

**Town of Belgrade
Planning Board**
Mar. 17, 2022 / 6 p.m.

Belgrade Town Office
990 Augusta Road
Belgrade, ME 04917

This meeting will be conducted in person.
The public may also view the meeting and participate online at
<https://us02web.zoom.us/j/83033101494>

A G E N D A

Call to order

1. OLD BUSINESS

- A.** Discussion and consideration of **Commercial Development Review Ordinance amendments** addressing commercial solar and wind facilities, and telecommunications towers.

2. NEW BUSINESS

- A. SHORELAND ZONING APPLICATION** – Applicant: John Schlosser.
Location: 90 Pine Beach Rd. Map 42 Lot 15. Purpose: Install new septic system on a non-conforming lot.

3. OLD BUSINESS

- A.** Consideration of March 3, 2022, Planning Board **minutes**.

4. ADJOURN

MEMORANDUM

To: Members of the Belgrade Planning Board

CC: Anthony Wilson, Town Mgr.; Richard Greenbaum, CEO; Steve Buchsbaum, Mary Vogel, Town Clerk

From: George Seel

RE: Questions raised regarding Net Metering at March 3rd meeting

As agreed at our last meeting, I've researched additional information on Maine's net metering program administered by the Maine Public Utilities Commission (PUC). My information sources include the PUC website and their applicable regulations, and CMP's website on net metering.

1. Can a Residential or Other Solar Energy System Make a Profit by Means of Net Metering?

The short answer is NO. Here are a few excerpts from CMP's net metering website and more specifically a document entitled "Frequently Asked Net Energy Billing Questions" regarding this subject. The full document can be seen by clicking on the link at the top of the following page.

7. Will CMP pay me for excess kWh generated by my renewable generator¹ under any of these agreements? No. CMP does not pay for excess energy produced from a customer's generator. Customers are allowed to bank unused credits for up to a rolling 12 month period.

8. Will I lose the banked kWh or dollars if I do not use them in a year? Yes, the CNEBA employs a rolling 12-month period for the bank regardless of credit type; i.e., kWh or bill credit.

Generated kWh will be applied against the kWh that you have drawn from the system during the billing cycle. This will reduce the amount of energy that you buy from your electric supplier and will reduce the delivery charges. If the kWh generation exceeds your usage over the monthly billing cycle, the unused kWh will be banked. Likewise, if

¹ The term "renewable generator" is used in this document to mean the manner in which electricity is produced and does not include fossil fuel powered generators (e.g., gasoline, diesel, natural gas or propane) that most of us are familiar with. It does include solar, wind, hydroelectric and biomass generation of electricity.

you sign a tariff rate agreement and receive a bill credit the calculated bill credits will be applied to your total bill. If the bill credit exceeds the total charges over the monthly bill cycle, then unused dollars will be banked.

Banked kWh or bill credits may be withdrawn from the bank and netted against usage in a subsequent billing cycle. The kWh or bill credits are withdrawn from the bank on a first in, first out basis. Any kWh or bill credits will remain in the bank on a rolling 12-month billing cycle basis. At the conclusion of each monthly billing cycle, CMP will remove from the bank any unused credits that have reached their 12-month expiration. For example, unused kWh or bill credits banked in June of 2019 must be used by June of 2020. If not, they will be eliminated, and removed from the bank.

https://www.cmpco.com/wps/wcm/connect/www.cmpco.com10190/f2f1f1fd-1dcb-41cf-bbc2-ca3e0d604ec8/NEB-FAQ-2020.pdf?MOD=AJPERES&CACHEID=ROOTWORKSPACE.Z18_31MEH4CON8JA30AVT8DPRB2026-f2f1f1fd-1dcb-41cf-bbc2-ca3e0d604ec8-m.K1jE

The above limits on net metering come from the Maine Public Utility Commission's (PUC) regulations – Chapter 313 Customer Net Energy Billing. CMP's document is an easier read, but here is a link to those rules if you wish to review.

<https://www.maine.gov/sos/cec/rules/65/407/407c313.docx>

2. Is there a limit on the electrical output of a solar energy facility can produce and qualify for net metering? Or put another way – how large a solar or other renewable energy facility can qualify for net metering?

This was not a specific question we discussed at our March 3rd meeting, but I came across this information in my research and thought it relevant to our discussions and felt I should share it.

Yes, there is. Both Maine PUC regulations (Chapter 313) and CMP's website specify that up to the generation of 5 MWAC may qualify for net metering. This is true not only for solar, but other renewable energy generating facilities (as defined by Maine law) that can participate in net metering such as wind, hydroelectric, biomass boilers that are fueled by wood or wood waste, landfill gas, anaerobic digestion of agricultural products and solid waste biomass boilers.

MWAC is a measure of electrical production or output and means Mega Watts as measured as Alternating Current – AC (vs. as direct current -DC). Solar facilities produce direct current (DC) electricity and then convert to AC before delivering to the distribution system using an inverter.

So how large output is 5MWAC? For perspective, you may recall KVCOG defined a “utility scale solar energy facility” in its model ordinance as 0.1 MWAC or greater output capacity. 5MWAC is 50 times larger name plate capacity solar or other renewable energy facility. A large capacity limit is apparently due to Maine law allowing commercial, institutional and industrial utility customers under some circumstances to qualify for net metering who generate renewable electric energy from hydroelectric (e.g. Town of Madison?, some paper and other mills, etc.), landfill gas fired generators (e.g. Norridgewock and Hampden landfills), anaerobic digestion of agricultural products (e.g. Agri-cycle/Stonyvale Farm in Exeter) and wood waste biomass boilers (e.g. at most paper mills).

To put 5MWAC in the context of land area, I found several online solar energy industry sources that use a rule of thumb of 4-7 acres of land is needed for a ground mounted solar facility and all its various components to produce 1MWAC. So, a 5MWAC solar facility may range from 20 to 35 acres in total area (note: not same as impervious area).

Larger generation capacity and size solar facilities potentially qualifying for net metering under Maine PUC rules complicates somewhat the issues we discussed at our last meeting. The take away for me is that it simply adds greater importance to clearly restricting any exclusion for net metering of ground mounted solar to residential uses only, and not include any commercial/industrial/non-residential.

