

# Town of Sweden

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Application  
For  
Wireless Telecommunication Facility  
Including a 180' Telecommunication Tower

147 Bridgton Road  
(Map R05, Lot 43A)

December 2024

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Applicant

**Oxford County**  
By It's Duly Authorized Agent  
Black Diamond Consultants, Inc.  
47 Enterprise Avenue  
Gardiner, ME 04345



**BUILDING OR USE  
PERMIT APPLICATION  
TOWN OF SWEDEN  
147 Bridgton Road  
Sweden, ME 04040**

FOR OFFICE USE ONLY	
PERMIT NO.	_____
ISSUE DATE	_____
FEE AMOUNT	_____
APPROVED BY	_____

1. PROPERTY OWNER Town of Sweden	2. PHONE (207) 647-3944	8. MAP R05	9. LOT 43A	10. ZONE
-------------------------------------	----------------------------	---------------	---------------	----------

3. PROPERTY ADDRESS 147 Bridgton Road	11. LOT OF RECORD WHAT YEAR _____
--	--------------------------------------

4. OWNER'S ADDRESS 147 Bridgton Road, Sweden, ME	12. CONTIGUOUS LOTS LOT NO. (S) _____
---	--

5. CONTRACTOR Black Diamond Consultants	6. PHONE 207-582-0056	13. HISTORICAL BUILDING WHAT YEAR _____
--	--------------------------	--

7. CONTRACTOR'S ADDRESS 47 Enterprise Avenue, Gardiner, ME 04345	14. SPECIAL ZONES <input type="checkbox"/> SHORELAND <input type="checkbox"/> NATURAL RESOURCE PROTECTION <input type="checkbox"/> FLOOD ZONE <input type="checkbox"/> AQUIFER PROTECTION
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15. PROPOSED USE Communications Tower	16. COST
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17. PROJECT DESCRIPTION A wireless communications tower for Oxford County Emergency Management Services on a 100' x 100' leased parcel on a parcel owned by the Town of Sweden.
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18. NUMBER OF STORIES PRESENT _____ PROPOSED <u>N/A</u>
---

19. HEIGHT OF BUILDING: PRESENT _____ PROPOSED <u>180'</u>
--

20. NUMBER OF BATHROOMS PRESENT _____ PROPOSED <u>0</u>
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21. NUMBER OF BEDROOMS PRESENT _____ PROPOSED <u>0</u>
--

22. PRESENT SEPTIC SYSTEM IS APPROVED FOR: <u>N/A</u> BEDROOMS
---

23. YEAR ROUND USE <u>N/A</u> SEASONAL USE _____
---

24. TYPE OF WATER SUPPLY N/A

PRIVATE       DUG WELL

COMMUNAL     DRILLED WELL

25. TYPE OF SEWAGE DISPOSAL N/A

PRIVATE

COMMUNAL

ADDITIONAL PERMITS, APPROVALS AND INSPECTIONS REQUIRED

PLUMBING, INTERIOR       BOARD OF APPEALS       FIRE CHIEF

SEPTIC / HHE200       D.E.P.       ROAD OPENING

SEPTIC VARIANCE       PERMIT BY RULE       EROSION CONTROL PLAN

PLANNING BOARD       OTHER       \_\_\_\_\_

SHORELAND       FIRE MARSHALL       \_\_\_\_\_

\_\_\_\_\_       \_\_\_\_\_

## PROPERTY INFORMATION

26. FRONTAGE \_\_\_\_\_ FT.

NON CONFORMING

27. MORE THAN ONE USE EXISTING ON THE PROPERTY. ACCESSORY US \_\_\_\_\_

NON CONFORMING

28. SETBACKS

ROAD      SIDE      REAR

\_\_\_\_\_

\_\_\_\_\_ NORMAL HIGH WATER

29. NUMBER OF DWELLING UNITS PRESENTLY EXISTING ON THE LOT

0

\_\_\_\_\_

30. LOT SIZE (IN SQ. FT. OR ACRES)

10,000 SF

\_\_\_\_\_

NON CONFORMING

31. TOTAL SQ. FT. OF ALL BUILDING:

PRESENT \_\_\_\_\_

PROPOSED N/A \_\_\_\_\_

32. LOT COVERAGE (IN PERCENT)

PRESENT \_\_\_\_\_

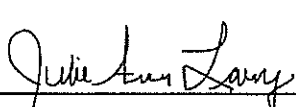
PROPOSED \_\_\_\_\_

ZONE % \_\_\_\_\_

33. NUMBER OF OFF STREET PARKING SPACES

PRESENT	_____				
PROPOSED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">COVERED</td> <td style="width: 50%;">UNCOVERED</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>	COVERED	UNCOVERED	_____	_____
COVERED	UNCOVERED				
_____	_____				

34. BUILDING PERMITS DO NOT INCLUDE PLUMBING, SEPTIC OR ELECTRICAL WORK. BUILDING PERMITS ARE VALID FOR TWO YEARS. ANY FALSE INFORMATION MAY INVALIDATE A BUILDING PERMIT AND STOP ALL WORK.

  
 \_\_\_\_\_  
 APPLICANT OR AGENT

12/16/2024  
 \_\_\_\_\_  
 DATE





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## **ATTACHMENT #1**

# **NARRATIVE ON COMPLIANCE TO ORDINANCE REQUIREMENTS**

## ZONING AND LAND USE ORDINANCE APPLICATION

### ARTICLE IX – ZONE REQUIREMENTS

1. IX.A. General Requirements

IX.A.3. Structure Height Limit.

See our response regarding the height of the proposed tower below in *Section XI. Performance Standards, Subsection EE.*

IX.A.3. Dimensional Requirements.

The leased area is 100' x 100'. The leased area does not have frontage on a public road. A privately maintained access road will be constructed within the 50' wide access and utility easement. See Sheet C.1.

- The access road will be a minimum width of 12 feet.
- The access road shall contain a minimum depth of three inches of surface gravel and will not be paved. It will have drainage ditches and culverts where needed.
- Although the road is not designed with a 65' diameter turnaround, the road terminates in a level parking area that can be utilized for reversing direction.

2. IX.D. Location

The proposed structure will be located in a Residential Zone as allowed by the Ordinance.

IX.D.4. Residential Zone - Conditional Uses: Municipal Uses and Public Utilities are an allowed use in the Residential Zone with approval of the Planning Board in accordance with the provisions of Section XIV.

CONDITIONAL USE:

The emergency communications tower, owned by Oxford County on a leased area, owned by the Town of Sweden is a conditional use. See below for more information on how the proposed tower meets the requirements of *Section XIV. Conditional Use.*

### ARTICLE XI - PERFORMANCE STANDARDS FOR WIRELESS COMMUNICATIONS TOWERS



## 1. Exempt Wireless Communications Tower Standards

Per XI.EE.1.a. of the ordinance, wireless communications facilities for emergency communications by public officials are exempt from the requirements stated in paragraphs XI.EE.2 through XI.EE.9 of the ordinance. As the proposed communications tower will be owned by Oxford County on land leased from the Town of Sweden for Emergency Management Services, it is EXEMPT from the following standards:

### XI.EE.2 Exemption for towers integrated into architecture or natural structures.

### XI.EE.3 Maximum height not-to-exceed 190-feet.

To meet the County of Oxford 911 emergency communications needs and to achieve the project tower network communication requirements, a tower height of 180' is proposed. Antennas mounted to the tower will not exceed 200-foot in height to stay under the FAA requirement for lighting.

### XI.EE.4 The tower shall be set back from all property lines by a minimum of its height.

The tower is centered on a 100' x 100' lease area, existing town and community buildings are not located within the tower's fall zone. Please see Attachment 6, Sheet C1, for tower setback information.

### XI.EE.5 The tower shall not be lit.

The project does not propose any facility or tower exterior lighting. The tower is not required to be lit per FAA guidelines as it is less than 200' in height.

### XI.EE.6 The tower shall remain unpainted galvanized steel or be painted gray or silver.

The tower will be unpainted galvanized steel.

### XI.EE.7 At its base, the tower shall be no wider than four feet. No individual member of the tower may have a diameter or thickness larger than four inches.

The Sabre self-supporting lattice tower at its base is about 21' in total width. The Sabre self-supporting lattice tower at its base, the member that forms the leg of the tower is 8 5/8" in diameter.

### XI.EE.8 Co-Location opportunities.

Oxford County identified a need for a new communications tower in Sweden due to topographic challenges affecting their existing communications network. No existing towers or structures would provide the coverage needed to meet Oxford County's emergency communication service coverages planned for this area.

#### XI.EE.9 Abandonment & Removal Bond

The Applicant (Oxford County) agrees to remove the tower should it become abandoned or unused for a period of six months. The lease agreement between the Applicant and the Town of Sweden includes terms on the removal of improvements. The Lease requires that upon termination or expiration of the Lease, the Applicant is responsible for removing any improvements within 90 days. Please see the attached lease in Attachment 3 for additional information on the agreement terms between the applicant and the Town of Sweden.

### ARTICLE XIV – CONDITIONAL USE STANDARDS

1. XIV.E.1. The use will not have an adverse impact on the spawning grounds, fish, aquatic life, bird or other wildlife habitat as identified by the Maine Department of Inland Fisheries & Wildlife (IFW).

The proposed emergency communications tower will not have an adverse impact on the spawning grounds, fish, aquatic life, bird or other wildlife habitat as identified by the Maine Department of Inland Fisheries & Wildlife. Please see Attachment 8 for additional information on wildlife and wildlife habitat.

2. XIV.E.2. The use will conserve shore cover and visual as well as actual access to water bodies.

The proposed emergency communications tower is not located on or adjacent to any bodies of water.

3. XIV.E.3. The proposed location is appropriate for the proposed use.

The proposed emergency communications tower will be located adjacent to the existing municipal building. It will be set back from the road and located in a primarily wooded area.

4. XIV.E.4. Traffic access to the site meets the standards contained in this Ordinance, and traffic congestion has been minimized in accordance with performance standards in this Ordinance.

The site will normally be unmanned and accessed infrequently for inspection or maintenance. The operation of the emergency communications tower generates infrequent traffic and requires, at most, the use of 2 or 3 vehicles during heavy maintenance or troubleshooting events. Traffic to and from the site during the construction phase is minimal and will require site access for the few construction personnel vehicles and from time-to-time access for occasional construction and delivery vehicles.

The twelve-foot-wide entrance/exit gravel driveway off Bridgton Road is considered sufficient to support the construction and operation of the facility. Vehicular turn-around is provided at the facility to allow vehicles to exit the site without having to back out on the gravel drive.

The 80'x20' gravel parking area and access road at the facility site area will provide sufficient parking area for the site during construction and operation. In addition, the parking area and access road will provide adequate vehicular turnaround at the facility site. Please refer to the attached site plans in Attachment 10 for additional information on the parking area design.

5. XIV.E.5. The site design is in conformance with all municipal flood hazard protection regulations.

The proposed emergency communications tower is not located in a flood hazard zone. Please see Attachment 11 for a copy of the Maine Flood Hazard Map for the project area.

6. XIV.E.6. Adequate provision for the disposal of all wastewater and solid waste has been made.

The construction and operation of the proposed emergency communications tower is not expected to produce wastewater.

Disposal of all project development waste will be performed in a timely and environmentally safe manner. Please see Attachment 12 for additional information on solid waste disposal.

7. XIV.E.7. Adequate provision for the transportation, storage and disposal of any hazardous materials has been made.

Bulk hazardous substances are not expected to be used or stored at the site during construction or during facility operation.

8. XIV.E.8. A stormwater drainage system capable of handling a 25-year storm without adverse impact on adjacent properties has been designed and will be put into effect and maintained.

A 25-year stormwater analysis, using HydroCAD analysis, has been performed for the proposed Cell Tower site in the Town of Sweden. The analysis addressed a 12,250 square foot watershed area at the proposed cell tower site. The 12,250 square foot watershed area drains to the proposed 18" culvert located at the northwest corner of the proposed cell site. The analysis shows that the proposed 18" culvert is more than adequate to accommodate drainage of the site for the 25-year storm. The stormwater flow effluents from the culvert will be discharged to a rip-rap outlet apron area, thus reducing the effluent velocity, and spreading the effluent discharge to the receiving forested property area. The stormwater drainage system is thus able to handle the 25-year storm with no adverse impact to adjacent properties

Please see Attachment 13 for additional stormwater analysis information.

9. XIV.E.9. Adequate provisions to control soil erosion and sedimentation have been made.

The proposed site has been designed to provide adequate erosion and sedimentation controls. These stormwater erosion and sediment controls include site silt fencing prior to and during construction and proposed road ditching, site crushed rock surfaces, culvert inlet and outlet riprap stormwater effluent flow protectors.

Please see project engineering drawings for erosion and sedimentation control measures to be used at the site during construction and during facility operation in Attachment 14.

10. XIV.E.10. There is adequate water supply to meet the demands of the proposed use, and for fire protection purposes.

The proposed emergency communications tower does not require water supply for its operations.

11. XIV.E.11. The provisions for buffer strips and on-site landscaping provide adequate protection to neighboring properties from detrimental features of the development such as, but not limited to, noise, glare, fumes, dust, odor and the like.

Noise - Operation of a telecommunication facility does not create any discernable noises. The construction of the facility will be conducted during normal workdays and workday hours.

Glare - The facility and tower will be constructed of galvanized structural steel members with little to no glare from sunlight

Fumes, Dust, and Odor - Operation of a telecommunications facility does not generate any dust, fumes, vapors, gases, or odors. Very little road dust is expected during ongoing operations of the facility and site construction because of the minor amount of road traffic expected to the site.

Vegetated Buffers and on-site landscaping - The project has been designed to retain existing, undisturbed predevelopment vegetation to the maximum extent possible. The developed site has been located in a forested area well away from adjacent roads and property lines. The developed site area has been limited to a 100' X 100' area and the access road width has also been limited to a 12' wide road surface and a 20' X 50' parking area. Please see project engineering drawings in Attachment 6 for additional information on site buffers and screening

12. XIV.E.12. All performance standards in this Ordinance applicable to the proposed use will be met.

This development project has been designed to comply with all the applicable Ordinance standards from Articles IX, XI, and XIV.

13. XIV.E.13. The proposed use will be compatible with all uses permitted in the underlying Zone and on abutting properties.

The proposed emergency communications tower is compatible with the use of the other community building uses, the historical society, church, and municipal building, adjacent to its site.

14. XIV.E.14. The proposed use will not have unreasonable impact upon Municipal facilities.

The proposed emergency communications tower will produce minimal solid waste and require no water or sewer for its operation. As an emergency communications facility it will support the operations of local first responders and enhance the safety of local residents.

15. XIV.E.15. The use will not result in water pollution, erosion, or sedimentation to surface waters.

The proposed emergency communications tower will not result in water pollution, erosion, or sedimentation to surface waters. Please see project engineering drawings for erosion and sedimentation control measures to

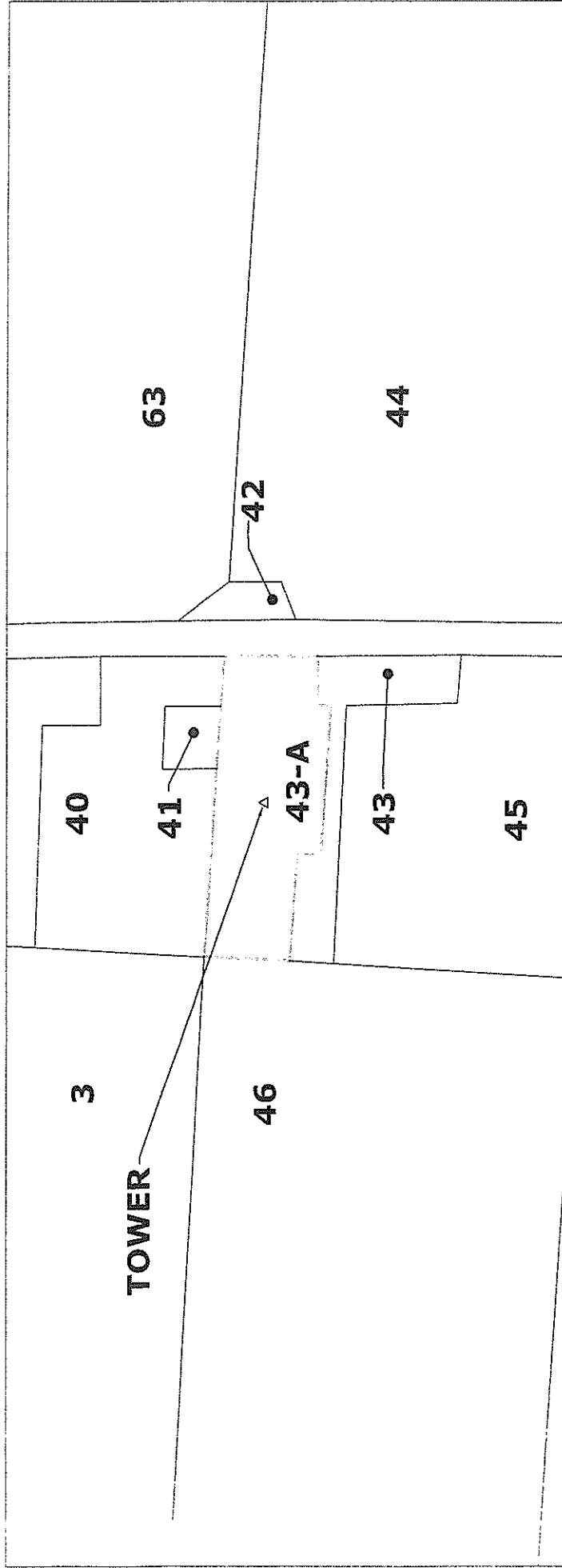
be used at the site during construction and during facility operation in Attachment 14.

16. XIV.E.16. The use will protect archaeological and historic resources as designated in the Town's Comprehensive Plan.

The proposed emergency communications tower will not have any effect on archaeological and historic resources. Please see Attachment 16 for additional information on the continued preservation of area historic sites.

