-Freeze	TS
EasyCare Paint&Primer	TS
Grease	30 gl, 1gal jugs
Hydraulic Oil	5gal, 1gal jugs
Diesel	500gal, in tanks
Other Consumer Grade materials	TS

+

Assured Solar Vehicles and Equipment as of 1-31-2023

Additional Vehicles & Equpment likely as buisness grows

Comany Vehicles:

Chevrolet BOLT EUV 2022

Ford F450 2022 with Switch & Go

Ford E350 Box Truck 2021

Ford F250 Crew Cab 2018

Mercedes Sprinter 2015

Ford F150 2009

Volvo XC 70 2002

Ford B600 Box Truck

Chevy 3500 box truck

Other Business Vehicles as needed

Employee Vehicles as needed

Trailers

Iron Bull Dump Trailer

Nova Tilt Bed Trailer

Red utility Trailer

Blue 2 Axle Trailer Stake pocket

Triaxel Flatbed Trailer

Switch & Go Bodies

Other attachements and bodies as needed

Storage:

Land and Sea Containers:

2-40' High Cube

2-20' Standard

Additional as needed

Inside / Shop Equipment

Welding Equipment

Oxy-Acetelne torches

Plasma cutter

Woodworking Equipment

Machine Shop Equipment

Radial Drill Press

Milling Machine

Lathe

100 kW Generator

Other Generators

Diesel Fuel Pump

Air Compressors

Air powered grease pump

Pipe & Conduit Bending equipment

Personal Boats

1964 38' Chris Craft Commander

22' Pearson Ensign

19' Grady White Trailer

15' Boston Whaler + Trailer

Wooden Skiff & inflatables