More information can be found at this CMP webpage:

<https://www.cmpco.com/wps/portal/cmp/networksfooter/suppliersandpartners/servicesandresources/interconnection/netenergybilling/>

And in the eligibility section of PUC’s regulations on net metering-

<https://www.maine.gov/sos/cec/rules/65/407/407c313.docx>

In 2013 Revision Energy installed thirty-six, 255 watt panels on my South facing Barn roof. The goal was to provide 11,000 KWHs of energy annually to power heat pumps and light for our house. The cost was \$18,500. The annual energy savings of \$3000, varying with the price of heating oil and standard electrical rates, yielded a payback on investment of 6-8 years.

Net Metering is a fairly simple arrangement with CMP. Two meters are mounted on the side of the house. One records power generated in excess of current usage (out), and the other records power or usage in excess of generation by the solar panels (in). During the summer months, more power is generated than used and is accumulated in a power credit account with CMP. In the winter, that credit is used to supplement the reduced solar generated during the dark season. If the power in the credit account is not used within a 12 month period it is forfeited. No payments are made, there is no profit other than savings on the power required.

A copy of the Net Energy Billing Agreement is attached.

CUSTOMER NET ENERGY BILLING AGREEMENT
(Facilities of 660 Kilowatts or Less)

BETWEEN

CENTRAL MAINE POWER COMPANY

AND

ALEXANDER WALL

DATED

December 2, 2013

CENTRAL MAINE POWER COMPANY
CUSTOMER NET ENERGY BILLING AGREEMENT

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CENTRAL MAINE POWER COMPANY
CUSTOMER NET ENERGY BILLING AGREEMENT

Qualifying Facility of 660 KW or Less

Project Name: Alexander Wall

This AGREEMENT, entered into as of the 2nd day of December, 2013 is between Central Maine Power Company (the "Company"), a Maine corporation having its office and principal place of business in Augusta, Kennebec County, Maine, and Alexander Wall (the "Customer") located at 463 Manchester Road, Belgrade, Maine.

WHEREAS, Chapter 313 of the Rules and Regulations of the Maine Public Utilities Commission requires that transmission and distribution utilities engage in annualized net energy billing arrangement with customers who meet the qualification and use standards of Chapter 313; and

WHEREAS, the Customer has represented to the Company that it meets the qualification and use standards of Chapter 313 and has requested that the Company engage in annualized net energy billing with the Customer as described in Chapter 313;

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings under this Agreement:

"Billing Period" is the period of time (approximately thirty (30) days) between the recordings of metered energy delivered to and received from the Facility.

"Commission" is the Maine Public Utilities Commission established under Title 35-A of the Maine Revised Statutes or any succeeding state regulatory agency having jurisdiction over public utilities.

"Competitive Electricity Provider" is a marketer, broker, aggregator, or any other entity selling electricity to the public at retail in Maine.

"Credits" are the number of kilowatt-hours by which Out Energy has exceeded In Energy during any Billing Period.

"Excess Usage" is the quantity expressed in kilowatt-hours determined by subtracting Unused Credits from Net In Energy. If Unused Credits exceed Net In Energy, Excess Usage is equal to zero (0).

"Facility" is all of the Customer's generating plant and equipment, including the Customer's 7.65 kW photovoltaic generator located at 463 Manchester Road, Belgrade, Maine, as more fully identified in the Interconnection Agreement between the Company and the Customer.

"In Energy" is the kilowatt-hours delivered to the Facility from the Company's system as measured by the In Meter(s) during the Billing Period.

"In Meter(s)" are the metering equipment used to measure the kilowatt-hours that flow from the Company's system to the Facility (# 221-0054287-011) and the Customer's other account (# 221-0383879-001).

"Net Energy" is the difference between the kilowatt-hours delivered by the Company to the Customer and the kilowatt-hours delivered from the Facility to the Company over the same time period and determined as if measured by a single meter capable of registering the flow of electricity in two directions.

"Net Energy Billing" is a billing and metering practice under which the Customer is billed on the basis of Net Energy over a Billing Period taking into account accumulated Credits from previous Billing Periods.

"Net Out Energy" is the quantity expressed in kilowatt-hours determined by subtracting In Energy from Out Energy. If In Energy exceeds Out Energy, then Net Out Energy is zero (0).

"Net In Energy" is the quantity expressed in kilowatt-hours determined by subtracting Out Energy from In Energy. If Out Energy exceeds In Energy, then Net In Energy is zero (0).

"Out Energy" is the kilowatt-hours delivered to the Company's system from the Facility as measured by the Out Meter(s) during the Billing Period.

"Out Meter(s)" are the metering equipment used to measure the kilowatt-hours delivered from the Facility to the Company's system.

"Rules" are such Rules and Regulations promulgated by the Commission as shall be in effect from time to time. References in this Agreement to particular provisions of the Rules shall be construed to refer to analogous provisions of any succeeding set of Rules promulgated by the Commission, notwithstanding that such provisions may be designated differently.

"Standard Offer Provider" is a provider(s) of standard offer service chosen pursuant to Chapter 301 of the Rules.

"Unused Credits" are Credits that, in accordance with this Agreement, remained when Excess Usage was determined for any Billing Period. Unused Credits do not include any Credits that have been eliminated in accordance with the provisions of paragraph (C) of Article IV.

ARTICLE II: QUALIFICATIONS

It is the essence of this Agreement that the Facility: (i) use a renewable fuel or technology as specified in 35-A M.R.S.A. § 3210(2) (C), (ii) have an installed capacity of 660 kW or less, (iii) be located on or in the vicinity of the Customer's premises and (iv) be used primarily to offset part or all of the Customer's own electricity requirements.

Customer agrees that it shall at all times during the term of this Agreement meet the qualifications set forth in the preceding paragraph.

ARTICLE III: TERM

The term of this Agreement shall commence on December 2, 2013 and shall continue on a month-to-month basis unless terminated pursuant to the terms hereof.

ARTICLE IV: NET ENERGY BILLING

The following methodology will be utilized by the Company in determining Customer's payment obligations for (i) transmission and distribution service provided by the Company and (ii) electric generation service provided by either the Standard Offer Provider or the Customer's Competitive Electricity Provider. If the Customer's Competitive Electricity Provider provides the Customer with a separate bill for generation service, the Company shall not in any way be responsible for computing the charges or performing any netting for this separate generation service bill.