## **ATTACHMENT #2**

### **AREA MAPS, TAX MAP, LIST OF ABUTTERS**



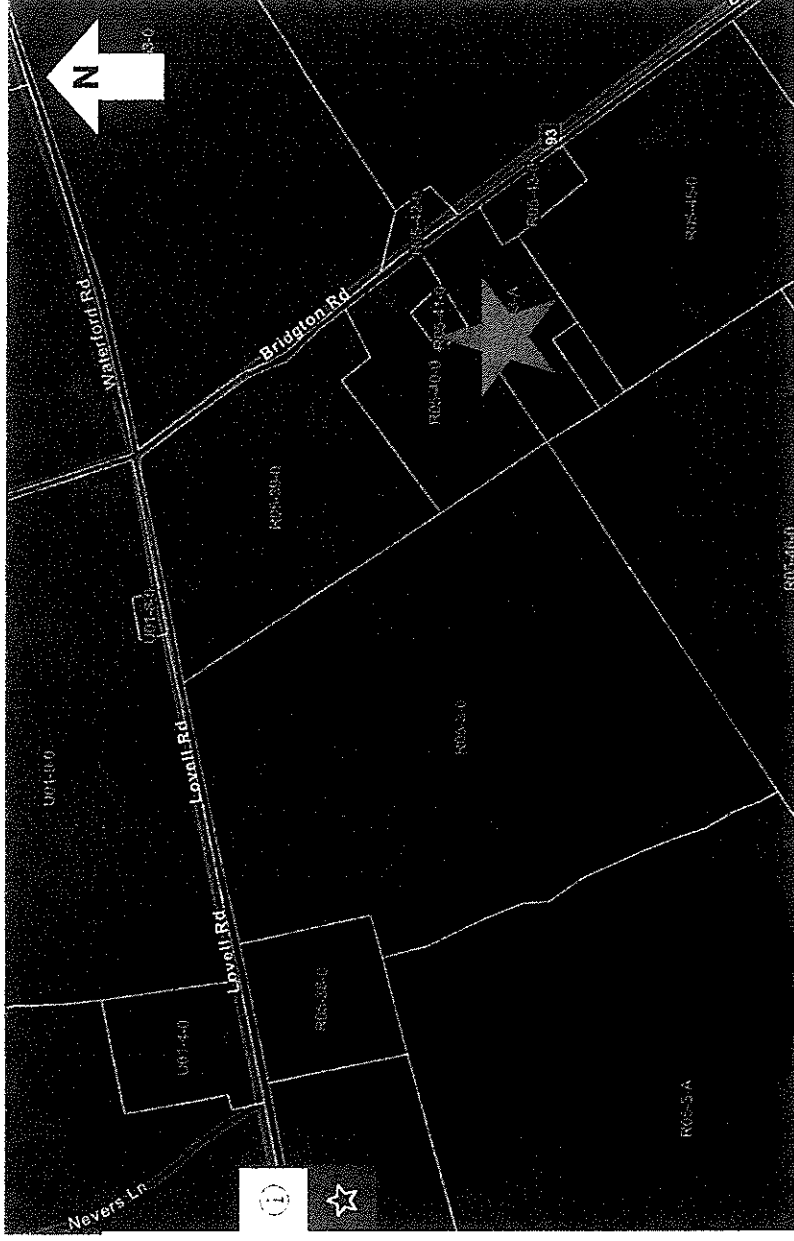
LOT ID	PROPERTY OWNER NAME	PROPERTY OWNER MAILING ADDRESS
R5-3	GK Inc.	134 PO Box 8844 FJ Station, San Juan, Puerto Rico 00910
R5-40	Sweden Community Church	137 Bridgton Road, Sweden, Maine 04040
R5-41	Sweden Historical Society	141 Bridgton Road, Sweden, Maine 04040
R5-42	Town of Sweden	147 Bridgton Road, Sweden, Maine 04040
R5-43	Michael P. Ridlon	155 Bridgton Road, Sweden, Maine 04040
R5-43-A	Town of Sweden	147 Bridgton Road, Sweden, Maine 04040
R5-44	Patrick I. Cowan	186 Bridgton Road, Sweden, Maine 04040
R5-45	Ursula Duve	171 Bridgton Road, Sweden, Maine 04040



# SWEDEN TAX PARCEL MAP

State of Maine

Maine Digital Parcel Viewer Web  
Map



## **ATTACHMENT #3**

### **DEED, LEASE, EASEMENT**

The Lease Agreement is between the Applicant (Oxford County) and the property owner (Town of Sweden).

Receipt # 239645



Bk 5836 PG 316

10/03/2024 10:22:57 AM

Pages 22

LEASE

Instr # 12385

Cherr L Crockett Register of Deeds

OXFORD COUNTY

DO NOT WRITE ABOVE THIS LINE

COVER PAGE FOR DOCUMENTS WITHOUT ADEQUATE MARGIN

IF INDIVIDUAL PRESENTING THE DOCUMENT FOR RECORDING CHOOSES TO ADD A COVER PAGE (\$2 FEE) TO THEIR **COMPLETED AND ACKNOWLEDGED** DOCUMENT, THE PRESENTER IS RESPONSIBLE FOR COMPLETING THE REQUIRED INFORMATION BELOW AND SUBMIT WITH THEIR DOCUMENT FOR RECORDING

DOCUMENT TITLE GROUND LEASE AGREEMENT / MEMORANDUM OF LEASE

DOCUMENT DATE SEPTEMBER 10, 2024

PROPERTY LOCATION (IF APPLICABLE) SWEDEN, MAINE

PARTY OF INTEREST COUNTY OF OXFORD

PARTY OF INTEREST TOWN OF SWEDEN

PARTY OF INTEREST \_\_\_\_\_

PARTY OF INTEREST \_\_\_\_\_

PARTY OF INTEREST \_\_\_\_\_

PARTY OF INTEREST \_\_\_\_\_

PARTY OF INTEREST \_\_\_\_\_

PARTY OF INTEREST \_\_\_\_\_

COPY

## GROUND LEASE AGREEMENT

This Ground Lease Agreement (the "Lease") is made and entered into as of this 10th day of September, 2024 (the "Execution Date") by and between Oxford County, a body corporate under the laws of the State of Maine, having a principal place of business in South Paris, County Oxford and State of Maine, with a mailing address of PO Box 79, 26 West Avenue South Paris, Maine 04281, its successors and assigns (the "Tenant") and The Town of Sweden, a Maine municipal corporation, having a mailing address of 147 Bridgton Road Sweden, Maine 04040 (the "Landlord"). Landlord and Tenant shall each be referred to herein as a "Party" and collectively the "Parties".

### RECITALS

WHEREAS, Landlord owns certain real property located in the Town of Sweden, County of Oxford, State of Maine (the "Property") that is more particularly in a deed recorded in Book 461, Page 502 of the Oxford County Registry of Deeds; and

WHEREAS, Landlord is willing to enter into a lease to Tenant, subject to the terms of this Lease, and Tenant is willing to lease from Landlord, on the terms hereinafter set forth, a portion of the Property, more particularly described and depicted in Exhibit A attached hereto and made a part hereof (the "Premises").

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions and other good and valuable consideration of the parties hereto with the intent to be legally bound hereby, and specifically subject to the Investigation Periods, Landlord and Tenant agree as follows:

1. Lease and Easements.

- a. Leasehold Estate. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms and conditions herein contained, certain unimproved real property consisting of approximately ten thousand (10,000) square feet of land (100' x 100') (the "Premises"), together with easements and other rights described herein located off Bridgton Road in Sweden, County of Oxford, and State of Maine described on Exhibit A as the "Premises", which is attached hereto and made a part hereof. The right to use and enjoy the Premises hereunder shall include the right to use the Premises for the Permitted Uses, as defined below, and ingress and egress to the Premises over the Easement Area and construction of improvements, as defined below, upon the Premises.
- b. Easements. Landlord hereby grants to Tenant certain easements (the "Easements") as follows: (i) the non-exclusive right of ingress and egress from the public right-of-way and the right of installation, operation and maintenance of utility lines and related infrastructure 7 days a week, 24 hours a day, over a portion of the Premises described on Exhibit A as the "50' Easement"; and (ii) the right of installation, operation and maintenance of utility lines and related infrastructure over a portion of the Premises described on Exhibit A as the "10' Utility Easement" (collectively, the "Easement Area"). The Parties acknowledge that a portion of the Easement Area is not located on the Premises and Landlord does not warrant or represent to Tenant that it has any right to grant the Easements over any portion of the Easement Area not located on the Premises. Landlord agrees to review a request by Tenant for a temporary license to enter upon

Landlord's adjacent lands for the purposes of installing, repairing, and removing Improvements and any other personal property of Tenant to and from the Premises. Such requests shall be made in writing and Landlord's approval shall not be unreasonably withheld.

- c. Amendment to Exhibit A. Landlord and Tenant acknowledge and agree that Exhibit A is subject to adjustment based upon survey work that may be undertaken by Tenant and due to the requirements of Tenant's permits and approvals with respect to the Improvements. Tenant, may substitute a revised Exhibit A upon notice to Landlord, and with Landlord's approval of the amended area, which shall not be unreasonably withheld, and may record an amendment to any recorded Memorandum of Lease to reflect any amendment to Exhibit A. Notwithstanding the foregoing, the Premises shall not be larger than twelve thousand (12,000) square feet in size and Tenant shall use commercially reasonable efforts to locate the Premises to a location as near as possible to that depicted on Exhibit A. Landlord further agrees to review such easements as Tenant may request in the future as may be reasonably necessary for the Permitted Use, and in Landlord's discretion, may grant such easements, which grant(s) shall not be unreasonably withheld.
  - d. Memorandum of Lease. Upon execution of this Lease, Landlord shall execute and deliver to Tenant a recordable Memorandum of Lease substantially in the form attached hereto as Exhibit B. Tenant shall thereafter execute, acknowledge, and record said Memorandum of Lease and provide Landlord with copies of same and notices which set forth the commencement date of the Initial Term and the Rent Commencement Date as set forth in Section 4 hereof.
2. Use. Subject to and benefitted by the Easement, Tenant, its agents, contractors, subtenants, licensees or employees, shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (the "Tower") an access way and parking spaces, equipment buildings, equipment cabinets, equipment pads, back-up power devices and a security fence (the "Permitted Use"), together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and/or landline carriage, all as determined in the reasonable discretion of Tenant (collectively, the "Improvements"). Tenant, its agents, contractors, subtenants, licensees or employees, shall have unlimited and unencumbered access to the Premises 24 hours per day, 7 days a week.
    - a. Tenant agrees to construct all Improvements on the Premises and to pay for the cost of all such Improvements. Tenant agrees that all such construction work shall be prosecuted diligently and continuously until completed.
    - b. All Improvements placed or constructed upon the Premises shall remain the property of Tenant, free of any interest of Landlord, except as may be provided under Section 19 (Removal of Improvements).
    - c. All aesthetic considerations, including but not limited to, fencing, noise emitted by Tenant's use of the Premises, width of easement, lighting, and tower height, shall be subject to Landlord's written approval, which approval shall not be unreasonably

withheld or delayed. Tenant shall submit plans and specifics of Improvements to Landlord prior to commencing construction on the Premises. Landlord agrees to review and respond to Tenant's requests for approval of improvements or changes with thirty (30) days of confirmed receipt.

- d. Tenant shall, at all times, use the Premises and the Easement Area in accordance with all applicable state, federal, or local laws, rules, regulations, ordinances, bylaws, or rules.
- e. Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultrahazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Tenant shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use or condition, take action to halt such activity. Tenant shall not suffer or permit any subtenant, licensee, sublicensee, or any other user or occupant of the Premises to use the Premises or the Property in any manner which is in violation of any law, statute, regulation, ordinance, or any government order.

3. Investigation Periods.

a. Due Diligence Period.

i. Tenant's obligations under this Lease are expressly made contingent upon Tenant's satisfactory review of all Due Diligence, as hereinafter defined. Landlord agrees that Tenant shall have the exclusive right to investigate and review Due Diligence, as hereinafter defined, for a period of twenty-four (24) months from the Execution Date of this Lease (the "Due Diligence Period"). During the Due Diligence Period, or any extensions thereof, Tenant and its agents, engineers, surveyors, contractors, subtenants, licensees, employees and other representatives shall have the right to enter generally upon Landlord's property to (the foregoing collectively referred to herein as the "Due Diligence"):

- 1. inspect, examine, test soil resistivity, conduct soil borings, inspect drainage, conduct radio frequency performance testing, collect material for sampling, and perform other geological or engineering tests or studies of the Premises (collectively, the "Tests");
- 2. apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate, at Tenant's sole discretion, for its proposed use of the Premises, including without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Governmental Approvals");
- 3. conduct all activities on or off the Premises which, in the reasonable discretion of Tenant, are desirable or necessary to determine the

feasibility or suitability of the Premises for the Tenant's intended Use, including, but not limited to, investigations with respect to the physical condition, environmental history, and title history of the Premises, all at Tenant's expense.

Notwithstanding anything to the contrary contained herein, Tenant's right to conduct Due Diligence shall not include the right to conduct any materially invasive environmental testing of any nature without Landlord's prior written consent which consent shall not be unreasonably withheld.

- ii. Tenant shall use good faith efforts to diligently conduct Tests and prosecute Governmental Approvals. Tenant shall use best efforts to minimize the impact of its Due Diligence on the Premises. If, as a result of such Due Diligence, the Property is physically damaged or altered by Tenant, Tenant agrees to promptly repair and/or restore said physical damage or alteration thereto to as reasonably practicable to its original condition, unless Tenant proceeds with the commencement of construction of the Improvements. Tenant agrees to indemnify and hold Landlord harmless from and against any property damage or personal injury or claim or lien against the Property caused while on the Property and resulting from any such Due Diligence by Tenant or its representatives, which indemnification shall survive the expiration or termination of this Lease. Notwithstanding anything contained herein, at no point shall Tenant be deemed to have commenced construction until the Construction Commencement Notice, as defined herein, is given to Landlord by Tenant (the "Construction Commencement Date"). Upon the end of the Due Diligence Period and upon the Construction Commencement Date, Tenant shall be deemed to have accepted the Premises "AS IS, WHERE IS" inclusive of any or all defects and/or conditions, related to same.
  - b. Construction Commencement. At any time during the Due Diligence Period, Tenant may elect, in Tenant's sole discretion, to commence construction of the Improvements by providing written notice of such election to Landlord (the "Construction Commencement Notice"). Notwithstanding anything contained herein, such Construction Commencement Notice shall serve as the Tenant's notice to Landlord that Tenant's investigation of Due Diligence is satisfactory as of the specified Construction Commencement Date, at which time the Due Diligence Period described above shall expire, the Initial Term, as defined herein, shall commence, and the Tenant shall be entitled to commence construction of the Improvements.
4. Base Rent. Commencing on the date that is the earliest of (i) the expiration of the Due Diligence Period; or (ii) the date the Construction Commencement Notice is given to Landlord by Tenant (the "Rent Commencement Date"), and continuing throughout the Term, Tenant shall pay rent to Landlord in an amount equal to Nine Thousand and 00/100 Dollars (\$9000.00) per year, in advance, on the first day of each calendar year of the Term (the "Base Rent"). Base Rent shall escalate at a rate of three percent (3%) annually. In the event that the Rent Commencement Date occurs on a date other than the first day of the calendar year, the

Base Rent shall be prorated for any partial year, and all other rent payments shall be made on the first day of each successive calendar year of the Term.

5. Landlord Equipment. Tenant agrees to allow Landlord the right to place antennas, equipment, or improvements on the Tower for use by the Landlord, local fire department, or municipal corporation within the Town of Sweden, at no rental cost to Landlord, upon Tenant's approval of radio equipment dimensions and specifications, which approval shall not be unreasonably withheld. The Landlord's use shall not interfere with the Permitted Use, as defined herein.
6. Term. The initial term of this Lease shall commence on the Construction Commencement Date and expire ten (10) years after the Rent Commencement Date (the "Initial Term"), which Initial Term may be extended as provided for herein (the Interim Term and any extension thereof being referred to herein as the "Term").
7. Renewal Option. Landlord hereby grants to Tenant eight (8) successive automatic extensions of the Lease for periods of five (5) years each upon all of the same terms and conditions as the Initial Term of this Lease. Each five (5) year extension shall automatically commence immediately upon the expiration of the immediately preceding term of this Lease and terminate five (5) years thereafter. In order to prevent an automatic extension, Tenant must give Landlord written notice of termination at least one hundred eighty (180) days prior to the expiration of the then current term.
8. Termination. Tenant may, unless otherwise stated, immediately terminate this Agreement upon written notice to Landlord during the Due Diligence Period in the event that (i) any applications for Government Approvals should be finally rejected; (ii) any Government Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) Tenant determines that such Government Approvals may not be obtained in a timely manner; (iv) Tenant determines any structural analysis is unsatisfactory; or (v) Tenant, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary. The indemnification obligations of each party contained in Section 3 and 9 and the rights and obligations with respect to removal of property contained in Section 19, shall survive the termination of the Lease.

In the event of Default by Tenant, that is not cured within the cure period allowed, Landlord shall have the right to terminate this Agreement with thirty (30) days written notice to Tenant. If the Landlord reasonably determines that the Tenant is not exercising good faith efforts and actively and diligently pursuing the required permits, Landlord shall have the right to terminate this Agreement with ten (10) days written notice.

9. Mutual Indemnification.
  - a. Tenant shall, to the extent not covered by insurance, indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in or about the Premises resulting from any act or omission by Tenant or its or its officers, agents, servants, employees or contractors or any breach by Tenant of its obligation under this Lease. Tenant shall, at its own cost and expense, defend any and all suits or actions which



may be brought against Landlord or in which Landlord may be impleaded with others upon any such above mentioned matter, claim or claims except as may result from the acts set forth in paragraph (b) hereof. This indemnity does not apply to any claims arising from Landlord's negligence, intentional misconduct or omission.

- b. Landlord shall, to the extent not covered by insurance, indemnify and save harmless Tenant from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in or about the Premises resulting from any act or omission by Landlord, or its officers, agents, servants, employees or contractors. Landlord shall, at its own cost and expense, defend any and all suits or actions which may be brought against Tenant or in which Tenant may be impleaded with others upon any such above mentioned matter, claim or claims except as may result from the acts set forth in paragraph (a) hereof. This indemnity does not apply to any claims arising from Tenant's negligence, intentional misconduct or omission.
- c. Tenant shall not be liable to Landlord or any third party due to any pre-existing defect or condition on or with respect to the Premises, whether or not such defect or condition is known to Tenant.
- d. The provisions of this Section 9 shall survive the expiration or earlier termination of this Lease.

10. Intentionally Omitted.

11. Repairs and Maintenance

- a. All Improvements shall be constructed by qualified professionals and in accordance with industry best practices and all applicable laws, codes, regulations, ordinances, and professional standards.
- b. Tenant shall be responsible for good order and repairs and maintenance of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises, and in accordance with local, state or federal laws, rules, and regulations. Tenant shall maintain the Premises, Easement Area, and the Improvements in accordance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, building codes, permits, and/or requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect. Further Tenant shall be responsible for maintaining the Premises, Easement Area, and Improvements in accordance with industry best practices.
- c. If Tenant fails to maintain any improvement, equipment, antenna, or conduit in good repair, then, following Tenant's failure to make such repairs within thirty (30) days of receipt of a notice of deficiency, Landlord may, but shall not be obligated to, make such repair using qualified professionals, and Tenant shall thereafter be responsible for reimbursing Landlord within thirty (30) days of Landlord submitting an invoice for

said repair to Tenant. At any time during the Term and within a reasonable time after termination hereof, Tenant or its subtenants and licensees shall have the right, but not the obligation, to remove their equipment, structures, fixtures, signs and personal property from the Premises. Landlord's rights under this Paragraph shall be in addition to and not exclusive of any other rights available to Landlord herein.

12. Utilities. Tenant shall be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of any charges for utilities serving Tenant's operations. Tenant shall have the right to enter into reasonable agreements with utility companies, municipal corporations, and other government agencies creating easements in favor of such companies as are required in order to service the Premises; and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements, easements, and instruments, reasonably acceptable to Landlord, and to take all other actions in order to effectuate the same, all at Tenant's cost and expense, provided such utilities and related infrastructure or equipment are to be located on the Premises or within the Easement Area.

13. Insurance.

a. Tenant shall maintain at its expense and throughout the Term:

i. Commercial general liability insurance with an insurance company or companies licensed to do business in the State of Maine, selected by Tenant, in the minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate with respect to personal injury or death and property damage.

ii. Casualty and fire insurance in an amount equal to the full replacement value of the Improvements; and

iii. Worker's compensation insurance in accordance with established statutory limits.

b. The insurance set forth herein shall cover, without limiting the generality of the foregoing, any acts of negligence committed by agents, servants, or invitees of Tenant.

c. Tenant shall name Landlord as an additional insured on all insurance acquired pursuant to this Section 10. Upon reasonable request from the Landlord, Tenant shall provide Landlord with a Certificate of Insurance. All such insurance policies acquired pursuant to this Section 10 shall provide that such insurance policies shall not be modified or terminated without no less than thirty (30) days prior notice to Landlord.