A. Excess Generation

If during a Billing Period, Net Out Energy is greater than zero (0), then for the Facility at the conclusion of that Billing Period: (i) Net In Energy (i.e., kilowatt-hour usage) will equal zero (0) and (ii) Unused Credits are increased by the value of Credits, determined for that Billing Period, and that increased value, in accordance with paragraph (C) Unused Credits of this Article IV, will remain for possible future application.

B. Excess Usage

If during a Billing Period, Net In Energy is greater than zero (0), then Excess Usage for that Billing Period will be calculated. If Excess Usage is greater than zero (0), then for the Facility at the conclusion of that Billing Period: (i) kilowatt-hour usage will equal the value of Excess Usage and (ii) Unused Credits are equal to zero (0). If Excess Usage is equal to zero (0), then for the Facility at the conclusion of that Billing Period: (i) kilowatt-hour usage is equal to zero (0) and (ii) Unused Credits are reduced by the value of Net In Energy, determined for that Billing Period, and that reduced value, in accordance with paragraph (C) Unused Credits of this Article IV, will remain for possible future application.

C. Unused Credits

At the end of each 12-month period, after the Credits have been considered in accordance with Paragraph (A) Excess Generation and Paragraph (B) Excess Usage, any unused kilowatt-hour Credits associated with the oldest month in the 12-month period will be eliminated and will not be applied against any kilowatt-hour usage. The Customer will receive no compensation for these unused and eliminated kilowatt-hour Credits.

D. Charges

Net Energy Billing only applies to kilowatt-hour usage charges. Any other charges that are applicable to the Customer and that are recovered by the Company other than through kilowatt-hour usage charges will be collected by the Company and are the responsibility of the Customer. For example, the Customer is responsible for all other charges, which are applicable and recovered by the Company either through fixed amounts or units other than kilowatt-hours.

ARTICLE V: INTERCONNECTED OPERATION

This Agreement governs solely the terms and conditions under which the Company will engage in net energy billing with the Customers. It **does not** authorize the Customers to interconnect the Facility with the Company's electric system. The terms and conditions of interconnected operation shall be set forth in a separate Interconnection Agreement between the Customers and the Company. The Customers **may not operate** the Facility in parallel with the Company's system until the Company provides you with written notification specifically stating that all of the requirements for interconnection have been satisfied.

ARTICLE VI: METERING

The Company will install metering equipment as necessary 1) to accomplish the billing as described in Article IV: Net Energy Billing of this Agreement and 2) to collect the applicable State of Maine sales tax on the In Energy. The Customer will bear the cost of metering equipment that would be necessary but for Customer's generating equipment. The Company will bear the additional cost of metering equipment to separately record In Energy and Out Energy. The Company will own, maintain, and read the metering equipment.

If the Out Meters are not at the same voltage as the Point of Delivery, the metered energy quantities shall be adjusted to the delivery voltage as provided in the Terms and Conditions § 12.8 of the Company's Electric Rate Schedule, as may be amended from time to time, filed with and accepted by the Commission.

ARTICLE VII: ACCESS

The Customer shall permit representatives of the Company to access the Facility at all reasonable times.

ARTICLE VIII: BILLING ADJUSTMENTS

In the event that billing adjustments are required as the result of meter inaccuracies or any other error, the Company and the Customer will work together to correct the billing.

ARTICLE IX: GOVERNMENTAL AUTHORIZATIONS

The Customer shall obtain all governmental authorizations and permits required for operation of the Facility and shall maintain all required governmental authorizations and permits required for the Facility during the term hereof. The Customer shall provide copies of any such authorizations, permits and licenses to the Company upon request.

ARTICLE X: ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred by either party without the written consent of the nonassigning party, which consent shall not be unreasonably withheld. All assignees, pledgees or transferees shall assume all obligations of the party assigning the Agreement. If this Agreement is assigned without the written consent of the nonassigning party, the nonassigning party may terminate the Agreement.

If the Customer is a closely-held corporation, then for the purposes of this Article a sale of all or substantially all of the voting securities of the Customer to a third party shall be deemed an assignment of this Agreement.

If this Agreement is assigned from the Customer to another party, by virtue of any insolvency proceeding, then the assignee, within 90 days of assumption of this Agreement, shall reimburse the Company for all reasonable expenses incurred by the Company in conjunction with such insolvency proceeding.

The Company and the Customer agree that in determining whether any withholding of consent to an assignment shall be reasonable, it shall be understood that it is of the essence of this Agreement that (i) the Customer deliver its energy from the Facility as defined herein, (ii) the assignee be a transmission and distribution customer of the Company, and (iii) the assignee shall have entered into a valid Interconnection Agreement with the Company. For that reason, the Company may reasonably refuse to consent to any assignment of this Agreement that would result in a change either in the type or the location of the Facility contemplated in this Agreement.

ARTICLE XI: BREACH; TERMINATION

In the event of breach of any terms or conditions of this Agreement, if the breach has not been remedied within 30 days following receipt of written notice thereof from the other party or in the event of any proceedings by or against either party in bankruptcy, insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors, the other party may terminate this Agreement.

Either party may terminate this Agreement at any time by providing the other party with sixty (60) days prior written notice.

If the Customer increases the capability or the capacity of the Facility to exceed 660 kW, this Agreement shall immediately terminate. The Company shall not be liable to the Customer for damages resulting from a termination pursuant to this paragraph.

If the Customer's generating equipment produces zero (0) kilowatt-hours during any period of twelve (12) consecutive Billing Periods, the Company may terminate this Agreement.

ARTICLE XII: WAIVER

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XIII: MODIFICATION

No modification to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

ARTICLE XIV: APPLICABLE LAWS

This Agreement is made in accordance with the laws of the State of Maine and shall be construed and interpreted in accordance with the laws of Maine, notwithstanding any choice of law or rules that may direct the application of the laws of another jurisdiction.

ARTICLE XV: INTEGRATION

The terms and provisions contained in this Agreement between the Customer and the Company constitute the entire Agreement between the Customer and the Company and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and the Company with respect to the Facility and this Agreement.

J.SCHLOSSER1@comcast.net

Maine Dept. Health & Human Services
Div. Environmental Health, HHS/ES
2001 State St. FAX: 207-287-1172

PROPERTY LOCATION

>> CAUTION: LPI APPROVAL REQUIRED <<

City, Town or Plantation: **BELGRADE**
Street or Road: **90 PINE BEACH ROAD**
Subdivision, Lot #: _____

Town/City: **BELGRADE** Permit #: **22-002**
Date Permit Issued: **2/23/22** Fee: \$ **165-** Double Fee Charged:
LPI #: **0000**

OWNER/APPLICANT INFORMATION

Name (last, first, MI): **SCHLOSSER, JOHN**
Mailing Address: **1905 BAY ROAD**
Owner/Applicant: **VERO BEACH, FL 32963**
Daytime Tel #: **207-242-9910**

Local Plumbing Inspector Signature: *John Schlosser*
Fee: \$ **165-** state min fee \$ _____ Locally adopted fee _____
Copy: Owner Town State
Municipal Tax Map #: **42** Lot #: **15**

OWNER OR APPLICANT STATEMENT

I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and the local Plumbing Inspector to deny a Permit.

CAUTION: INSPECTION REQUIRED

I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.

Signature of Owner or Applicant: *John Schlosser*

Date: **2/23/2022**

Local Plumbing Inspector Signature: _____

Date: _____

PERMIT INFORMATION

TYPE OF APPLICATION

THIS APPLICATION REQUIRES

DISPOSAL SYSTEM COMPONENTS

- 1. First Time System
- 2. Replacement System
Type replaced: **BED**
Year installed: **?**
- 3. Expanded System
a. <25% Expansion
b. >25% Expansion
- 4. Experimental System
- 5. Seasonal Conversion

- 1. No Rule Variance
- 2. First Time System Variance
a. Local Plumbing Inspector Approval
b. State & Local Plumbing Inspector Approval
- 3. Replacement System Variance
a. Local Plumbing Inspector Approval
b. State & Local Plumbing Inspector Approval
- 4. Minimum Lot Size Variance
- 5. Seasonal Conversion Permit

- 1. Complete Non-engineered System
- 2. Primitive System (graywater & sit toilet)
- 3. Alternative Toilet, specify: _____
- 4. Non-engineered Treatment Tank (only)
- 5. Holding Tank _____ gallons
- 6. Non-engineered Disposal Field (only)
- 7. Separated Laundry System
- 8. Complete Engineered System (2000 gpd or more)
- 9. Engineered Treatment Tank (only)
- 10. Engineered Disposal Field (only)
- 11. Pre-treatment, specify: _____
- 12. Miscellaneous Components

SIZE OF PROPERTY

±0.5 SQ FT
ACRES

DISPOSAL SYSTEM TO SERVE

- 1. Single Family Dwelling Unit, No. of Bedrooms _____
- 2. Multiple Family Dwelling, No. of Units _____
- 3. Other _____ (specify)

TYPE OF WATER SUPPLY

- 1. Bored Well
- 2. Dug Well
- 3. Private

SHORELAND ZONING

- Yes
- No

Current Use: _____ Seasonal: _____ Year Round: _____ Undeveloped: _____

4. Public 5. Other: **SIPHON FROM LAKE**

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK

- 1. Concrete
- a. Regular
- b. Low Profile
- 2. Plastic
- 3. Other: _____
- CAPACITY: **1000 GAL**
- EXISTING**

DISPOSAL FIELD TYPE & SIZE

- 1. Stone Bed
- 2. Stone Trench
- 3. Proprietary Device
a. cluster array
- b. linear
- c. regular cap No H-20 cap
- 4. Other: **12' x 32'**
- 5. Size: **756** sq. ft. in ft.

GARBAGE DISPOSAL UNIT

- 1. No
- 2. Yes
- 3. Maybe
- If Yes or Maybe, specify one below:
a. multi-compartment tank
- b. _____ tanks in series
- c. increase in tank capacity
- d. Filter on Tank Outlet

DESIGN FLOW

270 gallons per day
BASED ON:
 1. Table 4A (dwelling units)
2. Table 4C (other facilities)
SHOW CALCULATIONS for other facilities

SOIL DATA & DESIGN CLASS

PROFILE: **5C**
CONDITION: _____
Observation Hole # **1**
Depth: **15'**
of Most Limiting Soil Factor

DISPOSAL FIELD SIZING

- 1. Medium--2.6 so. ft./gpd
- 2. Medium--Large 3.3 so. ft./gpd
- 3. Large--4.1 so. ft./gpd
- 4. Extra Large--5.0 so. ft./gpd

EFFLUENT EJECTOR PUMP

- 1. Not Required
- 2. May Be Required
- 3. Required
- Specify size for engineered systems: _____
- DOSE: _____ 29.0%

3. Section 4G (meter readings);
ATTACH WATER METER DATA

LATITUDE AND LONGITUDE

in center of disposal area:
Lat: **44° 32' 54" N**
Lon: **69° 49' 46" W**
7 gpd state margin of error

SITE EVALUATOR STATEMENT

I certify that on **1/28/22** (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (20.144 CMR 241).

Signature: *Vaughn L. Smith*
Site Evaluator Name Printed: **VAUGHN L. SMITH**

226 **2/4/22**
VAUGHN L. SMITH
441-3887 SOILTESTMAN@GMAIL.COM
276 Telephone Number E-mail Address
LICENSED SITE EVALUATOR

Note: Changes to or deviations from the design should be noted on this permit.

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Health & Human Services
 Division of Environmental Health
 (207) 287-5672 Fax: (207) 287-3165

Town, City, Plantation

Street, Road, Subdivision

Owner's Name

BELGRADE 90 PINE BEACH ROAD
 SITE PLAN Scale 1" = 30 ft. or as shown

JOHN SCHLOSSER

SITE LOCATION PLAN
 (map from Maine Atlas recommended)

HORSE POINT ROAD

PINE BEACH S. PINE
 * 0.2 MI. BEACH ROAD
 A SITE

SEE NEXT PAGE
 FOR SITE PLAN

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole #1 Test Pit Boring
 2" Depth of Organic Horizon Above Mineral Soil

Depth Below Mineral Soil Surface (inches)	Texture	Consistency	Color	Mottling
0-10	VERY COBBLY	FRAGILE	YELLOWISH BROWN	NONE
10-20	LOAMY SAND			
20-30			LIGHT YELLOWISH BROWN	FEW DISTINCT