14. Default and Remedies.

a. Each of the following events shall constitute a default or breach of this Lease:

- i. If Tenant shall fail to pay Landlord any rent within fifteen (15) days after written notice of such failure to pay;
  - ii. If either Party fails to comply with any non-monetary provision of this Lease, the other Party shall serve written notice of such failure upon the defaulting party, whereupon said defaulting party shall have a period of one thirty (30) days in which to cure such default. Notwithstanding anything contained herein, each party hereby agrees to grant reasonable extensions of time to cure such defaults so long as the defaulting party (i) promptly commences all steps necessary to cure such default and diligently prosecutes the same to completion; and (ii) provides the other party with monthly updates in writing that describe in reasonable detail the steps such defaulting party has taken and will take in the future to cure such default, and the anticipated time-frame for curing such default;
  - iii. If Tenant shall vacate or abandon the Premises; or
  - iv. If this Lease or the estate of Tenant hereunder shall be transferred to or shall pass to or devolve on any other persons or party, except in the manner herein permitted.
- b. In the event of a default by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Lease and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws of the State of Maine including the remedy of forcible entry and detainer (eviction).
  - c. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such enforcement action by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

In the event of any Tenant default hereunder, Landlord may re-enter the Premises immediately, remove the property and personalty of Tenant, and store the property in a public warehouse or at a place selected by Landlord, at the expense of the Tenant. After re-entry, Landlord may terminate the Lease by giving thirty (30) days' written notice of termination to Tenant. If this Lease is not terminated, Tenant shall remain liable for Base Rent, and all other balances due under this Lease for the remainder of the Term as they become due, less any sums due to Landlord on account of any reletting of the Premises or portion thereof.

15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations, requirements, directives, orders and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.

16. Assignment and Subletting. Tenant may sublease, license, assign or mortgage all or any portion of its interest herein with Landlord's prior written consent, which consent shall not be unreasonable withheld, delayed, or conditioned. Any sub-letting, licensing, assignment, or mortgaging of this Lease or of any interest herein shall not operate to release or discharge Tenant from any of its duties or obligations hereunder except to the extent such duties or obligations are actually performed. Landlord may not assign this Lease unless and until Landlord provides Tenant with (1) written notice of the intended assignor, (2) a fully executed IRS form W-9 on behalf of the intended assignor and (3) evidence sufficient to Tenant of the intended assignor's agreement to be bound by all the terms and conditions of this Lease.
17. Leasehold Mortgagee. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the absolute right, at any time and from time to time, to mortgage the leasehold interest herein demised on such terms, conditions and maturity as Tenant shall determine, and to enter into any and all extensions, modifications, amendments, replacement(s), and refinancing(s) of any such leasehold mortgage as Tenant may desire. If Tenant, or Tenant's successors or assigns, shall mortgage said leasehold interest, then, as long as any such leasehold mortgage shall remain unsatisfied of record, the following provisions shall apply, notwithstanding anything to the contrary contained in this Lease, and any pertinent provisions of this Lease shall be deemed to be amended and modified to the extent necessary so as to provide as follows:
- a. Any mortgagee or holder of a deed of trust encumbering Tenant's leasehold estate is hereinafter referred to as a "Leasehold Mortgagee."
  - b. If Tenant or any Leasehold Mortgagee shall have delivered to Landlord prior written notice of the address of any Leasehold Mortgagee, Landlord thereafter will mail to the Leasehold Mortgagee a copy of any notice under this Lease at the time of giving such notice to Tenant, and will give to the Leasehold Mortgagee notice of any rejection of this Lease by the trustee in bankruptcy of Tenant or by Tenant as debtor in possession. No termination of this Lease or termination of Tenant's right of possession of the Premises or re-letting of the Premises by Landlord predicated on the giving of any notice shall be effective unless Landlord gives to Leasehold Mortgagee written notice or a copy of its notice to Tenant of such default or termination, as the case may be.
  - c. In the event of default by Tenant under the provisions of this Lease, the Leasehold Mortgagee will have the same concurrent grace periods as are given to Tenant for remedying such default or causing it to be remedied, plus, in each case, an additional period of thirty (30) days after the expiration thereof or after the Landlord has served notice or a copy of a notice of default on the Leasehold Mortgagee, whichever is later.
  - d. The term "Incurable Default" as used herein means any default which cannot be reasonably cured by the Leasehold Mortgagee. The term "Curable Default" means any default under this Lease which is not an Incurable Default. In the event of any Curable Default under this Lease, and if prior to expiration of the applicable grace period specified in section (c) of this Section, the Leasehold Mortgagee shall give Landlord written notice that it intends to undertake the curing of such default, or causes same to be cured, or commences to exercise its rights to acquire the leasehold

interest of Tenant by foreclosure or otherwise, and shall promptly commence and then proceed with all due diligence to do so, whether by performance on behalf of Tenant of its obligations under this Lease, or by entry on the Premises by foreclosure or otherwise, then Landlord will not terminate or take any action to effect termination of this Lease or re-enter, take possession of or re-let the Premises or similarly enforce performance of this Lease so long as rent is timely paid and the Leasehold Mortgagee is, with all due diligence and in good faith, engaged in the curing of such default, or effecting such foreclosure, and provided that the Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if such default shall be cured.

- e. In the event that this Lease is terminated by the Landlord on account of any Incurable Default or for any other reason whatsoever, or in the event Tenant's interest under this Lease shall be sold, assigned or transferred pursuant to the exercise of any remedy of the Leasehold Mortgagee or pursuant to judicial proceedings, and if (i) no rent or other charges shall then be due and payable under this Lease; (ii) the Leasehold Mortgagee arranges to pay any rent or other charges as such become due and payable; and (iii) the Leasehold Mortgagee shall have arranged to the reasonable satisfaction of Landlord to cure any curable default of Tenant under this Lease, then Landlord, within thirty (30) days after receiving a written request therefor, which shall be given within sixty (60) days after written notice of such termination or transfer is provided to Leasehold Mortgagee and upon payment to Landlord of all expenses, including attorneys' fees, incident thereto, will execute and deliver a new lease of the Premises to the Leasehold Mortgagee or its nominee or to the purchaser, assignee or transferee, as the case may be, for the remainder of the term of this Lease, containing the same covenants, agreements, terms, options, provisions and limitations as are contained herein. During the period following such termination or transfer until the execution and delivery of such new lease, Landlord shall do nothing which would give rise to any liens upon the fee or leasehold estate. Upon the execution and delivery of such new lease, the tenant, in its own name or in the name of Landlord, may take all appropriate steps as shall be necessary to remove Tenant from the Premises, but Landlord shall not be subject to, and Leasehold Mortgagee shall indemnify and hold Landlord harmless from, any liability, including but not limited to damages, claims, fees, including reasonable attorneys' fees, costs or expenses in connection therewith; and said tenant shall pay all such fees, including attorneys' fees, costs and expenses, or on demand, make reimbursement therefor to Landlord.
- f. This Lease may be assigned, without the consent of Landlord, to or by the Leasehold Mortgagee or its nominee, pursuant to foreclosure or similar proceedings, or the sale, assignment or other transfer of this Lease in lieu thereof, or the exercise of any other right, power or remedy of the Leasehold Mortgagee. Any Leasehold Mortgagee who acquires title to the leasehold estate shall only be liable for obligations accruing under this Lease during the time such Leasehold Mortgagee holds title to the leasehold estate, unless prior notice of any breach of Tenant's obligations under this Lease has been provided to such Leasehold Mortgagee.
- g. No surrender (except surrender upon the expiration of the term of this Lease or upon termination by Landlord pursuant to and subject to provisions of this Lease) by Tenant

to Landlord of this Lease, or of the Premises, or any part thereof, or any interest therein, and no termination of this Lease by Tenant shall be valid or effective and neither this Lease nor any of the terms hereof may be amended, modified, changed or canceled without the prior written consent of Leasehold Mortgagee. The provisions of this article are for the benefit of and are to be enforced by the Leasehold Mortgagee.

- h. There shall be no merger of this Lease, of any interest in this Lease, or of the leasehold estate created hereby with the fee estate in the leased land, by reason of the fact that this Lease or such interest therein or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the leased land, or any interest in such fee estate, nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created hereby may be conveyed or mortgaged in a leasehold mortgage to a Leasehold Mortgagee who shall hold the fee estate in the leased land or any interest of the Landlord under this Lease.
  - i. Landlord and Tenant shall cooperate in including in this Lease by suitable amendment, from time to time, any provision which may reasonably be requested by any proposed Leasehold Mortgagee for the purpose of implementing the mortgagee protection provisions contained in this Lease and allowing such mortgagee reasonable means to protect or preserve the lien of the leasehold mortgage upon the occurrence of a default under the terms of this Lease. Landlord and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not, in any way, affect the term or rent under this Lease nor otherwise, in any material respect, adversely affect any rights of Landlord under this Lease.
18. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time, in form and substance reasonably satisfactory to Landlord. Such instruments may include, but are not limited to an Estoppel Certificate or Memorandum of Lease that may be recorded in the appropriate registry of deeds. Landlord also agrees to cooperate, at Tenant's sole cost, with Tenant's efforts to obtain all private and public consents related to Tenant's Permitted Use.
19. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground improvements from the Premises within ninety (90) days. In addition, at Landlord's sole discretion, Landlord may require Tenant to remove all subsurface improvements to a depth of twenty-four (24) inches below the surface of the ground. Tenant shall restore the Premises and the Easement Area to its original condition, reasonable wear and tear excepted. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground, utility, and civil improvements existing more than twenty-four (24) inches below the surface of the ground. Landlord will remove any equipment it has installed on the Improvements pursuant to Section 5 within sixty (60) days of the expiration or termination of this Lease.

20. Quiet Enjoyment.

- a. Landlord hereby warrants to Tenant, that upon Tenant paying the rent and other sums and charges to be paid by it as herein provided, when due, and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, Tenant shall have and enjoy the Premises during the term and any extended term of this Lease, without hindrance or molestation by anyone.
- b. Landlord represents and warrants to Tenant that it is the owner of the fee simple title in and to the Premises and has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder. Landlord represents and warrants to Tenant that at the time of the commencement of the term hereof, sole and undisturbed physical possession of the entire Premises will be delivered to Tenant. Landlord may sell the Property, provided it is sold subject to this Lease. Any instrument of conveyance shall specifically refer to this Lease.
- c. Landlord hereby represents that it has provided a complete IRS form W-9 to Tenant prior to the Execution Date and covenants that it will provide a complete IRS form W-9 to Tenant upon Tenant's reasonable request at any time during the Term and, specifically and without limiting the foregoing, within thirty (30) days prior to the end of the calendar year.

21. Subordination and Non-Disturbance. This Lease shall not be a lien against the Premises superior in respect to any mortgages that now or may hereafter be placed upon the Premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease irrespective of the date of recording and the Tenant agrees to execute any reasonable instrument, without cost to Landlord, which may be deemed necessary or desirable, to further effect the subordination of this Lease to any such mortgage or mortgages; provided, however, that such instrument may not, in any manner, require the modification of any of the terms or conditions of this Lease; and further provided, however, that so long as Tenant is not in default under this Lease beyond any cure periods, any holder of a mortgage will not disturb Tenant's use, possession and enjoyment of the Premises nor will Tenant's rights under the Lease be impaired in any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to such mortgage. Notwithstanding the foregoing to the contrary, if requested by Tenant, Landlord agrees to obtain from the holder of any such mortgage and deliver to Tenant, an agreement, in recordable form and form reasonably satisfactory to Tenant, evidencing the mortgagee's agreement not to disturb the Tenant during the Term so long as Tenant is not in default hereunder.

22. Environmental Warranty.

- a. Notwithstanding any other provision of this Lease to the contrary, it shall be Landlord's sole responsibility, without cost or expense to Tenant, to comply with any and all present and future environmental statutes and any regulations promulgated thereunder (collectively "Environmental Provisions") which apply to the Premises as a consequence of any condition which existed prior to Tenant taking possession of the Premises or which came into existence after Tenant took possession of the

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Premises, if such condition was not caused by Tenant. This responsibility shall include, but shall not be limited to, the submission of all information required thereunder by any governmental authority and the development and implementation of any cleanup plan required because of any spill or discharge of a hazardous substance or waste on the Premises. Landlord shall indemnify, defend by counsel satisfactory to Tenant, and hold Tenant harmless from and against any and all liabilities, losses and costs, including, without limitation, Tenant's reasonable attorneys fees, which Tenant may incur by reason of Landlord's failure to comply with the foregoing.

- b. It shall be Tenant's sole responsibility, without cost or expense to Landlord, to comply with any Environmental Provisions which apply to the Premises as a consequence of any condition which came into existence after Tenant took possession of the Premises, and if, and only if, such condition was caused by Tenant, its agents, contractors or business invitees. This responsibility shall include, but not be limited to, the submission of all information required thereunder by any governmental authority and the development and implementation of any cleanup plan required because of any spill or discharge of a hazardous substance or waste on the Premises. Tenant shall indemnify and hold Landlord harmless from and against any and all liabilities, losses and costs, including, without limitation, Landlord's reasonable attorneys fees, which Landlord may incur by reason of Tenant's failure to comply with the foregoing.
- c. The provisions in this Section 23 shall survive the expiration or earlier termination of this Lease

23. Notices. Any notice, request or demand ("Notice") required to be given pursuant to this Lease must be in writing and are effective if delivered by messenger, sent by overnight delivery service, or deposited in the United States mail, first class, certified, receipt requested and prepaid, addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender. Any such Notice shall be deemed given on the date of receipt or, if delivery is refused, the date when last delivery is attempted and refused.

TENANT:

Oxford County  
PO Box 79- 26 western Avenue, South Paris, Maine 04281  
207-743-9554

WITH A COPY TO:

Skelton Taintor & Abbott  
ATTN: Amy Dieterich  
500 Canal Street, Lewiston, Maine 04240  
207-784-3200



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LANDLORD:

Town of Sweden  
147 Bridgeton Road, Sweden, Maine 04040  
207-647-3944

WITH A COPY TO:

Leah B. Rachin, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

24. Attorneys' Fees. In any action or proceeding at law or in equity, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.
25. Choice of Law. This Lease shall be governed by the laws of the State of Maine.
26. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.
27. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
28. Headings. Headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
29. Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application of such term or provision to any person or circumstance at any time, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
30. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
31. Errors and Omissions. Landlord and Tenant agree as part of consideration for this Lease to cooperate fully in executing any and all documents (including amendments to this Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms of this Lease and intent of the parties.

32. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding until both parties execute the Lease.

33. Signs. Tenant shall have the right to identify the Access road at its intersection with the public highway with an unlit sign complying with state or local ordinances. Upon the expiration or termination of this Lease, any such sign shall be removed in accordance with Removal rights and obligations contained herein.

34. Holding Over. In the event Tenant continues to occupy the Premises after the last day of the term or any extended term of this Lease, and the Landlord elects to accept rent thereafter, a tenancy from month to month shall be created and not for any longer period. Such tenancy shall be upon the same terms and conditions as set forth in this Lease as would be applicable thereto. However, the rent will increase 10% annually on the anniversary date of this Lease.

35. Right of First Refusal. Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises or the Easement Area; (b) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (c) any other legally recognizable interest in the Premises or Easement Area that Landlord may seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving the Property, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer Landlord's Interest (collectively, the "Right of First Refusal Notice"). Tenant shall have fifteen (15) days from the receipt of such notice to notify Landlord in writing whether Tenant desires to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("Tenant Approval Period"). Landlord and Tenant shall then promptly execute a purchase and sale agreement to sell the Landlord's Interest to Tenant on the terms specified in the Offer and upon other terms typical to commercial real estate transactions in Oxford County, Maine. If Tenant shall either: (a) deliver written notice of rejection of the Right of First Refusal Notice to Landlord; or (b) fail to deliver written notice of acceptance of the Right of First Refusal Notice within the Tenant Approval Period, Tenant's right of first refusal pursuant to this Section shall be deemed to be waived.

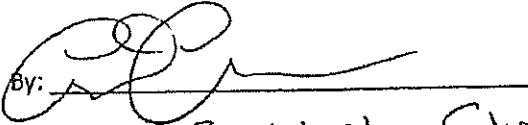
[Signature & Acknowledgement Page(s) Follows]

Site Number: N/A  
Location: Sweden, Maine  
Version: APR 2024

Signature & Acknowledgment Page(s)

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease Agreement as of the latest Execution Date.

LANDLORD: Town of Sweden

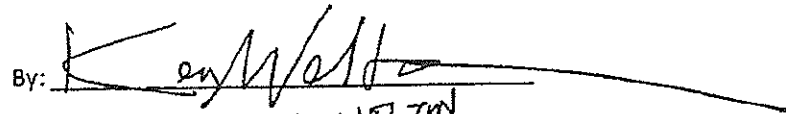
By: 

Printed Name: Christopher Chadbourne

Its: Selectman

Date: 9/10/2024

LANDLORD: Town of Sweden

By: 

Printed Name: KERRY WELTON

Its: Selectman

Date: 9/10/2024

LANDLORD: Town of Sweden

By: 

Printed Name: Nils Johnson

Its: Selectman

Date: 9/10/2024

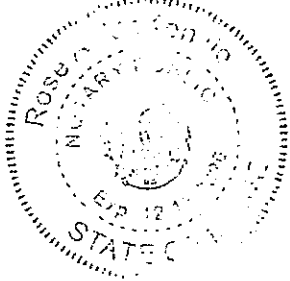
Site Number: N/A  
Location: Sweden, Maine  
Version: APR 2024

State of Maine

County of Oxford

September 10, 2024

Then personally appeared before me the above-named Christopher Chadbourne, <sup>Notary</sup> ~~Selectman~~  
of the Town of Sweden, and acknowledged the foregoing to  
be their free act and deed in their said capacity.



Before me,

Rose A. McKenzie

Notary Public/~~Attorney at Law~~

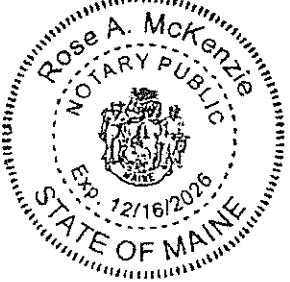
Printed Name: Rose A. McKenzie

State of Maine

County of Oxford

September 10, 2024

Then personally appeared before me the above-named Kerry Welton, ~~Selectman~~ <sup>Notary</sup>  
of the Town of Sweden, and acknowledged the foregoing to  
be their free act and deed in their said capacity.



Before me,

Rose A. McKenzie

Notary Public/~~Attorney at Law~~

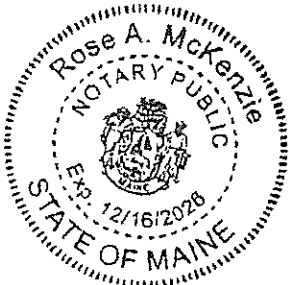
Printed Name: Rose A. McKenzie

State of Maine

County of Oxford

September 10, 24

Then personally appeared before me the above-named Nils Johnson ~~Selectman~~ <sup>Notary</sup>  
of the Town of Sweden, and acknowledged the foregoing to  
be their free act and deed in their said capacity.



Before me,

Rose A. McKenzie

Notary Public/~~Attorney at Law~~

Printed Name: Rose A. McKenzie

COPY

Site Number: N/A  
Location: Sweden, Maine  
Version: APR 2024

TENANT: Oxford County

By: [Signature]  
Printed Name: TONY CARTER

Its: Commissioner  
OXFORD COUNTY COMMISSION PROJECT MANAGER

Date: 10/2/2024

State of Maine

County of Oxford

October 2, 2024

Then personally appeared before me the above-named Tony Carter  
Project Manager of Oxford County, and acknowledged the foregoing  
to be his/her free act and deed and the free act and deed of said Grand Lease Agreement

Before me,

[Signature]  
Notary Public/Attorney-at-Law  
Printed Name: Mary Britton

MARY BRITTON  
NOTARY PUBLIC  
State of Maine  
My Commission Expires  
September 4, 2026

COPY

Site Number: N/A  
Location: Sweden, Maine  
Version: APR 2024

Exhibit A  
(Legal Descriptions and Depiction)

50' EASEMENT:

That tract of land located on the southwesterly sideline of State Route 93, in Sweden, Oxford County, Maine, being more particularly described as follows:  
Commencing at a 1/2" Rebar on the southwesterly side line of State Route 93, said point being the point of beginning;  
Thence S 39° 48' 14" E, and 26.71 feet along the southwesterly sideline of State Route 93 to a point;  
Thence S 65° 07' 53" W and 89.32 feet to a point;  
Thence S 51° 43' 04" W and 177.13 feet to a 5/8" capped rebar stamped PLS2189;  
Thence S 57° 08' 36" W and 100.00 feet to a 5/8" capped rebar stamped PLS2189;  
Thence N 32° 51' 24" W and 50.00 feet to a point;  
Thence N 57° 08' 36" E and 97.64 feet to a point;  
Thence N 51° 45' 04" E and 180.65 feet to a point;  
Thence N 65° 07' 53" E and 84.69 feet to a point on the southwesterly sideline of State Route 93;  
Thence S 31° 43' 27" E and 7.07 feet along the southwesterly sideline of State Route 93 to a point;  
Thence S 34° 00' 56" E and 17.40 feet along the southwesterly sideline of State Route 93 to the said point of beginning;  
Bearings are based on Grid North.

10' UTILITY EASEMENT:

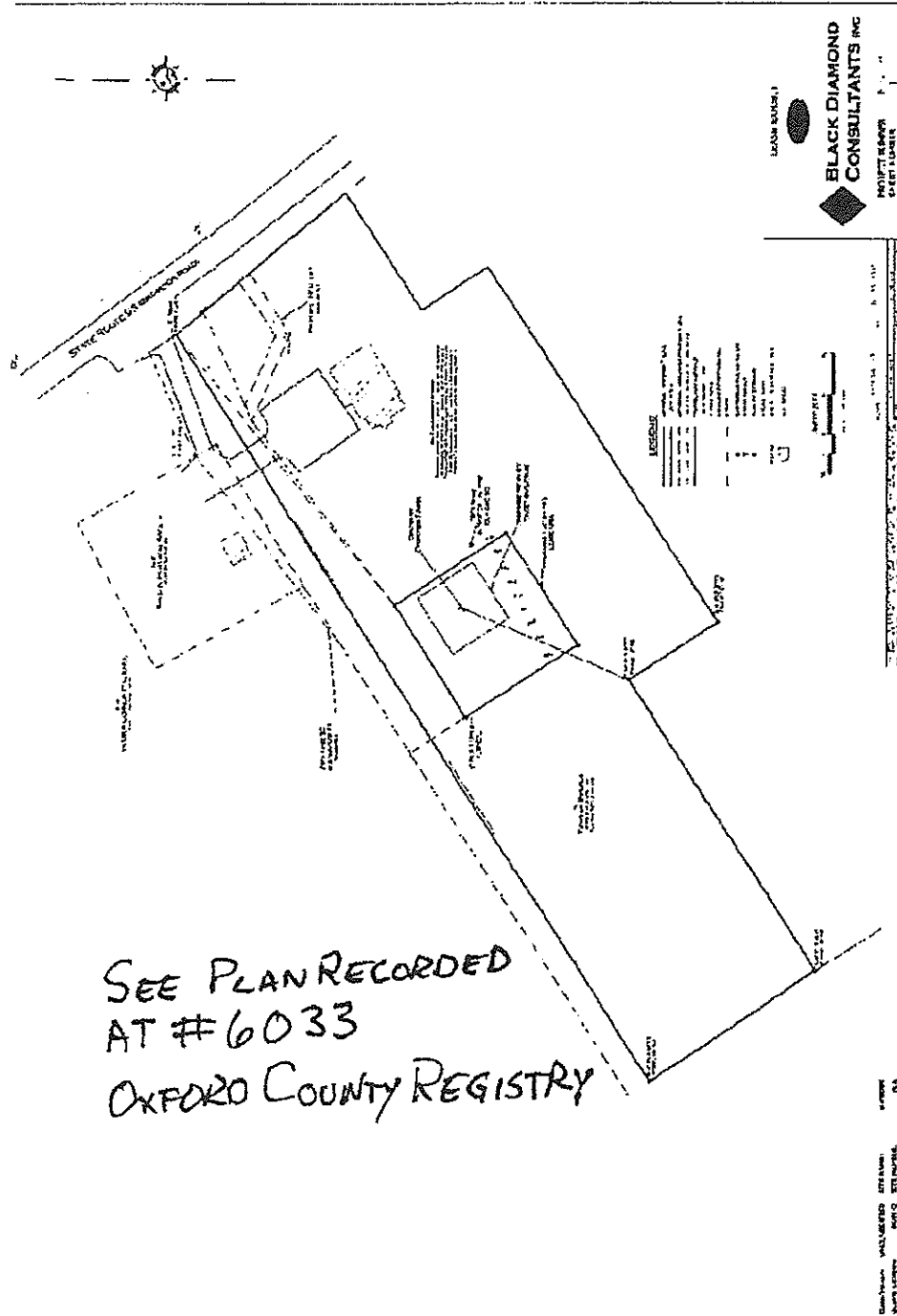
That tract of land located on the southwesterly sideline of State Route 93, in Sweden, Oxford County, Maine, being more particularly described as follows:  
Commencing at a 1/2" Rebar on the southwesterly side line of State Route 93;  
Thence S 39° 48' 14" E and 62.13 feet along the southwesterly sideline of State Route 93 to the point of beginning;  
Thence S 39° 48' 14" E and 10.04 feet continuing along the southwesterly sideline of State Route 93 to a point;  
Thence S 54° 59' 20" W and 56.23 feet to a point;  
Thence N 65° 11' 30" W and 70.60 feet to a point;  
Thence N 65° 07' 53" E and 13.12 feet to a point  
Thence S 65° 11' 30" E and 56.36 feet to a point;  
Thence N 54° 59' 20" E and 49.64 feet to the said point of beginning;  
Bearings are based on Grid North.

PREMISES:

That tract of land located 290 feet, more or less, southwesterly from State Route 93, in Sweden, Oxford County, Maine, being more particularly described as follows:  
Beginning at a point, marking the most northerly corner marked by a 5/8" capped rebar stamped PLS2189 of the herein described parcel, said point being the point of beginning  
Thence S 32° 51' 24" E and 100.00 feet to a 5/8" capped rebar stamped PLS2189;  
Thence S 57° 08' 36" W and 100.00 feet to a 5/8" capped rebar stamped PLS2189;  
Thence N 32° 51' 24" W and 100.00 feet to a 5/8" capped rebar stamped PLS2189;  
Thence N 57° 08' 36" E and 100.00 feet to the Point of Beginning.  
Meaning and intending to be 10,000 square feet of land.  
Bearings are based on Grid North.

Site Number: N/A  
Location: Sweden, Maine  
Version: APR 2024

Pictorial Representation of The Premises



Site Number: N/A  
Location: Sweden, Maine  
Version: APR 2024

~~Exhibit B~~ - E

Memorandum of Lease Form


SEE BOOK 5836 PAGE 338

COPY



Prepared by and return to:  
Skelton Taintor & Abbott  
Amy Dieterich  
500 Canal Street  
Lewiston, Maine 04240

Site Name: Sweden  
Site Number: N/A  
County: Oxford  
State: Maine

Receipt # 218545  
  
Bk 5836 PG 338  
10/03/2024 10:22:57 AM  
Pages 5  
LEASE  
Instr # 12386  
Cher L Crockett Register of Deeds OXFORD COUNTY

**MEMORANDUM OF LEASE**

MEMORANDUM OF LEASE made this 16<sup>th</sup> day of September 2024 pursuant to Title 33 M.R.S.A. § 201, with respect to the following described Lease:

DATE OF LEASE: September 10 2024.

**LANDLORD:** The Town of Sweden, with a mailing address of 147 Bridgeton Road Sweden, Maine 04040 ("Landlord").

**TENANT:** Oxford County, a body corporate under the laws of the State of Maine, with a place of business in South Paris, Oxford County, Maine, and mailing address of PO Box 79 -26 Western Avenue South Paris, Maine 04281 ("Tenant").

**DESCRIPTION OF LEASED PREMISES:** A certain lot or parcel of land located in Sweden, Maine, being a portion of the premises described in a deed recorded in Book 461, Page 502 of the Oxford County Registry of Deeds, as more particularly described in Exhibit A as the "Premises", annexed hereto and made a part hereof.

**DESCRIPTION OF EASEMENT:** Certain lots or parcel of lands located in Sweden, Maine, being a portion of the premises described in a deed recorded in Book 461 Page 502 of the Oxford County Registry of Deeds, as more particularly described in Exhibit A as the "50' Easement" and the "10' Utility Easement" annexed hereto and made a part hereof.

**INITIAL TERM:** This Lease shall commence as of the Construction Commencement Date, as defined in the Lease, and shall expire after ten (10) years, as defined in the Lease, unless such Lease is renewed by Tenant.

**RENEWAL OPTIONS:** Tenant has the option to renew the Lease for eight (8) successive five (5) year extensions, each of which shall automatically commence upon the expiration of the

immediately preceding term of the Lease, unless such automatic extension is terminated by Tenant in accordance with the Lease.


**RIGHT OF FIRST REFUSAL:** Tenant (or its assignee or designee) shall have the right of first refusal to purchase fee ownership of all or any part of the Premises or the Easement Area in accordance with the provisions set forth in the Lease.

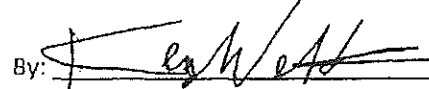
This Memorandum of Lease is prepared for recording and for the purpose of making a public record of said Lease dated September 10, 2024, as well as the leasehold interest and easements granted therein, and it is intended that the parties shall be subject to all of the provisions of said Lease and that nothing herein shall be deemed to alter any of the terms or provisions of said Lease.

IN WITNESS WHEREOF, The Town of Sweden, Landlord, has executed this Memorandum of Lease as of the day and year first above written.

LANDLORD: Town of Sweden

LANDLORD: Town of Sweden

By: 

By: 


Printed Name: Christopher Chubbow

Printed Name: Kerry Wertz

Its: Selectman

Its: Selectman

LANDLORD: Town of Sweden

By: 

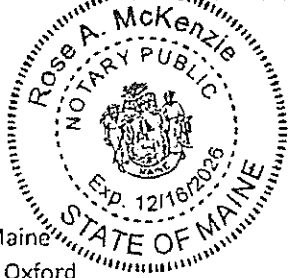
Printed Name: Nils Johnson

Its: Selectman

State of Maine  
County of Oxford

September 10, 2024

Then personally appeared before me the above-named Christopher Chubb, <sup>business</sup> Selectman of the Town of Sweden, and acknowledged the foregoing to be their free act and deed in their said capacity.



Before me,

Rose A. McKenzie

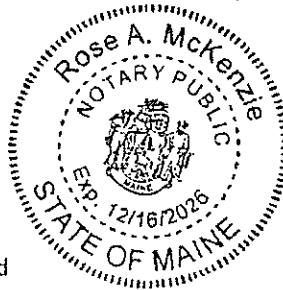
Notary Public/~~Attorney at Law~~

Printed Name: Rose A. McKenzie

State of Maine  
County of Oxford

September 10, 2024

Then personally appeared before me the above-named Kerry Welton, Selectperson of the Town of Sweden, and acknowledged the foregoing to be their free act and deed in their said capacity.



Before me,

Rose A. McKenzie

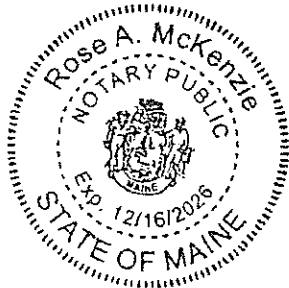
Notary Public/~~Attorney at Law~~

Printed Name: Rose A. McKenzie

State of Maine  
County of Oxford

September 10, 2024

Then personally appeared before me the above-named Mrs Johnson, Selectman of the Town of Sweden, and acknowledged the foregoing to be their free act and deed in their said capacity.



Before me,

Rose A. McKenzie

Notary Public/~~Attorney at Law~~

Printed Name: Rose A. McKenzie

COPY

TENANT: Oxford County

10/2/2024

By: [Signature]

Printed Name: TONY CARTER

Its: ~~Commissioner~~ OXFORD COUNTY COMMISSION PROJECT MANAGER

State of Maine  
County of Oxford

October 2, 24

Then personally appeared before me the above-named Tony Carter  
Project manager of Oxford County, and acknowledged the foregoing to be  
his/her free act and deed and the free act and deed of said Memorandum of Lease.

Before me,

[Signature]

Notary Public/Attorney-at-Law

Printed Name: Mary Britton

MARY BRITTON  
NOTARY PUBLIC  
State of Maine  
My Commission Expires  
September 4, 2026

[Faint Stamp]

**Exhibit A**  
**(Legal Descriptions)**

**50' EASEMENT:**

That tract of land located on the southwesterly sideline of State Route 93, in Sweden, Oxford County, Maine, being more particularly described as follows:  
Commencing at a 1/2" Rebar on the southwesterly side line of State Route 93, said point being the point of beginning;  
Thence S 39° 48' 14" E, and 26.71 feet along the southwesterly sideline of State Route 93 to a point;  
Thence S 65° 07' 53" W and 89.32 feet to a point;  
Thence S 51° 45' 04" W and 177.13 feet to a 5/8" capped rebar stamped PLS2189;  
Thence S 57° 08' 36" W and 100.00 feet to a 5/8" capped rebar stamped PLS2189;  
Thence N 32° 51' 24" W and 50.00 feet to a point;  
Thence N 57° 08' 36" E and 97.64 feet to a point;  
Thence N 51° 45' 04" E and 180.65 feet to a point;  
Thence N 65° 07' 53" E and 84.69 feet to a point on the southwesterly sideline of State Route 93;  
Thence S 31° 43' 27" E and 7.07 feet along the southwesterly sideline of State Route 93 to a point;  
Thence S 34° 00' 56" E and 17.40 feet along the southwesterly sideline of State Route 93 to the said point of beginning;  
Bearings are based on Grid North.

**10' UTILITY EASEMENT:**

That tract of land located on the southwesterly sideline of State Route 93, in Sweden, Oxford County, Maine, being more particularly described as follows:  
Commencing at a 1/2" Rebar on the southwesterly side line of State Route 93;  
Thence S 39° 48' 14" E and 62.13 feet along the southwesterly sideline of State Route 93 to the point of beginning;  
Thence S 39° 48' 14" E and 10.04 feet continuing along the southwesterly sideline of State Route 93 to a point;  
Thence S 54° 59' 20" W and 56.23 feet to a point;  
Thence N 65° 11' 30" W and 70.60 feet to a point;  
Thence N 65° 07' 53" E and 13.12 feet to a point  
Thence S 65° 11' 30" E and 56.36 feet to a point;  
Thence N 54° 59' 20" E and 49.64 feet to the said point of beginning;  
Bearings are based on Grid North.

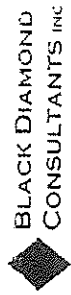
**PREMISES:**

That tract of land located 290 feet, more or less, southwesterly from State Route 93, in Sweden, Oxford County, Maine, being more particularly described as follows:  
Beginning at a point, marking the most northerly corner marked by a 5/8" capped rebar stamped PLS2189 of the herein described parcel, said point being the point of beginning  
Thence S 32° 51' 24" E and 100.00 feet to a 5/8" capped rebar stamped PLS2189;  
Thence S 57° 08' 36" W and 100.00 feet to a 5/8" capped rebar stamped PLS2189;  
Thence N 32° 51' 24" W and 100.00 feet to a 5/8" capped rebar stamped PLS2189;  
Thence N 57° 08' 36" E and 100.00 feet to the Point of Beginning.  
Meaning and intending to be 10,000 square feet of land.  
Bearings are based on Grid North.