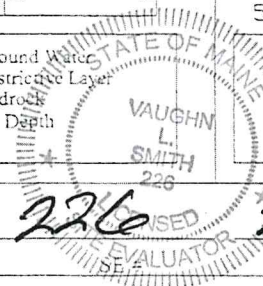
Observation Hole #2 Test Pit Boring
 1" Depth of Organic Horizon Above Mineral Soil

Depth Below Mineral Soil Surface (inches)	Texture	Consistency	Color	Mottling
0-50	SAME AS TP#1			

Soil Classification: 5C
 Slope: 2%
 Limiting Factor: 15"
 Ground Water
 Restrictive Layer
 Bedrock
 Pit Depth

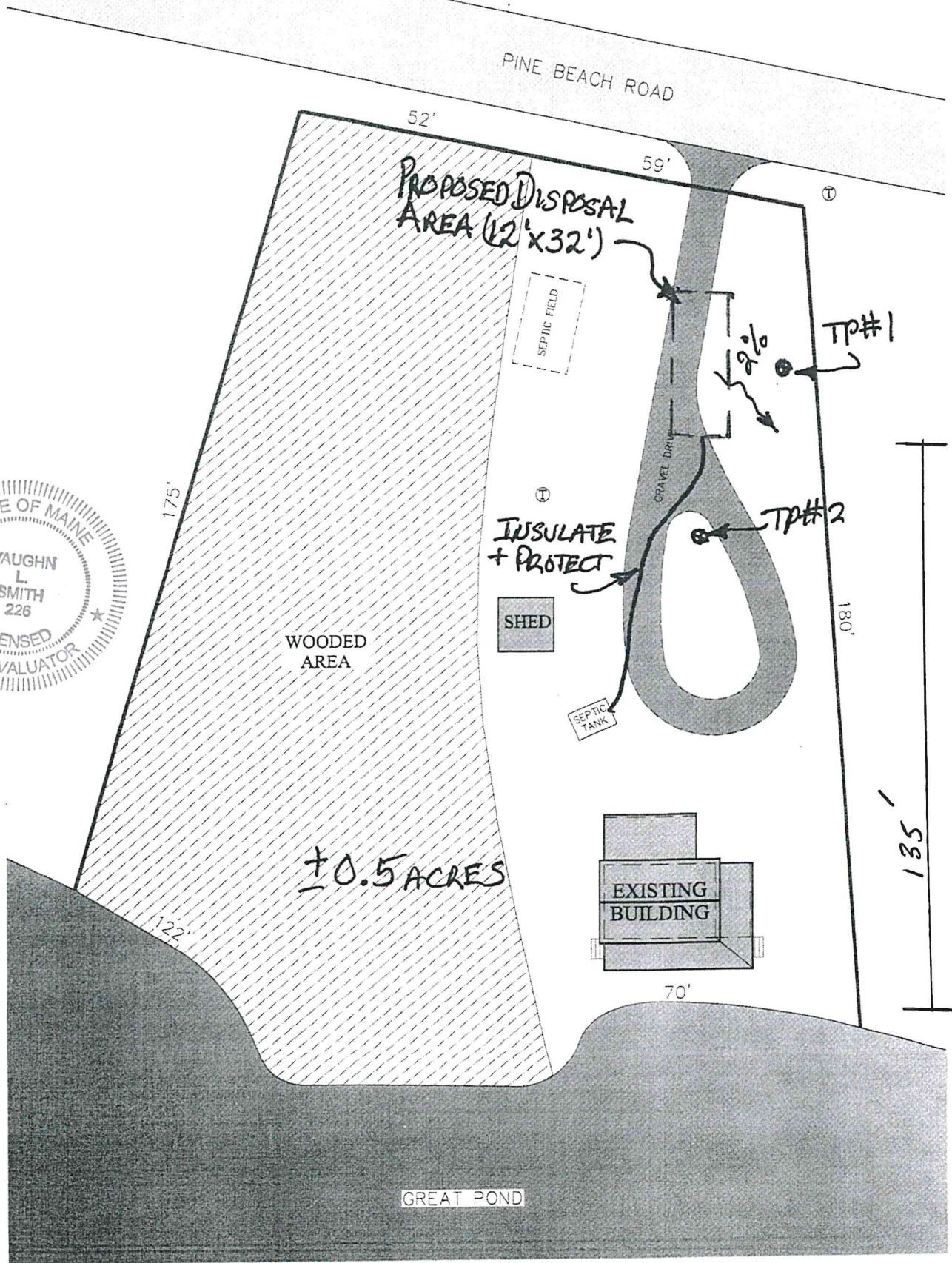
Soil Classification: 5C
 Slope: 2%
 Limiting Factor: 17"
 Ground Water
 Restrictive Layer
 Bedrock
 Pit Depth

Vaughn L. Smith
 Site Evaluator Signature



226 2/4/22
 Date

SCALE: 1" = 30 FEET



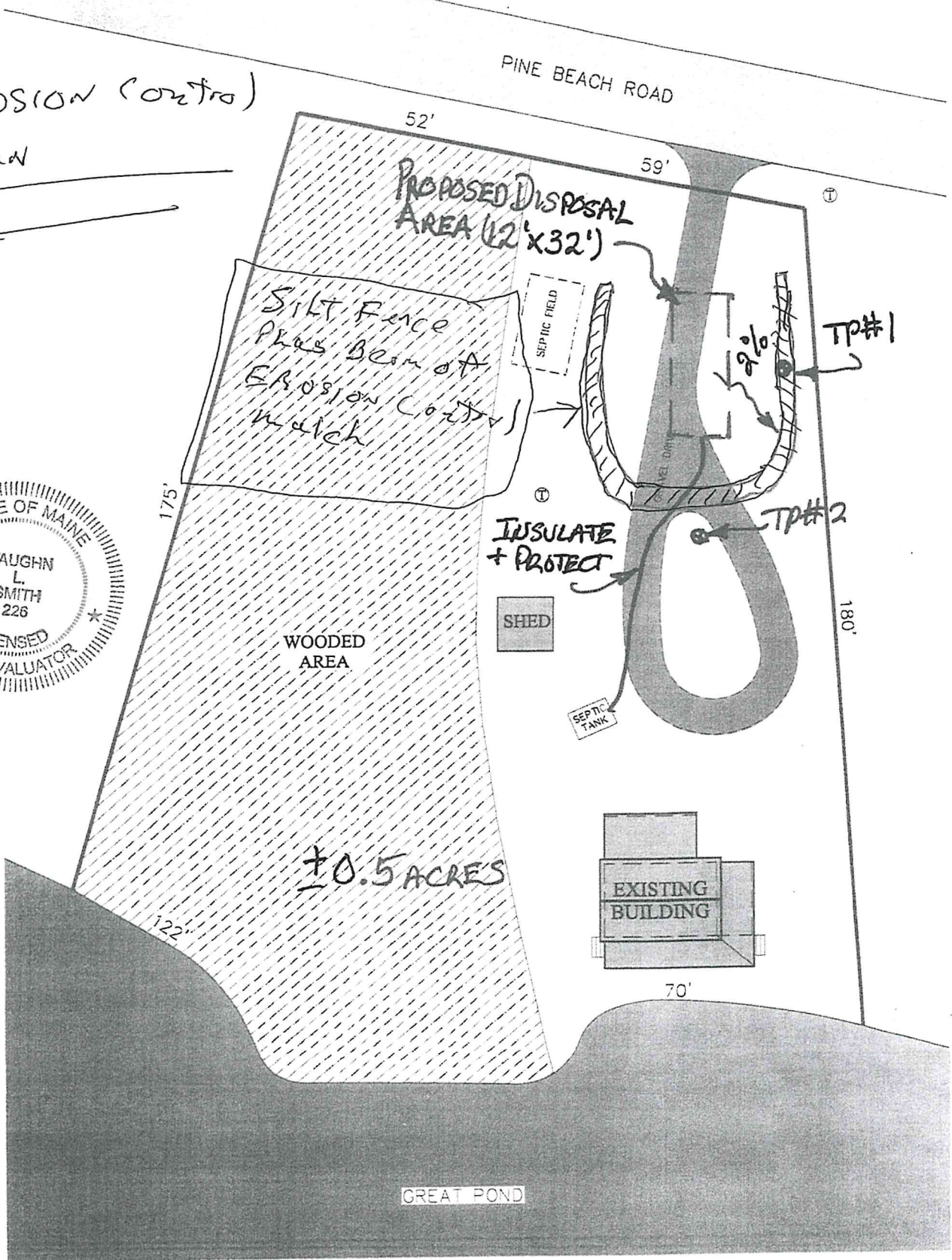
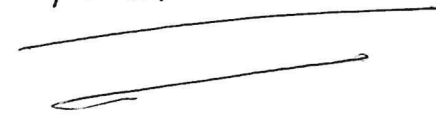
± 0.5 ACRES

GREAT POND

John Schlosser

90 PINE BEACH Rd SCALE: 1" = 30 FEET

EROSION CONTROL
PLAN



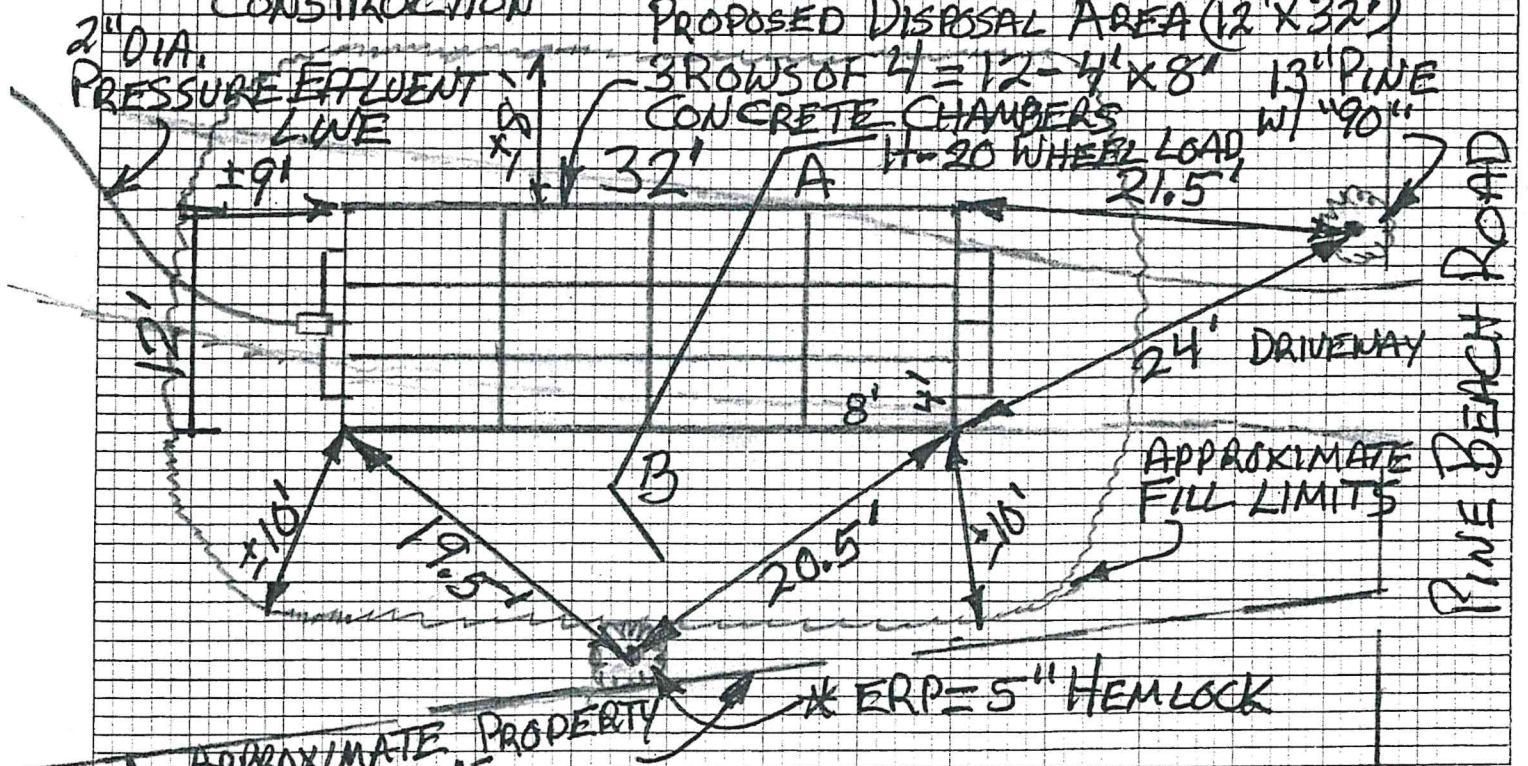
SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering
(207) 287-5672 FAX (207) 287-4172