COPY

Lead Exhibit

7/2/10



4000 17th Ave S  
Suite 1000

17th Ave S  
Suite 1000  
Phoenix, AZ 85004  
Tel: 602.998.1100  
Fax: 602.998.1101  
www.blackdiamond.com

COPY

## ATTACHMENT #4

### FEES

#### APPLICATION FEES FOR SWEDEN SITE

(APPLICATION FEES BASED ON  
Sweden Fees and Penalties schedule)

Conditional Use Permit .....	\$50.00
<b>APPLICATION FEE .....</b>	<b>\$50.00</b>

APPLICATION FEE PAID BY BDC CHECK #      21161

## **ATTACHMENT #5**

### **LETTER OF AUTHORIZATION**



## **ATTACHMENT #6**

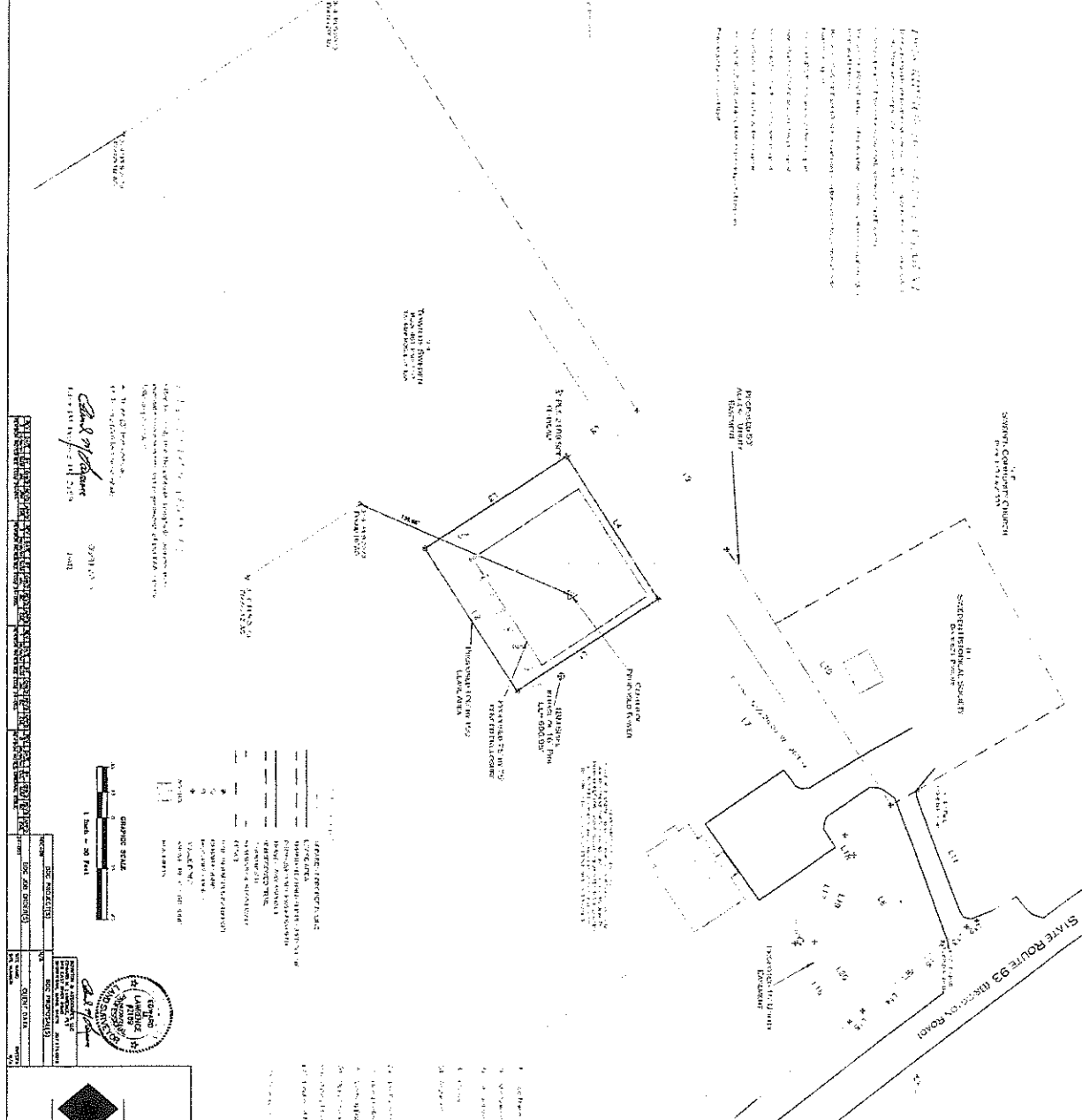
### **PROJECT ENGINEERING DRAWINGS**



Classification: **SWEDEN**  
 Quality Category: **N/A**  
 SITE NAME: **SWEDEN**  
 SITE NUMBER: **N/A**

LINE	BEARING	DISTANCE
1	S 57°08'36" E	100.00
2	S 57°08'36" W	100.00
3	N 57°51'24" W	100.00
4	N 57°08'36" E	100.00
5	S 30°48'14" E	78.71
6	S 65°07'53" W	89.32
7	S 51°45'04" W	177.13
8	N 21°08'54" E	97.09
9	N 21°08'54" E	97.09
10	N 51°43'27" E	70.70
11	N 65°07'53" E	84.69
12	S 31°43'27" E	174.00
13	S 30°48'14" E	35.43
14	S 57°08'36" E	100.00
15	S 57°08'36" W	100.00
16	N 57°51'24" W	100.00
17	N 65°07'53" E	13.12
18	N 65°07'53" E	13.12
19	S 65°11'30" E	56.36
20	N 54°58'20" E	49.64

**PROPERTY DESCRIPTION**  
 The property is located in the SWEDEN area, bounded by the following lines:  
 1. S 57°08'36" E 100.00  
 2. S 57°08'36" W 100.00  
 3. N 57°51'24" W 100.00  
 4. N 57°08'36" E 100.00  
 5. S 30°48'14" E 78.71  
 6. S 65°07'53" W 89.32  
 7. S 51°45'04" W 177.13  
 8. N 21°08'54" E 97.09  
 9. N 21°08'54" E 97.09  
 10. N 51°43'27" E 70.70  
 11. N 65°07'53" E 84.69  
 12. S 31°43'27" E 174.00  
 13. S 30°48'14" E 35.43  
 14. S 57°08'36" E 100.00  
 15. S 57°08'36" W 100.00  
 16. N 57°51'24" W 100.00  
 17. N 65°07'53" E 13.12  
 18. N 65°07'53" E 13.12  
 19. S 65°11'30" E 56.36  
 20. N 54°58'20" E 49.64



**BLACK DIAMOND CONSULTANTS INC**  
 PROJECT NUMBER: **NDC-08**  
 SHEET NUMBER: **S1**

**PLANT PLAN**

DATE: **08/11/11**  
 DRAWN BY: **AL**  
 CHECKED BY: **AL**

**NOTES**  
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
 2. THE PROPERTY IS BOUNDARY SURVEYED.  
 3. THE PROPERTY IS LOCATED IN THE SWEDEN AREA.  
 4. THE PROPERTY IS BOUNDARY SURVEYED.  
 5. THE PROPERTY IS BOUNDARY SURVEYED.





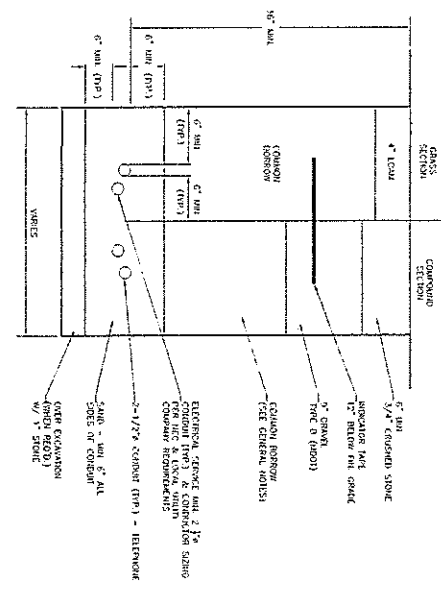




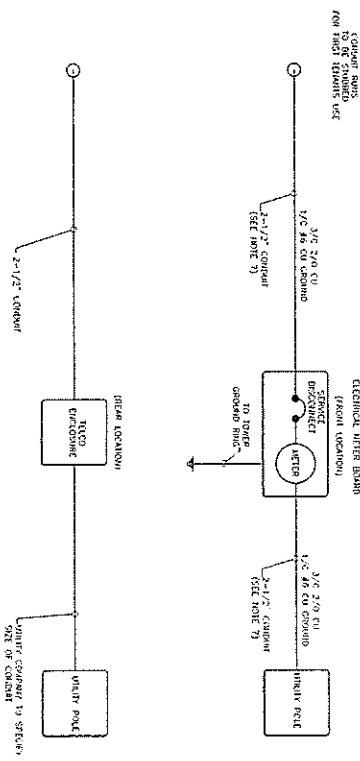




Classification: NDC-008  
 Quality Category: 1  
 SITE NAME: SWERD  
 SITE NUMBER: 11/A



**1 TYPICAL ELECTRICAL/TELEPHONE TRENCH SECTION**  
 SCALE: 1/8\"/>



**2 ELECTRICAL/TELEPHONE ONE LINE DIAGRAM**  
 SCALE: 1/8\"/>

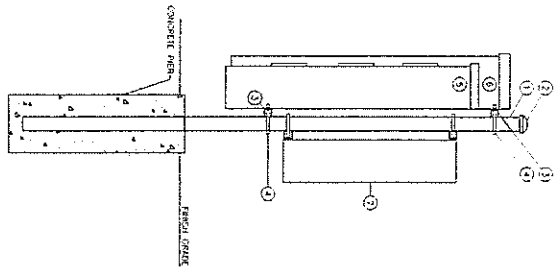
DATE	DESCRIPTION	BY	CHKD
02/28/2011	ISSUE FOR PERMITS	WJ	WJ
02/28/2011	ISSUE FOR PERMITS	WJ	WJ
02/28/2011	ISSUE FOR PERMITS	WJ	WJ
02/28/2011	ISSUE FOR PERMITS	WJ	WJ

**BLACK DIAMOND CONSULTANTS INC**

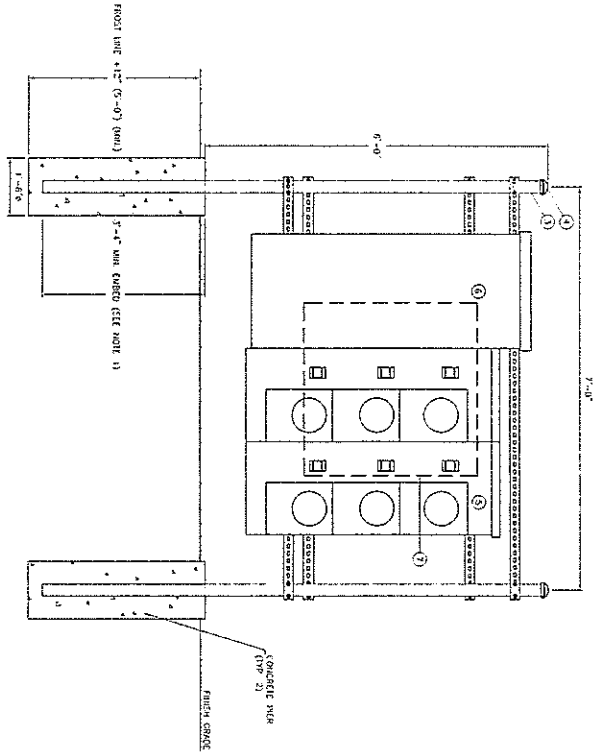
PROJECT NUMBER: NDC-08  
 SHEET NUMBER: E1

- REVISIONS:**
1. CONTRACTOR SHALL COMPLY WITH REGULATIONS, SAFETY, AND PERMITS REQUIREMENTS.
  2. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SWERD.
  3. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND SERVICES AT ALL TIMES.
  4. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK PERFORMED.
  5. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL MATERIALS USED.
  6. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL LABORERS EMPLOYED.
  7. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL EQUIPMENT USED.
  8. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL TOOLS AND EQUIPMENT USED.
  9. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL SAFETY INCIDENTS.
  10. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL ACCIDENTS.
  11. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL INJURIES.
  12. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL DEATHS.
  13. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL PROPERTY DAMAGE.
  14. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL ENVIRONMENTAL VIOLATIONS.
  15. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL REGULATORY VIOLATIONS.
  16. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL COMPLAINTS.
  17. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL DISPUTES.
  18. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL LITIGATION.
  19. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL ARBITRATION.
  20. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL MEDIATION.
  21. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL NEGOTIATIONS.
  22. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL SETTLEMENTS.
  23. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL COURT DECISIONS.
  24. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL APPEALS.
  25. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL REVISIONS.
  26. CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CORRECTIVES.

**ELECTRICAL AND TELEPHONE DETAILS**

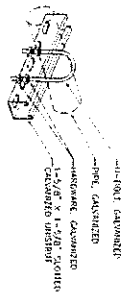


**ELECTRICAL METER BOARD SIDE ELEVATION**  
SCALE: 1/8" = 1'-0"



**ELECTRICAL METER BOARD FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"

ITEM	DESCRIPTION
1	CONCRETE PIPE
2	FRONT LINE +12\"/>
3	CONCRETE PIPE
4	FRONT LINE +12\"/>
5	ELECTRICAL METER BOARD
6	ELECTRICAL METER BOARD
7	ELECTRICAL METER BOARD



**UNSTRUT AND GALVANIZED PIPE CONNECTION DETAIL**  
SCALE: 1/8" = 1'-0"

**NOTE:**  
1. FOR BURIED USE, IN 12\"/>

Classification:	SWEDEN
Quality Category:	N/A
Site Name:	
Site Number:	

Project Name:	
Project Number:	
Sheet Number:	

**BLACK DIAMOND CONSULTANTS INC**

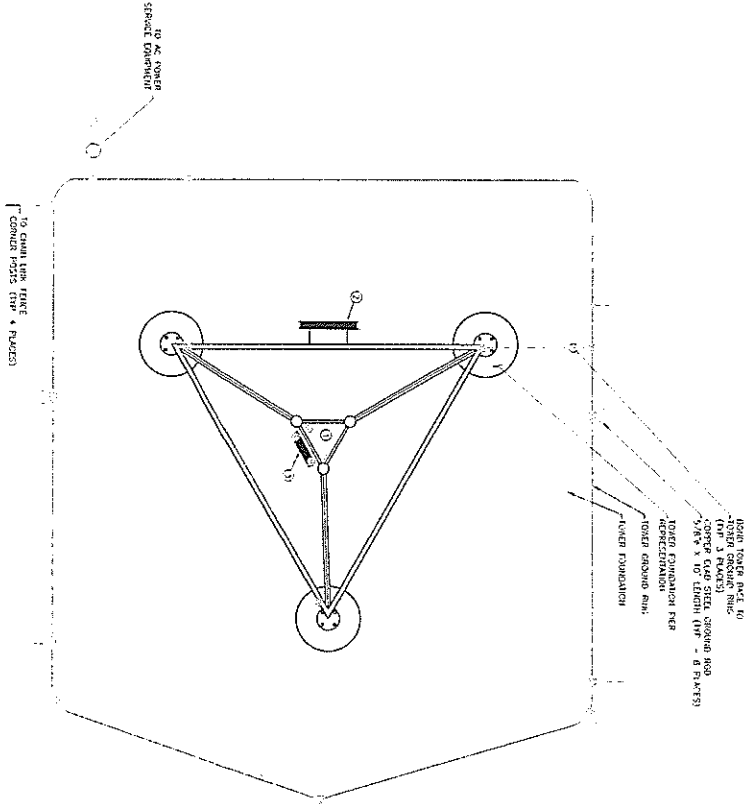
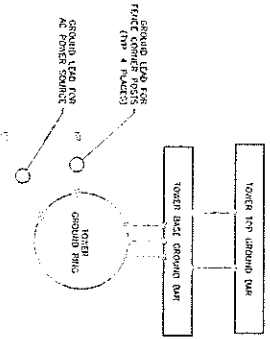


**ELECTRICAL METER DETAILS**

PROJECT NUMBER: NDC-06  
SHEET NUMBER: E-2

REVISION
1. INITIAL DESIGN
2. REVISED DESIGN
3. REVISED DESIGN

PROJECT SHEET
1. PROJECT NAME
2. PROJECT NUMBER
3. PROJECT LOCATION



Classification: SITE NAME: SWEDEN  
 Quality Category: SITE NUMBER: I/A

PROJECT SHEET
1. PROJECT NAME
2. PROJECT NUMBER
3. PROJECT LOCATION

PROJECT NUMBER: NDC-08  
 SHEET NUMBER: E-3

**BLACK DIAMOND CONSULTANTS INC**

PROJECT NUMBER: NDC-08  
 SHEET NUMBER: E-3

GROUNDING DETAILS

1. GROUNDING INSTALLATION AND CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE FOLLOWING NOTES:
2. ALL GROUNDING SHALL BE MADE WITH 2/0 AWG COPPER BONDING BARS TO GROUND WITH GALVANIZED COPPER OR SMOOTHER BARS.
3. GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
4. GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
5. ALL GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
6. ALL GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
7. ALL GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
8. ALL GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
9. ALL GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
10. ALL GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
11. ALL GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
12. ALL GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
13. ALL GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
14. ALL GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
15. ALL GROUNDING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

## **ATTACHMENT #7**

### **TECHNICAL CAPABILITY**

## **BLACK DIAMOND CONSULTANT'S EXPERIENCE AND TRAINING**

Black Diamond Consultant's (BDC) has provided telecommunications design and licensing services in the State of Maine for several years and, as such, understands the processes for facilitating wireless network systems implementation. We have served the telecommunications industry in providing site acquisition, leasing, facility site licensing, site environmental assessment, site design, site construction management, and site development and construction schedule management. Site design and licensing are provided by professional engineers and site surveyors licensed in the State of Maine.

BDC has performed numerous environmental assessments for proposed telecommunication facilities throughout the State of Maine. These assessments include:

- Section 106 - Historic Preservation assessments under the Nationwide Programmatic Agreement (NPA) to determine the impact of the proposed telecommunication facility on historic preservation sites within the area, including archaeological artifacts and Indian tribe importance.
- Environmental assessment to determine whether a proposed telecommunication facility will have a significant environmental effect. The scope of the assessment includes effect on officially designated wilderness areas; officially designated wildlife preserves; listed threatened or endangered species or designated critical habitats; flood plains; wetland fill, and deforestation or water diversion.
- Phase I - Environmental assessment for hazardous and petroleum wastes in accordance with the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, ASTM - E 1527-05.
- Phosphorus Control - Development of Phosphorous Control Plans, in accordance with State regulations, to protect the water quality of downstream water bodies from construction and operation activities.

The BDC site design and construction management experience includes the design of site "erosion and sedimentation controls" for construction and site post construction permanent controls. The management oversight has included oversight of the implementation and maintenance of the erosion and sedimentation controls in accordance with engineering design plans and Maine Erosion and Sedimentation Control Handbook for Construction Best Management Practices.

BOC provides the necessary hydrology and hydraulics assessments of stormwater runoff for the proposed site in accordance with the Natural Resources Conservation Service developed hydrology techniques. Site stormwater runoff controls are developed for the site and identified in the BOC site engineering drawings.

Training at BOC on these assessments is provided at the BOC offices on an annual basis. Training provides instructions on the performance of the environmental assessments and controls in accordance with the BOC environmental implementing procedures. The training objectives are to improve the trainees understanding of the implementing procedures, the correlations between the implementing procedures and the associated regulations/standards, and changes to associated regulations/standards.

## ATTACHMENT #8

### HABITAT PROTECTION

As required by the Town of Sweden's Criteria Applicable to Conditional Uses in XIV.E.1. the proposed project was evaluated to determine the potential environmental effects of the proposed project. The evaluation and supporting consultations indicate that the proposed emergency communications tower will not have an adverse impact on the spawning grounds, fish, aquatic life, bird or other wildlife habitat as identified by the Maine Department of Inland Fisheries & Wildlife (MDIFW).

- In our review of the proposed project, BDC determined that the proposed project will not effect or is not likely to affect a federally protected species or its designated critical habitat.
- In our review of the proposed project, BDC determined that the proposed project is not likely to jeopardize the continued existence of any endangered or threatened species or likely to result in the destruction or adverse modification of proposed critical habitats.

#### *Northern Long Eared Bat*

Our review included a review of the location of the proposed tower compound and the access road to the project antenna site. Government records searched for the assessment indicated one endangered species, the Northern Long-Eared Bat, known to be in the project area. BDC's October 29, 2024 Wildlife and Rare Species Assessment Report evaluated the effect, if any, of the project on the Northern Long-Eared Bat. The report made a determination of no effect for the federally endangered Northern Long Eared-bat based on our submission in the Information Planning and Consultation (IPaC) system as our action area does not intersect an area where that species is likely to occur.

#### *Northern Spring Salamander*

The review identified one species of special concern, the Northern Spring Salamander, that may occur in the project area. MDIFW recommended 250-foot intact riparian buffer zones along all mapped and unmapped streams, with no new no development or permanent habitat conversion within this zone for the protection of Northern Spring Salamander habitat protection. There are no mapped streams within 250-feet of the project area.

#### *Bald Eagles*

The review found that no bald eagle nests are known to be associated with the property.

*Deer Wintering Areas*

The review identified that the project area is located adjacent to but outside of a Deer Wintering Area (DWA). MDIFW indicated that minimal impacts to this resource are anticipated by the proposed project.

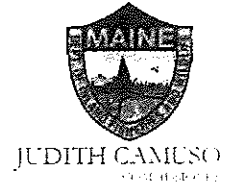
*Significant Vernal Pools*

Currently MDIFW Significant Wildlife Habitat (SWH) maps indicate no known presence of Significant Vernal Pools (SVPs) in the project search area.

Additional information on habitat protection and communications with MDIFW are attached.