Town, City, Plantation: **BELGRADE** Street, Road, Subdivision: **90 PINE BEACH ROAD** Owner's Name: **JOHN SCHLOSSER**

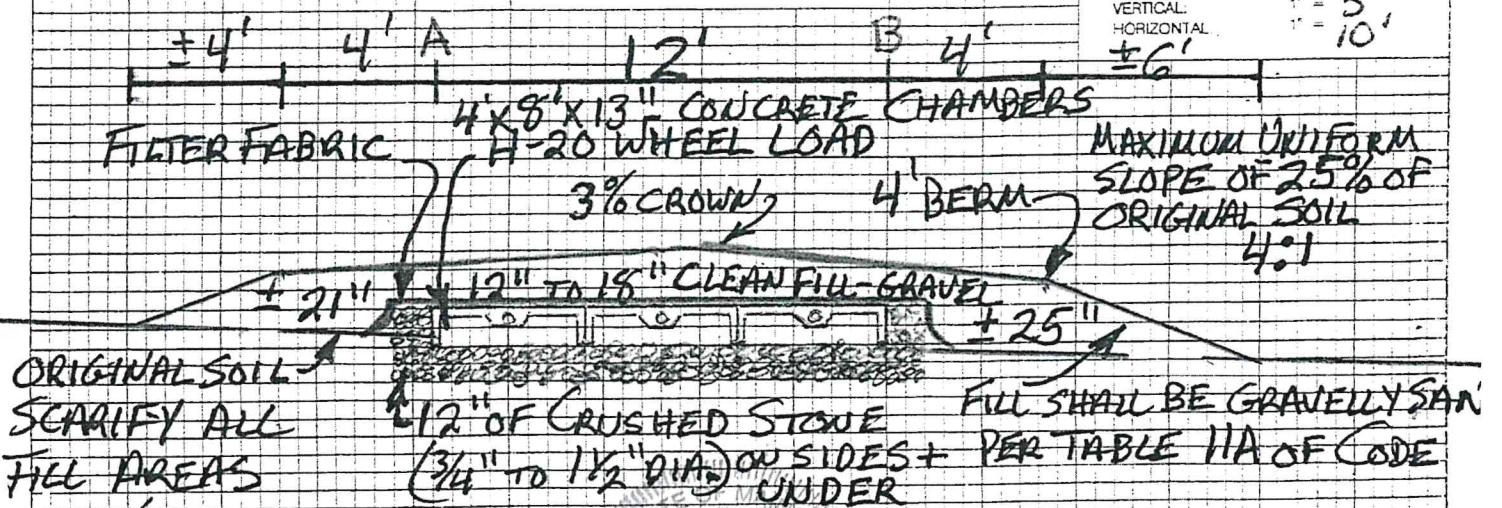
NOTE: SUBSURFACE WASTEWATER DISPOSAL PLAN SCALE 1" = 10 FT.

CONFIRM ALL TIES, ELEVATIONS + PROPERTY LINES PRIOR TO CONSTRUCTION



FILL REQUIREMENTS		CONSTRUCTION ELEVATIONS		ELEVATION REFERENCE POINT	
Depth of Fill (Upslope)	±21"	Finished Grade Elevation	= 20"	Location & Description	5" HEMLOCK
Depth of Fill (Downslope)	±25"	Top of Distribution Pipe or Proprietary Device	= 32"	Location & Description	5" HEMLOCK
FILL DEPTHS WILL VARY		Bottom of Disposal Area	= 45"	Reference Elevation	8" ABOVE GROUND

DISPOSAL AREA CROSS SECTION



SCALE:
VERTICAL 1" = 5'
HORIZONTAL 1" = 10'

Vaughn Smith
Site Evaluator Signature



2/4/22
Date



VAUGHN SMITH ASSOCIATES

Septic Design • Wetland Analysis • Soil Mapping

In Account with:

John Schlosser
1905 Bay Road
Vero Beach, FL 04348

DATE	SERVICES RENDERED	HOURS	AMOUNT
01/28/22	Subsurface Wastewater Disposal System Applications, HHE-200 Forms +/- 0.5 acres, 90 Pine Beach Road, Belgrade		\$550.00
01/28/22	Amount Due		\$550.00
	Thank You !		
	Please remit payment to:		
			VAUGHN SMITH ASSOCIATES 1006 Hallowell/Litchfield Road West Gardiner, ME 04345

Belgrade Planning Board
Findings of Fact and Conclusions of Law

Application for Shoreland Permit

APPLICANT: _____
ADDRESS: _____
TAX MAP # ____ LOT # ____

I. Findings of Fact

The Applicants on DATE applied for a shoreland permit for _____

(PROJECT DETAILS).

The application was presented to the Planning Board on _____

(DATE, WITH DATES OF ANY SUBSEQUENT MEETINGS AT WHICH THE APPLICATION WAS CONSIDERED). These Findings of Fact and Conclusions of Law were developed in conjunction with consideration of the permit application.

II. Conclusions of Law

Based upon the application materials, testimony, statements, evidence, documents and other materials submitted to it and the above Findings of Fact, the Belgrade Planning Board finds that the Project is/is not a permitted _____ (USE) under Section 14, Table 1 in the Ordinance, and further makes the following conclusions based on the applicable provisions in Section 16(D) of the Ordinance:

1. Will maintain safe and healthful conditions.
 - By a vote of X-X, the Board found this standard was/was not met based on _____
_____.
2. Will not result in water pollution, erosion, or sedimentation to surface waters.
 - By a vote of X-X, the Board found this standard was/was not met based on _____
_____.
3. Will adequately provide for the disposal of all wastewater.
 - By a vote of X-X, the Board found this standard was/was not met based on _____
_____.
4. Will not have an adverse impact on spawning grounds, fish, aquatic life, bird or other wildlife habitat.
 - By a vote of X-X, the Board found this standard was/was not met based on _____
_____.
5. Will conserve shore cover and visual, as well as actual, points of access to inland waters.
 - By a vote of X-X, the Board found this standard was/was not met based on _____
_____.
6. Will protect archaeological and historic resources as designated in the comprehensive plan.
 - By a vote of X-X, the Board found this standard was/was not met based on _____
_____.