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



August 16, 2024

Megan McGuire  
 Black Diamond Consultants  
 47 Enterprise Avenue  
 Gardiner, ME 04345

**RE: Information Request - Telecommunications Facility, Sweden Project ID 7814**

Dear Megan:

Per your request, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information sources for known locations of Endangered, Threatened, and Special Concern (Rare) species; designated Essential and Significant Wildlife Habitats; inland fisheries and aquatic habitats; and other protected natural resource concerns within the vicinity of the *Telecommunications Facility, Sweden* project, pursuant to MDIFW's authority. Please note that as project details are lacking, our comments should be considered preliminary.

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

***ENDANGERED, THREATENED, AND SPECIAL CONCERN SPECIES***

**Bat Species**

Of the eight species of bats that occur in Maine, four species are afforded protection under Maines Endangered Species Act (MESA, 12 M.R.S 12801 et. seq.): little brown bat (State Endangered), northern long-eared bat (State Endangered), eastern small-footed bat (State Threatened), and tri-colored bat (State Threatened). The four remaining bat species are designated as Species of Special Concern: big brown bat, red bat, hoary bat, and silver-haired bat. While a comprehensive statewide inventory for bats has not been completed, based on historical evidence it is likely that several of these species occur within the project area during spring/fall migration, the summer breeding season, and/or for overwintering. However, our Agency does not anticipate significant impacts to any of the bat species as a result of this project.

**Northern Spring Salamander**

Northern spring salamanders, a Special Concern – Rare species, may occur in the project area. Any instream work or work adjacent to high elevation streams in this area, including both unmapped perennial and intermittent streams, has the potential to impact this species. They can occur in first or second order perennial or intermittent, high elevation (generally at or above ~500 ft. MSL) headwater streams (mapped or unmapped) in hardwood or mixed forests, but they are also found in larger third order streams and rivers with suitable substrate (rock, cobble, gravel) within the documented range of primarily the western Maine mountains north and east into mountains of central Penobscot County, and in scattered locations in York and Cumberland



Counties. We recommend that surveys be conducted for this species within the project area, conducted by qualified biologists with experience surveying for this species, following MDIFW's most recent survey protocol. Alternatively, we recommend 250-foot intact riparian buffer zones along all mapped and unmapped streams, with no new no development or permanent habitat conversion within this zone.

### ***SIGNIFICANT WILDLIFE HABITAT***

#### **Deer Wintering Area**

The project area is located adjacent to but outside of a Deer Wintering Area (DWA). Minimal impacts to this resource are anticipated.

#### **Significant Vernal Pools**

At this time MDIFW Significant Wildlife Habitat (SWH) maps indicate no known presence of Significant Vernal Pools (SVPs) in the project search area. However, a comprehensive statewide inventory for Significant Vernal Pools has not been completed. SVPs are not included on MDIFW maps until project areas have been surveyed using approved methods and the survey results confirmed. Therefore, their absence from resource maps is not necessarily indicative of an absence on the ground. We recommend that surveys for vernal pools be conducted within the project boundary by qualified wetland scientists prior to final project design to determine whether there are Significant Vernal Pools present in the area. These surveys should extend up to 250 feet beyond the anticipated project footprint because of potential performance standard requirements for off-site Significant Vernal Pools, assuming such pools are located on land owned or controlled by the applicant. Once surveys are completed, survey forms should be submitted to our Agency for review well before the submission of any necessary permits. Our Department will need to review and verify any vernal pool data prior to final determination of significance.

### ***AQUATIC RESOURCES***

#### **Fish Habitat**

We recommend that 100-foot undisturbed vegetated buffers be maintained along streams. Buffers should be measured from the edge of stream or associated fringe and floodplain wetlands. Maintaining and enhancing buffers along streams is critical to the protection of water temperatures, water quality, natural inputs of coarse woody debris, and various forms of aquatic life necessary to support conditions required by many fish species. Stream crossings should be avoided, but if a stream crossing is necessary, or an existing crossing needs to be modified, it should be designed to provide full fish passage. Small streams, including intermittent streams, can provide crucial rearing habitat, cold water for thermal refugia, and abundant food for juvenile salmonids on a seasonal basis and undersized crossings may inhibit these functions. Generally, MDIFW recommends that all new, modified, and replacement stream crossings be sized to span at least 1.2 times the bankfull width of the stream. In addition, we generally recommend that stream crossings be open bottomed (i.e., natural bottom), although embedded structures which are backfilled with representative streambed material have been shown to be effective in not only providing habitat connectivity for fish but also for other aquatic organisms.

*Letter to Megan McGuire, Black Diamond Consultants  
Comments RE: Telecommunications Facility, Sweden  
August 16, 2024*

Construction Best Management Practices should be closely followed to avoid erosion, sedimentation, alteration of stream flow, and other impacts as eroding soils from construction activities can travel significant distances as well as transport other pollutants resulting in direct impacts to fisheries and aquatic habitat. In addition, we recommend that any necessary instream work occur between July 15 and October 1.

### ***REDUCTION OF BIRD COLLISIONS***

There is potential for increased bird collisions with the construction of tall meteorological and telecommunication towers. To minimize this risk, we recommend monopole designs over lattice-type towers. We also recommend the applicant refer to the Recommended Best Practices for Communication Tower Design, Siting, Construction, Operation, Maintenance, and Decommissioning of the US Fish and Wildlife Service.

This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance, we recommend additional consultation with the municipality, and other state resource and regulatory agencies including the Maine Natural Areas Program and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance. For information on federally listed species, contact the U.S. Fish and Wildlife Service's Maine Field Office (207-469-7300, mainefieldoffice@fws.gov).

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

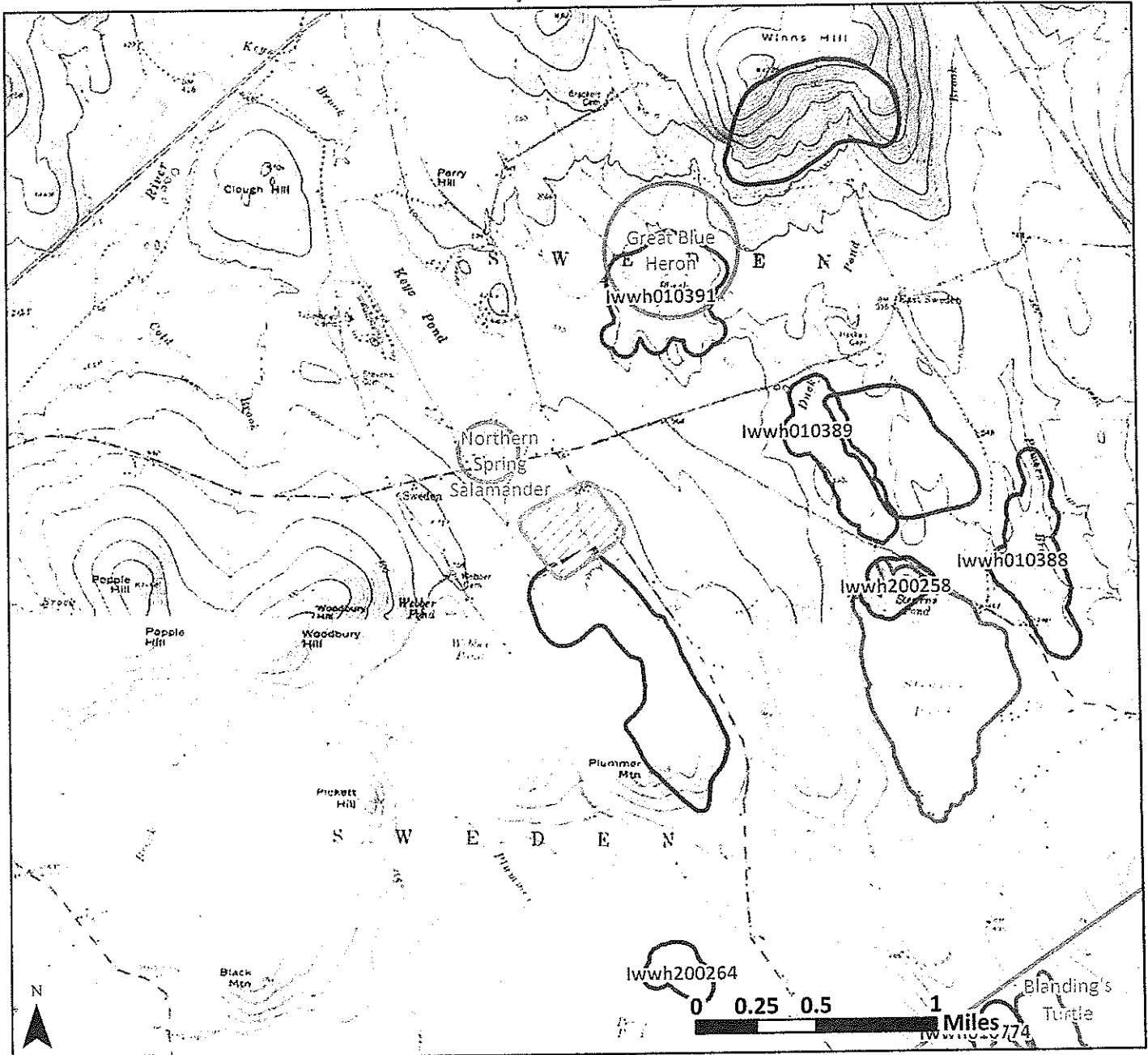
Best regards,



Ciara Wentworth  
Resource Biologist

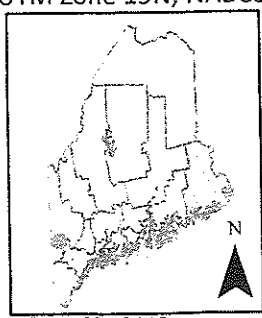


Maine Department of Inland Fisheries and Wildlife  
 Project Area Review of Fish and Wildlife Observations and Priority Habitats  
 Telecommunications Facility, Sweden  
 Project ID 7814\_9562



- County Boundary
- Township Boundary
- Project Footprint (Polygon)
- Search Area
- Deer Wintering Area
- E, T, & SC Species
- Inland Waterfowl/Wading Bird
- Special Concern Fish

Date: 6/25/2024  
 Projection:  
 UTM Zone 19N, NAD83





## United States Department of the Interior

FISH AND WILDLIFE SERVICE  
Maine Ecological Services Field Office  
P. O. Box A  
East Orland, ME 04431  
Phone: (207) 469-7300 Fax: (207) 902-1588



In Reply Refer To:  
Project code: 2025-0012351  
Project Name: NDC-08 Sweden

10/29/2024 15:11:47 UTC

Federal Nexus: yes  
Federal Action Agency (if applicable): County of Oxford

**Subject:** Federal agency coordination under the Endangered Species Act, Section 7 for  
'NDC-08 Sweden'

Dear Megan McGuire:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on October 29, 2024, for 'NDC-08 Sweden' (here forward, Project). This project has been assigned Project Code 2025-0012351 and all future correspondence should clearly reference this number. **Please carefully review this letter. Your Endangered Species Act (Act) requirements may not be complete.**

### **Ensuring Accurate Determinations When Using IPaC**

The Service developed the IPaC system and associated species' determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into IPaC must accurately represent the full scope and details of the Project.

Failure to accurately represent or implement the Project as detailed in IPaC or the Northern Long-eared Bat and Tricolored Bat Range-wide Determination Key (DKey), invalidates this letter. ***Answers to certain questions in the DKey commit the project proponent to implementation of conservation measures that must be followed for the ESA determination to remain valid. Note that conservation measures for northern long-eared bat and tricolored bat may differ. If both bat species are present in the action area and the key suggests more conservative measures for one of the species for your Project, the Project may need to apply the most conservative measures in order to avoid adverse effects. If unsure which conservation measures should be applied, please contact the appropriate Ecological Services Field Office.***

### **Determination for the Northern Long-Eared Bat and Tricolored Bat**

Based on your IPaC submission and a standing analysis completed by the Service, you determined the proposed Project will have the following effect determinations:

<b>Species</b>	<b>Listing Status</b>	<b>Determination</b>
Northern Long-eared Bat ( <i>Myotis septentrionalis</i> )	Endangered	NLAA

Unless the Service advises you within 15 days of the date of this letter that your IPaC-assisted determination was incorrect, this letter verifies that consultation on the Action is complete for northern long-eared bat and/or tricolored bat and no further action is necessary unless either of the following occurs:

- new information reveals effects of the action that may affect the northern long-eared bat or tricolored bat in a manner or to an extent not previously considered; or,
- the identified action is subsequently modified in a manner that causes an effect to the northern long-eared bat or tricolored bat that was not considered when completing the determination key.

### **15-Day Review Period**

As indicated above, the Service will notify you within 15 calendar days if we determine that this proposed Action does not meet the criteria for a “may affect, not likely to adversely affect” (NLAA) determination for the northern long-eared bat and/or tricolored bat. If we do not notify you within that timeframe, you may proceed with the Action under the terms of the NLAA concurrence provided here. This verification period allows the identified Ecological Services Field Office to apply local knowledge to evaluation of the Action, as we may identify a small subset of actions having impacts that we did not anticipate when developing the key. In such cases, the identified Ecological Services Field Office may request additional information to verify the effects determination reached through the Northern Long-eared Bat and Tricolored Bat DKey.

### **Other Species and Critical Habitat that May be Present in the Action Area**

The IPaC-assisted determination key for the northern long-eared bat and tricolored bat does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Monarch Butterfly *Danaus plexippus* Candidate

You may coordinate with our Office to determine whether the Action may affect the species and/or critical habitat listed above. Note that reinitiation of consultation would be necessary if a new species is listed or critical habitat designated that may be affected by the identified action before it is complete.

If you have any questions regarding this letter or need further assistance, please contact the Maine Ecological Services Field Office and reference Project Code 2025-0012351 associated with this Project.

**Action Description**

You provided to IPaC the following name and description for the subject Action.

**1. Name**

NDC-08 Sweden

**2. Description**

The following description was provided for the project 'NDC-08 Sweden':

Proposed 180' communications tower to be located on the west side of Bridgton Road in Sweden, Maine. The facility will consist of a 50'x50' compound fenced area to be located within a 100'x100' leased area. The project will also consist of a 50' wide utility/access easement. Construction will likely begin in early spring of 2025.

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@44.13280225,-70.80759689484941,14z>

## DETERMINATION KEY RESULT

Based on the answers provided, the proposed Action is consistent with a determination of “may affect, but not likely to adversely affect” for a least one species covered by this determination key.

## QUALIFICATION INTERVIEW

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of listed bats or any other listed species?

**Note:** Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

*No*

2. Is the action area wholly within Zone 2 of the year-round active area for northern long-eared bat and/or tricolored bat?

**Automatically answered**

*No*

3. Does the action area intersect Zone 1 of the year-round active area for northern long-eared bat and/or tricolored bat?

**Automatically answered**

*No*

4. Does any component of the action involve leasing, construction or operation of wind turbines? Answer 'yes' if the activities considered are conducted with the intention of gathering survey information to inform the leasing, construction, or operation of wind turbines.

**Note:** For federal actions, answer 'yes' if the construction or operation of wind power facilities is either (1) part of the federal action or (2) would not occur but for a federal agency action (federal permit, funding, etc.).

*No*

5. Is the proposed action authorized, permitted, licensed, funded, or being carried out by a Federal agency in whole or in part?

*Yes*

6. Is the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), or Federal Transit Administration (FTA) funding or authorizing the proposed action, in whole or in part?

*No*

7. Are you an employee of the federal action agency or have you been officially designated in writing by the agency as its designated non-federal representative for the purposes of Endangered Species Act Section 7 informal consultation per 50 CFR § 402.08?

**Note:** This key may be used for federal actions and for non-federal actions to facilitate section 7 consultation and to help determine whether an incidental take permit may be needed, respectively. This question is for information purposes only.

*Yes*

8. Is the lead federal action agency the Environmental Protection Agency (EPA) or Federal Communications Commission (FCC)? Is the Environmental Protection Agency (EPA) or Federal Communications Commission (FCC) funding or authorizing the proposed action, in whole or in part?

*Yes*

9. [Semantic] Is the action area located within 0.5 miles of a known bat hibernaculum?

**Note:** The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

**Automatically answered**

*No*

10. Does the action area contain any winter roosts or caves (or associated sinkholes, fissures, or other karst features), mines, rocky outcroppings, or tunnels that could provide habitat for hibernating bats?

*No*

11. Does the action area contain (1) talus or (2) anthropogenic or naturally formed rock shelters or crevices in rocky outcrops, rock faces or cliffs?

*No*

12. Will the action cause effects to a bridge?

**Note:** Covered bridges should be considered as bridges in this question.

*No*

13. Will the action result in effects to a culvert or tunnel at any time of year?

*No*

14. Are trees present within 1000 feet of the action area?

**Note:** If there are trees within the action area that are of a sufficient size to be potential roosts for bats answer "Yes". If unsure, additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

*Yes*



15. Does the action include the intentional exclusion of bats from a building or structure?

**Note:** Exclusion is conducted to deny bats' entry or reentry into a building. To be effective and to avoid harming bats, it should be done according to established standards. If your action includes bat exclusion and you are unsure whether northern long-eared bats or tricolored bats are present, answer "Yes." Answer "No" if there are no signs of bat use in the building/structure. If unsure, contact your local Ecological Services Field Office to help assess whether northern long-eared bats or tricolored bats may be present. Contact a Nuisance Wildlife Control Operator (NWCO) for help in how to exclude bats from a structure safely without causing harm to the bats (to find a NWCO certified in bat standards, search the Internet using the search term "National Wildlife Control Operators Association bats"). Also see the White-Nose Syndrome Response Team's guide for bat control in structures.

*No*

16. Does the action involve removal, modification, or maintenance of a human-made structure (barn, house, or other building) **known or suspected to contain roosting bats**?

*No*

17. Will the action cause construction of one or more new roads open to the public?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

*No*

18. Will the action include or cause any construction or other activity that is reasonably certain to increase average daily traffic permanently or temporarily on one or more existing roads?

**Note:** For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

*No*

19. Will the action include or cause any construction or other activity that is reasonably certain to increase the number of travel lanes on an existing thoroughfare?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

*No*

20. Will the proposed Action involve the creation of a new water-borne contaminant source (e.g., leachate pond, pits containing chemicals that are not NSF/ANSI 60 compliant)?

**Note:** For information regarding NSF/ANSI 60 please visit <https://www.nsf.org/knowledge-library/nsf-ansi-standard-60-drinking-water-treatment-chemicals-health-effects>

*No*

21. Will the proposed action involve the creation of a new point source discharge from a facility other than a water treatment plant or storm water system?

*No*

22. Will the action include drilling or blasting?

*No*

23. Will the action involve military training (e.g., smoke operations, obscurant operations, exploding munitions, artillery fire, range use, helicopter or fixed wing aircraft use)?

*No*

24. Will the proposed action involve the use of herbicides or other pesticides other than herbicides (e.g., fungicides, insecticides, or rodenticides)?

*No*

25. Will the action include or cause activities that are reasonably certain to cause chronic or intense nighttime noise (above current levels of ambient noise in the area) in suitable summer habitat for the northern long-eared bat or tricolored bat during the active season?

Chronic noise is noise that is continuous or occurs repeatedly again and again for a long time. Sources of chronic or intense noise that could cause adverse effects to bats may include, but are not limited to: road traffic; trains; aircraft; industrial activities; gas compressor stations; loud music; crowds; oil and gas extraction; construction; and mining.