7. Will avoid problems associated with flood plain development and use.

- By a vote of X-X, the Board found this standard was/was not met based on _____

8. Is in conformance with the provisions of Section 15, Land Use Standards,

- By a vote of X-X the Board found that this standard was met based on evidence in the record and further as follows:

A. Minimum Lot Standards _____

B. Principal and Accessory Structures _____

C. Campgrounds _____

D. Individual Private Campsites _____

E. Commercial and Industrial Uses _____

F. Parking Areas _____

G. Roads and Driveways _____

H. Signs _____

I. Storm Water Runoff _____

J. Septic Waste Disposal Systems _____

K. Essential Services _____

L. Mineral Exploration and Extraction _____

M. Agriculture _____

N. Timber Harvesting and Land Management Roads _____

O. Clearing or Removal of Vegetation for Activities other than Timber Harvesting _____

P. Hazard Trees, Storm Damaged Trees and Dead Tree Removal _____

Q. Exemptions to Clearing and Vegetation Removal Requirements _____

R. Revegetation Requirements _____

S. Erosion and Sedimentation Control _____

- T. Shoreline Stabilization _____
- U. Soils _____
- V. Water Quality _____
- W. Historical and Archaeological Sites _____
- X. Resource Protection _____

Conditions of Approval Needed to Meet Required Belgrade SLZ Ordinance Findings in Section 16(D):

1. Manage stormwater run-off from new or expanded structure(s) in accordance with Section 15(I) of the Belgrade Shoreland Zoning Ordinance and the Maine Department of Environmental Protection's (DEP) **Best Management Practices** as outlined in the Conservation Practices for Homeowner's publication. Such measures are to be put in place prior to building use. *NOTE: This is a standing condition that applies to all permits unless deemed unnecessary by the Planning Board, based on the following rationale.*

Rationale: _____

2. _____

Rationale: _____

3. _____

Rationale: _____

III. Decision.

Based on the above findings of fact and conclusions of law, on _____(DATE), the Town of Belgrade Planning Board approved by a vote of _____ the Shoreland Permit application of _____ (APPLICANT'S NAME) With the above conditions, and at a meeting on _____(DATE), developed these written Findings of Fact and Conclusions of Law and adopted these findings on _____(DATE).

Dated _____

BELGRADE PLANNING BOARD

BY: _____
Peter Rushton, Chair

NOTE: The Maine Department of Environmental Protection's stormwater best management practices are posted at townofbelgrade.com/bmps.

**Town of Belgrade
Planning Board
March 3, 2022 / 6 p.m.
Belgrade Town Office
990 Augusta Road**

This meeting can be watched at
<https://youtu.be/IW2E-V0vy2Y>

MINUTES

Planning Board members present: Peter Rushton, Craig Alexander, Rich Baker, Sara Languet, Peter Sargent, George Seel.

In-person attendees: Town Manager Anthony Wilson, Code Enforcement Officer Richard Greenwald, Michael Bragg, Jan Partridge, Lori Yotides, Liz Fontaine.

Remote attendees: George and Julie Patten.

Mr. Rushton called the meeting to order at 6:03 p.m.

1. OLD BUSINESS

A. Discussion and consideration of **Commercial Development Review Ordinance amendments** addressing commercial solar and wind facilities, and telecommunications towers. The town manager shared his thoughts that the Planning Board's current charge is to amend the Commercial Development Review Ordinance for commercial solar arrays; regulating residential arrays would fall under another ordinance, and is a topic best left for another time. He encouraged the board to consider all commercial array applications, as opposed to having the code enforcement officer permit smaller developments, so as not to disenfranchise the public from the process. Lastly, he encouraged the board to regulate all commercial arrays, regardless of their size, rather than focusing on regulations based on square footage, wattage, number of panels, or some other metric.

Mr. Alexander questioned whether residential arrays are commercial if they are realizing a financial benefit from them. The town manager drew a distinction between an arrangement that is financial versus commercial in nature. Following a lengthy discussion, Mr. Seel offered to research net metering further, the town manager said he would invite a resident who is involved in net metering with panels on his property to explain the arrangement at the next meeting, and he offered to write an email to the Selectboard seeking its guidance on how to proceed on whether to regulate residential arrays.

B. **COMMERCIAL REVIEW OPINION** – Applicant: Michael Bragg. Location: 75 Main St., Map 25 Lot 67. Purpose: Proposal to sell coffee in the Belgrade Lakes Co., 75 Main St., on summer weekends. No construction proposed. To avoid running afoul of the Town's Minimum Lot Size and Commercial Development

Review ordinances, Mr. Bragg proposed selling coffee inside of Belgrade Lakes Co. rather than operating a cart on its parking lot. Eventually, he said, he would plan to occupy the retail space solely. Board members said they believed that would be allowed by the Town's ordinances and the property's current permitting.

2. NEW BUSINESS

A. **SHORELAND ZONING APPLICATION** – Applicant: George Patten. Location: 294 Timberpoint Rd., Map 8 Lot 15. Purpose: Change the shape of the existing garage roof from sloping to peaked with a dormer. To be used as storage. Existing lot is non-conforming and the garage is within 100 feet of the shoreline. Mr. and Mrs. Patten agreed to amend their application to clarify they intend to place beds in the storage space above the garage and add a bathroom. Mr. Seel moved to table the application until the Pattens provide an amended application, including a corrected square footage of the structure's footprint and the desire to add sleeping quarters and a bathroom, along with documentation of the septic system's capacity and capabilities. Mr. Alexander seconded. Motion approved 5-0.

3. OLD BUSINESS

A. Consideration of Feb. 3, 2022, Planning Board **minutes**. Mr. Alexander moved to approve the minutes as amended. Those amendments included noting that Mr. Alexander proposed not regulating any solar facilities with five or fewer roof panels, and regulating with screening arrays with six to 25 panels, with the CDRO regulating 26-plus panels. A suggestion was made to regulate developments that occupy at least 1,000 square feet. After a lengthy discussion, the board could not agree on the size or how to measure solar facilities to be regulated. Mr. Rushton said he would seek options from the town manager on how to proceed. Mrs. Languet seconded the motion to approve the amended minutes. Motion approved 5-0.

4. **ADJOURN**. Mrs. Languet moved to adjourn. Mr. Sargent seconded. Motion approved 5-0. The meeting adjourned at 8:07 p.m.