**Note:** Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

*No*

26. Does the action include, or is it reasonably certain to cause, the use of permanent or temporary artificial lighting within 1000 feet of suitable northern long-eared bat or tricolored bat roosting habitat?

**Note:** Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

*No*

27. Will the action include tree cutting or other means of knocking down or bringing down trees, tree topping, or tree trimming?

*Yes*

28. Will the proposed action occur exclusively in an already established and currently maintained utility right-of-way?

*No*

29. Does the action include emergency cutting or trimming of hazard trees in order to remove an imminent threat to human safety or property? See hazard tree note at the bottom of the key for text that will be added to response letters

**Note:** A "hazard tree" is a tree that is an immediate threat to lives, public health and safety, or improved property.

*No*

30. Does the project intersect with the 0- 9.9% forest density category?

**Automatically answered**

*No*

31. Does the project intersect with the 10.0- 19.9% forest density category map?

**Automatically answered**

*No*

32. Does the project intersect with the 20.0- 29.9% forest density category map?

**Automatically answered**

*No*

33. Does the project intersect with the 30.0- 100% forest density category map?

**Automatically answered**

*Yes*

34. Will the action cause trees to be cut, knocked down, or otherwise brought down across an area greater than 100 acres in total extent?

*No*

35. Will the proposed action result in the use of prescribed fire?

**Note:** If the prescribed fire action includes other activities than application of fire (e.g., tree cutting, fire line preparation) please consider impacts from those activities within the previous representative questions in the key. This set of questions only considers impacts from flame and smoke.

*No*

36. Does the action area intersect the northern long-eared bat species list area?

**Automatically answered**

*Yes*

37. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats?

**Automatically answered**

*No*

38. [Semantic] Is the action area located within 150 feet of a documented northern long-eared bat roost site?

**Note:** The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

**Automatically answered**

*No*

39. Is suitable summer habitat for the northern long-eared bat present within 1000 feet of project activities?

If unsure, answer "Yes."

**Note:** Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

Yes

40. Has a presence/probable absence summer bat survey targeting the northern long-eared bat following the Service's Range-wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines been conducted within the project area?

No

41. Are any of the trees proposed for cutting or other means of knocking down, bringing down, topping, or trimming suitable for northern long-eared bat roosting (i.e., live trees and/or snags  $\geq 3$  inches dbh that have exfoliating bark, cracks, crevices, and/or cavities)?

**Note:** Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

Yes

42. Will any tree cutting/trimming or other knocking or bringing down of trees occur during the **Summer Occupancy season** for northern long-eared bats in the action area?

**Note:** Bat activity periods for your state can be found in Appendix L of the Service's Range-wide Indiana Bat and Northern long-eared Bat Survey Guidelines.

No

43. Do you have any documents that you want to include with this submission?

No

## PROJECT QUESTIONNAIRE

Enter the extent of the action area (in acres) from which trees will be removed - round up to the nearest tenth of an acre. For this question, include the entire area where tree removal will take place, even if some live or dead trees will be left standing.

0.5

## **IPAC USER CONTACT INFORMATION**

Agency: Black Diamond Consultants, Inc.  
Name: Megan McGuire  
Address: 47 Enterprise Avenue  
Address Line 2: PO Box 57  
City: Gardiner  
State: ME  
Zip: 04345  
Email: [mjmcguire@blackdiamond.net](mailto:mjmcguire@blackdiamond.net)  
Phone: 2075820056

## **LEAD AGENCY CONTACT INFORMATION**

Lead Agency: County of Oxford

## **ATTACHMENT #9**

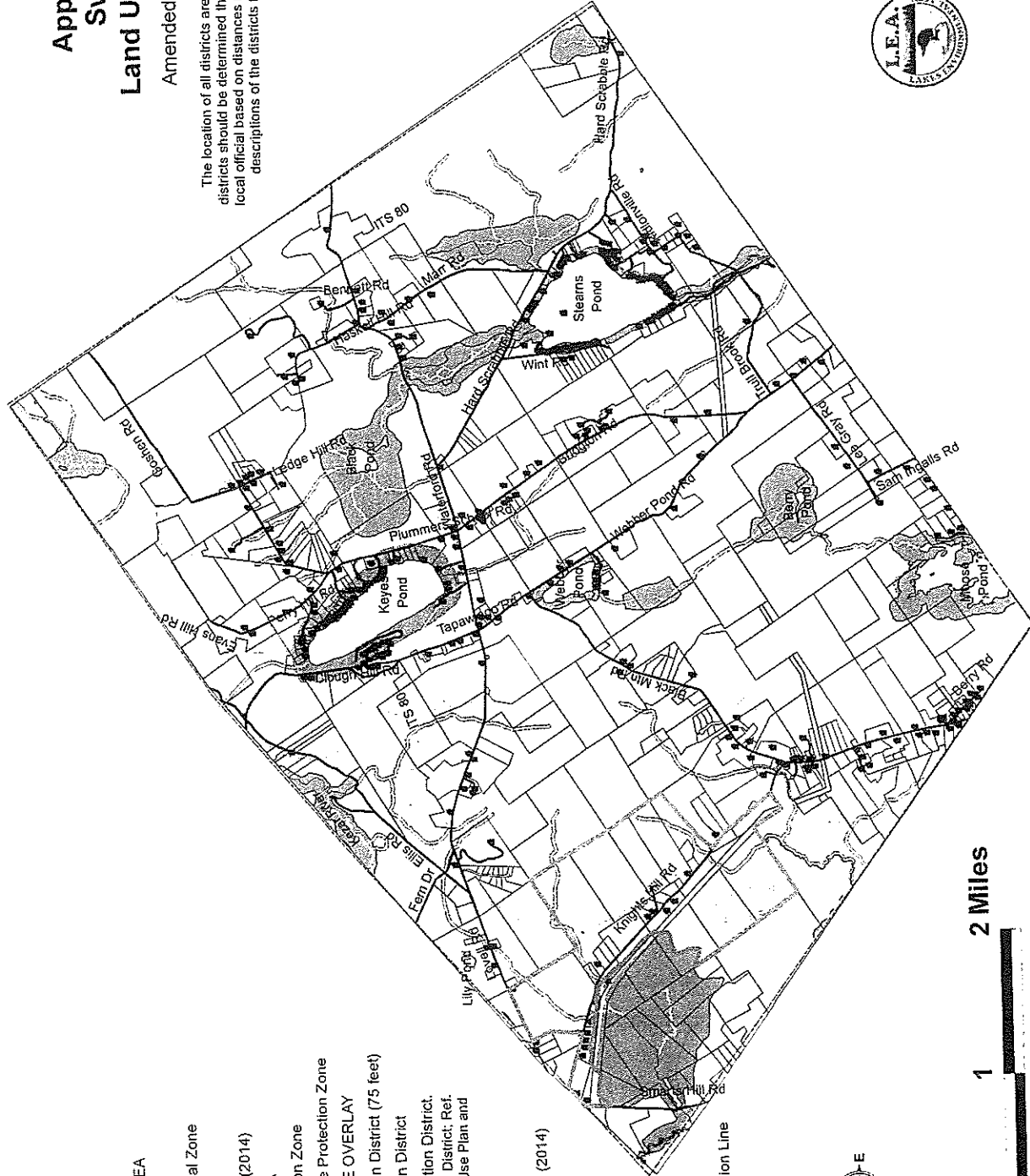
### **SWEDEN LAND USE/ZONING MAP**

As required by the Town of Sweden's Criteria Applicable to Conditional Uses in XIV.E.3, the proposed location is appropriate for the proposed use. The Oxford County emergency communications tower is proposed to be located adjacent to existing municipal facilities. Please see the attached zoning map.

# Appendix A Sweden Land Use / Zoning

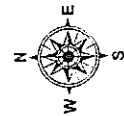
Amended: June 25, 2022

The location of all districts are approximate. The actual locations of districts should be determined through on-site inspection by a designated local official based on distances from the normal high water line or written descriptions of the districts from the Sweden Zoning Ordinance.



## Legend

- GROWTH AREA
- Residential Zone
- Limited Residential Zone
- Solar Overlay
- Sweden Parcels (2014)
- RURAL AREA
- Rural Preservation Zone
- Natural Resource Protection Zone
- PROTECTIVE OVERLAY
- Stream Protection District (75 feet)
- Aquifer Protection District
- Forest Conservation District
- Voluntary Floating District; Ref. Section III - Land Use Plan and Map A3
- Solar Overlay
- Sweden Parcels (2014)
- Houses
- Roads
- Streams
- Ponds
- Rivers
- Town Boundary
- CMP Transmission Line



Map prepared by:  
Lakes Environmental Association  
230 Main Street  
Bridgton, ME 04009  
(207) 647-8590  
www.maine-lakes.org





## **ATTACHMENT #10**

### **TRAFFIC ACCESS**

As required by the Town of Sweden's Criteria Applicable to Conditional Uses in XIV.E.4. Traffic access to the site meets the standards contained in the Town of Sweden's Ordinance, and traffic congestion has been minimized in accordance with performance standards in the Ordinance.

The tower site will use the existing access from Bridgton Road. The site will normally be unmanned and accessed infrequently for inspection or maintenance. The operation of the emergency communications tower generates infrequent traffic and requires, at most, the use of 2 or 3 vehicles during heavy maintenance or troubleshooting events. Traffic to and from the site during the construction phase is minimal and will require site access for the few construction personnel vehicles and from time-to-time access for occasional construction and delivery vehicles.

The twelve-foot-wide entrance/exit gravel driveway off Bridgton Road is considered sufficient to support the construction and operation of the facility. Vehicular turn-around is provided at the facility to allow vehicles to exit the site without having to back out on the gravel drive.

The 80'x20' gravel parking area and access road at the facility site area will provide sufficient parking area for the site during construction and operation. In addition, the parking area and access road will provide adequate vehicular turnaround at the facility site. Please refer to the attached site plans in Attachment X for additional information on the parking area design

## **ATTACHMENT #11**

### **MAINE FLOOD HAZARD MAP**

As required by the Town of Sweden's Criteria Applicable to Conditional Uses in XIV.E.5. the site design is in conformance with all municipal flood hazard protection regulations. In our review of the proposed project, BDC has determined that the proposed project is not located within a flood plain.

Government records searched for this assessment included federal data from the Federal Emergency Management Agency (FEMA) on 100 year and 500-year flood zones. The government records reviewed adequately provide relevant flood plain information for the project area.



## **ATTACHMENT #12**

### **SOLID WASTE DISPOSAL**

As required by the Town of Sweden's Criteria Applicable to Conditional Uses in XIV.E.6. adequate provision for the disposal of all wastewater and solid waste has been made.

The operation of the facility does not generate any solid waste.

The types of construction waste expected to be generated during the construction phase of the facility includes the generation of stumps and brush from site forest clearing activities and small amounts of waste from site construction materials such as lumber debris, paper products, and metal and wiring remnants.

The harvested trees and tree limbs from the site clearing operations will be processed on site to wood chips using mechanical wood harvesters. The wood chips will be transported off-site for commercial use. The excavated tree stumps will be shaken free of the root soil, within the excavated areas, using mechanical excavators. The bare roots will be transported to adjacent site areas within the lease area.

Construction waste generated during construction will be collected and properly disposed of at approved licensed disposal facilities. The site contractor will be responsible for the proper disposal of the small amount of waste from site construction and will dispose of this waste to approved disposal facilities.

## **ATTACHMENT #13**

### **STORMWATER MANAGEMENT - HYDROCAD ANALYSIS**

As required by the Town of Sweden's Criteria Applicable to Conditional Uses XIV.E.9. a stormwater drainage system capable of handling a 25-year storm without adverse impact on adjacent properties has been designed and will be put into effect and maintained. A 25-year stormwater analysis, using HydroCAD has been performed for the proposed Emergency Communications Tower.

The analysis addressed a 12,250 square foot watershed area at the proposed tower site. The 12,250 square foot watershed area drains to the proposed 18" culvert located at the northwest corner of the proposed site. The analysis shows that the proposed 18" culvert is more than adequate to accommodate drainage of the site for the 25-year storm. The stormwater flow effluents from the culvert will be discharged to a rip-rap outlet apron area, thus reducing the effluent velocity, and spreading the effluent discharge to the receiving forested property area. The stormwater drainage system is thus able to handle the 25-year storm with no adverse impact to adjacent properties.

The HydroCAD analysis is attached.

**Sweden Site**

Type III 24-hr 25 Year Storm Rainfall=5.10"

Prepared by HP

Printed 11/1/2024

HydroCAD® 10.10-4b s/n 05965 © 2020 HydroCAD Software Solutions LLC

**Summary for Subcatchment 3S: Tc pathe woods and crushed rocks surface areas**

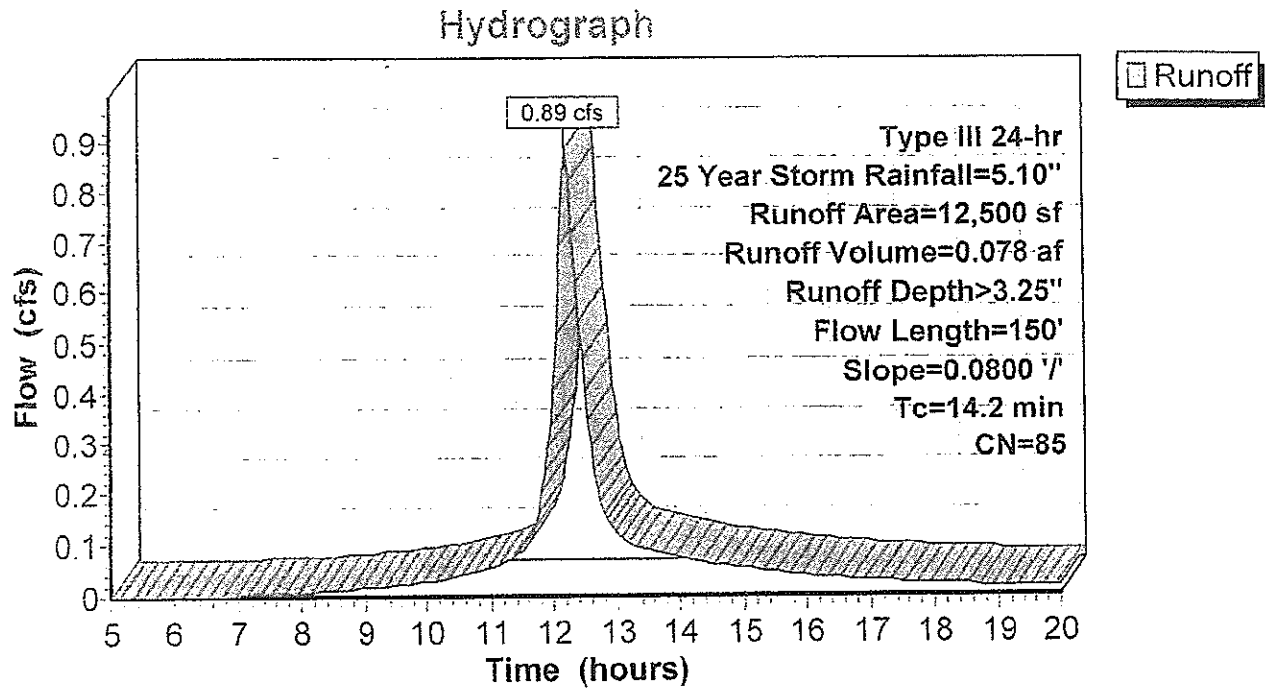
Runoff = 0.89 cfs @ 12.20 hrs, Volume= 0.078 af, Depth> 3.25"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Type III 24-hr 25 Year Storm Rainfall=5.10"

Area (sf)	CN	Description
6,500	82	Woods/grass comb., Fair, HSG D
* 6,000	89	Crush rocks over dirt surface compound, HSG D
12,500	85	Weighted Average
12,500		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.1	75	0.0800	0.12		<b>Sheet Flow, Sheet Flow</b> Woods: Light underbrush n= 0.400 P2= 3.00"
4.1	75	0.0800	0.30		<b>Sheet Flow, Sheet Flow</b> Range n= 0.130 P2= 3.00"
14.2	150	Total			

**Subcatchment 3S: Tc pathe woods and crushed rocks surface areas**



**Sweden Site**

Type III 24-hr 25 Year Storm Rainfall=5.10"

Prepared by HP

Printed 11/1/2024

HydroCAD® 10.10-4b s/n 05965 © 2020 HydroCAD Software Solutions LLC

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**Summary for Reach 4R: Access Road Culvert**

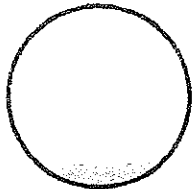
[52] Hint: Inlet/Outlet conditions not evaluated

Inflow Area = 0.287 ac, 0.00% Impervious, Inflow Depth > 3.25" for 25 Year Storm event  
Inflow = 0.89 cfs @ 12.20 hrs, Volume= 0.078 af  
Outflow = 0.89 cfs @ 12.20 hrs, Volume= 0.078 af, Atten= 0%, Lag= 0.1 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Max. Velocity= 6.37 fps, Min. Travel Time= 0.1 min  
Avg. Velocity= 2.48 fps, Avg. Travel Time= 0.1 min

Peak Storage= 3 cf @ 12.20 hrs  
Average Depth at Peak Storage= 0.20' , Surface Width= 1.02'  
Bank-Full Depth= 1.50' Flow Area= 1.8 sf, Capacity= 23.49 cfs

18.0" Round Pipe  
n= 0.013 Corrugated PE, smooth interior  
Length= 20.0' Slope= 0.0500 '/'  
Inlet Invert= 687.00', Outlet Invert= 686.00'





## **ATTACHMENT #14**

### **SOIL EROSION & SEDIMENTATION CONTROL PLAN**

As required by the Town of Sweden's Criteria Applicable to Conditional Uses XIV.E.9. adequate provisions to control soil erosion and sedimentation have been made.

The proposed site has been designed to provide adequate soil erosion and sedimentation controls. These soil erosion and sediment controls are detailed on Engineering Drawing Sheet C4. The features include site silt fencing prior to and during construction (Detail 1), proposed road ditching (Details 5, 7 & 8), and site crushed rock surfaces (Detail 2). Also included are culvert inlet and outlet riprap stormwater effluent flow protection (Engineering Drawing sheet C1- Notes 1&2).

## **ATTACHMENT #15**

### **SOIL SUITABILITY- GEOTECHNICAL REPORT**

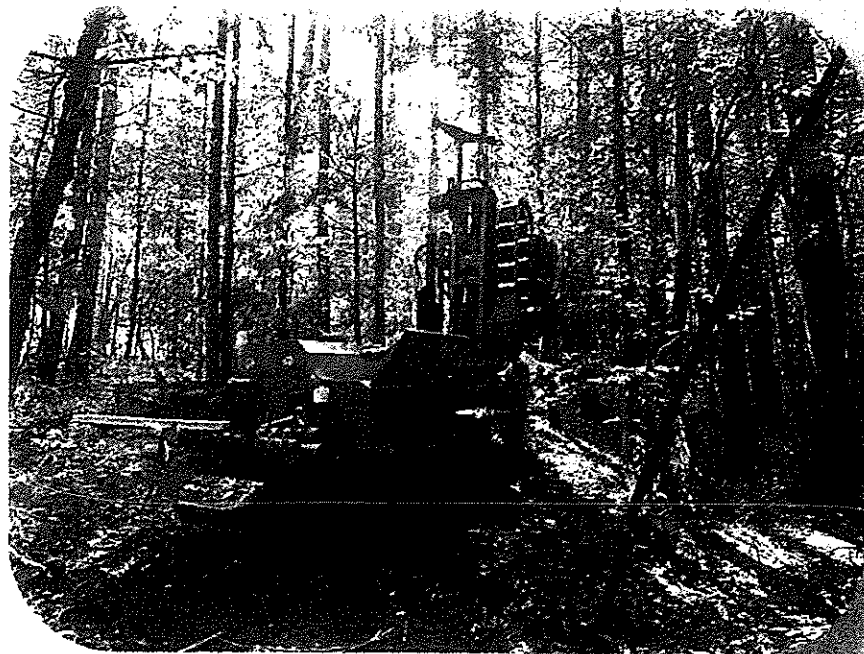
The soil and subsurface geology has been investigated for its suitability for the proposed project. The attached Geotechnical Report identified that topsoil is present at the ground surface with a thickness of 2 inches. The topsoil consists of dark brown organic silt with rootlets and is visually classified as OL in accordance with the Unified Soil Classification System (USCS). The topsoil is considered soft and damp.

Glacial till is present beneath the topsoil to the surface of the bedrock with a thickness of 5.1 feet. The till consists of slightly mottled brown to olive gray silt with variable sand and gravel and occasional cobbles throughout. The deposit is visually classified as ML in accordance with the USCS and is considered firm to hard and damp.

# GEOtechnical Report

*Communication Tower*

*147 Bridgton Road, Sweden, Maine*



## Client

NDC Communications, LLC  
38 McPherson Lane  
Hermon, ME 04401

Project #: 24237  
Date: 9/13/2024

**SUMMIT**  
GEOENGINEERING SERVICES

100 King, PO Box 915 Gardiner, ME 04845  
Office: 220 Maine Avenue Farmingdale, ME 04841



September 13, 2024  
Summit #24237

Attn: Mike Conner  
NDC Communications, LLC  
38 McPherson Lane  
Hermon, ME 04401

Reference: Geotechnical Engineering Services  
Communication Tower – 147 Bridgton Road, Sweden, Maine

Dear Mr. Conner,

Summit Geoengineering Services (SGS) has completed the geotechnical investigation for the proposed communications tower located at 147 Bridgton Road in Sweden, Maine. The following report presents a summary of our investigation, a description of the subsurface conditions, and recommendations for design and construction of the communication tower foundation.

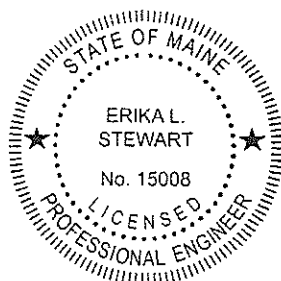
The subsurface profile encountered at the site consists of topsoil overlying glacial till overlying bedrock at a depth of 5.3 feet below ground surface (BGS). Bedrock was cored from a depth of 5.3 to 10.3 feet BGS. Groundwater was not encountered during the test boring exploration.

Based on the anticipated tower height and the encountered subgrade conditions SGS recommends the proposed communication tower be supported by piers within bedrock or a pad and pier (anchor block) foundation on bedrock or within a bedrock socket. Recommended design parameters for support of compressive, uplift, and lateral loads are presented in this report.

SGS appreciates the opportunity to provide geotechnical engineering services for this project. If there are any questions, please do not hesitate to call.

Sincerely yours,  
Summit Geoengineering Services

Colleen Sullivan, E.I.  
Geotechnical Engineer



Erika Stewart, P.E.  
Senior Geotechnical Engineer

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## 1.0 Project and Site Description

The project involves the construction of a communication tower located in a wooded area southwest of the Sweden town office at 147 Bridgton Road in Sweden, Maine. The proposed tower center is located at latitude 44°07'57.12" N and longitude 70°48'27.08" W. The tower is planned as a 180-foot self-support lattice structure with a base elevation near existing grade at 692 feet based on the tower schematic prepared by Black Diamond Consultants, Inc. Existing grades within the tower compound slope downwards from east to west, elevation 696 to 685 feet.

## 2.0 Evaluation

Summit Geoengineering Services (SGS) observed the subsurface conditions with the drilling of one test boring at the site on September 5, 2024. Test boring B-1 was performed by SGS using a 9580 VTR drill rig at the tower center. Advancement was performed using 2 1/4-inch hollow stem augers to the bedrock surface with a methodology switch to 4-inch casing with rotary wash to core the bedrock. Standard penetration tests (SPT) with split spoon samples were obtained at near continuous intervals from the ground surface to a depth of spoon refusal at 5.3 feet below ground surface (BGS). A rock core sample was obtained using a N core barrel from a depth of 5.3 to 10.3 feet.

A Test Boring Location Plan is included in Appendix A. Detailed information on the exploration methods and a boring log are presented in Appendix B. The tower center and the proposed compound corners were pre-marked by others prior to drilling.

## 3.0 Subsurface Conditions

The subgrade at the site consists of *topsoil* overlying *glacial till* and *bedrock* cored from depths of 5.3 to 10.3 feet BGS. *Groundwater* was not encountered in the test boring. The subsurface conditions are further described as follows:

### 3.1 Soil Layers

*Topsoil* is present at the ground surface with a thickness of 2 inches. The topsoil consists of dark brown organic silt with rootlets and is visually classified as OL in accordance with the Unified Soil Classification System (USCS). The topsoil is considered soft and damp.

*Glacial till* is present beneath the topsoil to the surface of the bedrock with a thickness of 5.1 feet. The till consists of slightly mottled brown to olive gray silt with variable sand and gravel and occasional cobbles throughout. The deposit is visually classified as ML in accordance with the USCS and is considered firm to hard and damp.



### 3.0 Geotechnical Design Recommendations

#### 3.1 Bearing Capacity & Settlement

It is anticipated the proposed tower foundation will bear upon bedrock. Depending on the foundation depth, bedrock removal may be required to create a bedrock socket. For these conditions, the foundation elements can be proportioned using an allowable bearing pressure of 10,000 psf. The total settlement is considered negligible due to rigidity of the bedrock.

The value of modulus of subgrade reaction,  $K_{rs}$  applies to the design of reinforced concrete foundations over soil and is considered rigid where bearing upon bedrock. SGS recommends a  $K_{rs}$  of 200 pci if are constructed on backfill over bedrock.

#### 3.2 Foundation Design

The following soil and rock properties may be used in evaluating the resistance to compressive, uplift, and lateral loads.

PARAMETER	FOUNDATION BACKFILL	BEDROCK
Total Natural (moist) Unit Weight ( $\gamma_t$ )	130 pcf <sup>1</sup>	160 pcf
Saturated (buoyant) Unit Weight ( $\gamma_s$ )	68 pcf <sup>1</sup>	--
Effective Friction Angle ( $\phi'$ )	34° <sup>1</sup>	40°
Cohesive Strength (c')	--	500 psi
Friction Coefficient (f)	0.55	0.65
Active Earth Pressure Coefficient ( $K_a$ )	0.28	0.22
Passive Earth Pressure Coefficient ( $K_p$ )	3.54	4.60
At Rest Earth Pressure Coefficient ( $K_0$ )	0.44	0.36
Rock/Grout Ultimate Bond Strength	--	250 psi

<sup>1</sup> Based on 95% compaction of Foundation Backfill by ASTM D1557, Modified Proctor Test Method

The following factors of safety should be applied to ultimate compressive (bearing capacity), uplift, and lateral load resistance to obtain allowable design parameters:

- Compressive (bearing capacity), FS = 3.0
- Uplift load resistance, FS = 2.5
- Lateral load resistance, FS = 1.5



5.3 Groundwater Rock Anchors

The use of rock anchors can be used, if necessary, to increase pullout resistance of the existing tower foundation. An ultimate rock/grout bond stress of 250 psi can be used in designing bond lengths in the bedrock. The bonded zone should start at a minimum of 10 feet below the intact bedrock surface (encountered at a depth of 5.3 feet) to allow for a free stressing zone. A factor of safety of 3 be used in computing the allowable rock/grout bond capacity. Rock anchors should be installed with a corrosion protection system due to the permanent nature of tie downs and the potential for seasonal groundwater in the anchor zone.

All anchors should be proof-tested. In general, proof testing consists of loading the anchor to 120% of the design loading. SGS recommends that the latest guidelines presented by the Post Tensioning Institute regarding proof testing of rock anchors be followed.

5.4 Frost Protection & Minimum Embedment Depth

The frost penetration depth based on a design air-freezing index of 1,400-degree days for the Sweden area is 4.5 feet. Minimum frost protection depth is not required for foundations constructed on competent bedrock. In determining the foundation design depth, the need to resist lateral, compressive, and uplift loads should also be considered.

SGS recommends that frost-resistant, Foundation Backfill be used as fill around, and above (if necessary) the tower footings. The Foundation Backfill should extend a minimum of 2 feet laterally from the base of foundations. Foundation Backfill should be placed in 9 to 12 inch thick lifts and compacted to 95 percent of its maximum dry density in accordance with ASTM D1557, Modified Proctor.

Foundation Backfill should consist of sand or gravel of hard durable particles free from organic matter, lumps or balls of clay, frozen material, and other deleterious substances. The portion passing a 3-inch sieve shall meet the following gradation requirements:

FOUNDATION BACKFILL	
Sieve Size	Percent Passing
½ inch	35-80
¼ inch	25-65
No. 40	0-30
No. 200	0-7

Reference: MDOT Specification 703.06, Type D Aggregate (2020)

### 5.5 Seismic Design

The subgrade at the site is categorized as Site Class B in accordance with ASCE 7-10. The following seismic site coefficients should be used:

SUBGRADE SITE SEISMIC DESIGN COEFFICIENTS – ASCE 7-10	
Seismic Coefficient	Site Class B
Short period spectral response ( $S_S$ )	0.269
1 second spectral response ( $S_1$ )	0.086
Maximum short period spectral response ( $S_{MS}$ )	0.269
Maximum 1 second spectral response ( $S_{M1}$ )	0.086
Design short period spectral response ( $S_{DS}$ )	0.179
Design 1 second spectral response ( $S_{D1}$ )	0.057
Peak ground acceleration (PGA)	0.148
Peak ground acceleration ( $PGA_M$ )	0.148

### 6.1 Foundation Considerations

Groundwater was not observed in the test boring. In general, groundwater is estimated as seasonal flow within rock fractures or along the bedrock surface and likely fluctuates during wet and dry periods. In order to reduce the potential for surface water to infiltrate foundation elements, SGS recommends the area adjacent to the tower foundation be graded to drain away from the perimeter of the tower foundation.

### 6.0 Earthwork Considerations

Areas within the limits of the new compound should be cleared, stripped, and grubbed of organic matter, cobbles/boulders, and other deleterious materials prior to placing Foundation Backfill and/or Gravel Borrow, or constructing foundations.

Based on encountered depth to bedrock, bedrock removal may be required for foundation construction. Mechanical tools such as a hoe ram or jackhammer may be effective for removing small quantities of bedrock to create the final shape of the excavation. Larger quantity of rock removal will require controlled blasting. Care should be taken during the blasting process not to excessively disturb the rock, forming the sidewalls and base of the excavation. All detached fragmented rock should be removed from the bottom and sides of the excavation to maximize contact between the Foundation Backfill and rock sidewalls. A blasting plan should be developed and implemented to control flyrock and to limit peak particle velocity, vibration frequency, and air-blast overpressure as appropriate.

All rock anchors, if used, should be proof-tested. In general, proof testing consists of loading the anchor to 120% of the design loading. SGS recommends that the latest guidelines presented by the Post Tensioning Institute regarding proof testing of rock anchors be followed.

Depending on the depth of excavation and groundwater condition within the bedrock joints dewatering may be required in the foundation excavation. If encountered, SGS believes shallow sumps and conventional submersible pumps will be sufficient to control groundwater and infiltrating water during construction. Diversion and control of surface water should be performed to prevent water flow from rain or snowmelt from entering the excavations.

Excavations should be sloped no greater than 1.5H to 1V within the glacial till. This slope is based on current OSHA guidelines.

SGS recommends that a qualified geotechnical consultant be retained to monitor and test soil and concrete materials used during construction and confirm that soil conditions and construction methods are consistent with this report.

#### 7.0 Closure

The recommendations provided in this report are based on professional judgment and generally accepted principles of geotechnical engineering and project information provided by others. No other warranty is expressed or implied. Our evaluations and recommendations are based on discrete and widely spaced data points. Some changes in subsurface conditions from those presented in this report are anticipated to occur. Should these conditions differ materially from those described in this report, SGS should be notified so that we can re-evaluate our recommendations.

This report has been prepared for the sole use of NDC Communications, LLC, their representatives, and other design consultants on this project.

APPENDIX A  
TEST BORING LOCATION PLAN

# LEGEND

 SUMMIT TEST BORING  
(SEPTEMBER 5, 2024)



PLEASE SEE PLAN REFERENCE TITLED:  
STANDARD BOUNDARY SURVEY PROPERTY  
PLAN #3 OF LOT DIVISIONS & RETRACEMENT,  
FOR SWEDEN HISTORICAL SOCIETY BY: JOHN  
D. PALMITER PLS1057, AND RONALD C.  
KIESMAN PLS902, DATED MAY 17, 2013.  
RECORDED AT THE STATE OF MAINE, OXFORD  
COUNTY, REGISTRY OF DEEDS JULY 26, 2013 IN  
PLAN BOOK 19, PAGE 47

STATE ROUTE 93

PROPOSED 50'  
ACCESS/UTILITY  
EASEMENT

3/4" PIPE  
FOUND FLUSH

1/2" REBAR  
FOUND FLUSH

TIE LINE S 50°37'26" W 253.27'

EXISTING U/P

EXISTING TOWER  
SWEDEN BUILDING

PLS 2189 SET  
(TYPICAL)

CENTER OF  
PROPOSED TOWER

TBM SPIKE  
IN BASE OF 16" PINE  
EL= 696.95'

PROPOSED 75' BY 75'  
FENCED ENCLOSURE

PROPOSED 100' BY 100'  
LEASE AREA

## PLAN REFERENCE

"PLOT PLAN, PROJECT #NDC-08, SHEET  
S1", DATED JUNE 20, 2024, PREPARED  
BY BLACK DIAMOND CONSULTANTS.

### TEST BORING LOCATION PLAN COMMUNICATION TOWER

141 BRIDGTON ROAD - SWEDEN, MAINE  
PREPARED FOR

**NDC COMMUNICATIONS, LLC**

OFFICE: 210 MAINE AVENUE  
FARMINGDALE, MAINE  
TEL: (207) 446-3360

MAIL: P.O. BOX 515  
GARDINER, ME 04345

**SUMMIT**

**GEOENGINEERING SERVICES**  
www.summitgeoeng.com

DATE: 9-11-2024	DRAWN BY: KRF	CHECKED BY: CRS
JOB: 24231	SCALE: 1" = 50'	FILE: 24231 BOR

APPENDIX B  
EXPLORATION DATA  
BORING LOG

## EXPLORATION DATA

### I. General Information

Project No.: 24237  
Exploration Contractor: Summit Geoengineering Services, Inc.  
Washington, Maine

Project Site Representative: Colleen Sullivan, E.I.

Exploration Dates: September 5, 2024

Boring Locations: Boring (B-1) was performed at the tower center.

Soil Classification Methods: Field ASTM D-2488, Description of Soils, USCS estimated

### II. Exploration Methods and Equipment

Drilling Equipment: AMS 9580 VTR Drill Rig  
2 1/4" Hollow Stem Augers and 4" Casing w/ RW

Sampling Equipment: 2-inch diameter by 24-inch standard split-spoon sampler  
using a 140-pound auto hammer, N dual wall core barrel



**SOIL BORING LOG**

Boring #: **B-1**  
 Project #: 24237  
 Sheet: 1 of 1  
 Chkd by: ELS

Project: Communication Tower  
 Location: 147 Bridgton Road  
 City, State: Sweden, Maine

Drilling Co: Summit Geoengineering Services  
 Driller: S. Floyd  
 Summit Staff: C. Sullivan, E.I.

Boring Elevation: 691 ft +/-  
 Reference: Estimated from Plot Plan prepared by Black Diamond Consultants  
 Date started: 9/5/2024 Date Completed: 9/5/2024

**DRILLING METHOD**  
 Vehicle: AMS Track  
 Model: 9580 VTR  
 Method: 2 1/4" HSA/4" Casew/RW  
 Hammer Style: Auto

**SAMPLER**  
 Length: 24" SS  
 Diameter: 2" OD/1.5" ID  
 Hammer: 140 lb  
 Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH			
Date	Depth	Elevation	Reference
9/5/2024	NE	N/A	Measured in open borehole after drilling

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	Elev. (ft.)	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
1	S-1	24/12	0 - 2	1	691+/-	Dark brown Organic SILT, rootlets, soft, damp, OL		TOPSOIL
2	Steven wasn't technically			4		Brown-olive gray SILT, little fine Sand & Gravel, firm, damp, ML		0.2' GLACIAL TILL
3	S-2	24/20	2 - 4	8		Olive gray SILT, little fine Sand & Gravel, slightly mottled, pushed cobble in spoon tip, hard, damp, ML		
4				22				
5				37				
6	S-3	3/3	5 - 5.3	50/3"		Olive gray Sandy SILT, little-some Gravel, slightly mottled, very stiff-hard, damp, ML		
7	ROCK CORE DATA				686+/-	Auger Refusal on Bedrock at 5.3'		5.3' BEDROCK
	RUN	RECOVERY	DEPTH	RQD				
	C-1	92%	5.3 - 10.3	83%		Hard, fresh to very slightly weathered, moderately fractured to sound, coarse to very coarse grained white-pink-gray biotite GRANODIORITE and quartz MONZONITE		
8								
9								
10						Bedrock Joints are very close, shallow (0° to 35°), planar to undulating, rough, and tight. Mohs hardness = 6		
11					681+/-	End of Boring at 10.3'		10.3'
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index, FV = Field Vane Test Su = Undrained Shear Strength, Su(r) = Remolded Shear Strength Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees  Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and > No 200, Silt/Clay = < No 200	Soil Moisture Condition Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft	< 5% Trace		
5-10	Loose	2-4	Soft	5-15% Little		
11-30	Compact	5-8	Firm	15-30% Some		
31-50	Dense	9-15	Stiff	> 30% With		
>50	V. Dense	16-30	V. Stiff			
		>30	Hard			



## **ATTACHMENT #16**

### **ARCHAEOLOGICAL & HISTORIC RESOURCES**

As required by the Town of Sweden's Criteria Applicable to Conditional Uses XIV.E.16. the use will protect archaeological and historic resources as designated in the Town's Comprehensive Plan.

There are no previously documented aboveground historic resources within the vicinity of the proposed project. Attached is communication with the Maine Historic Preservation Commission.



Kirk F. Mohny  
Director and State Historic Preservation Officer  
Maine Historic Preservation Commission  
55 Capital Street  
Augusta, ME 04333

COR 24-007  
Project: NDC-08  
Job Order: 24-003  
PO Number: N/A  
Date: 20 JUN 2024

**Topic:** Section 106 Review

**Subject:** Proposed Telecommunications Facility; Architectural and Archaeological Review

Dear Mr. Mohny:

On behalf of our telecommunications client, *NDC Communications, on behalf of Oxford County*, BLACK DIAMOND CONSULTANTS has initiated a Section 106 Review regarding a proposed telecommunications facility. The site is located in Sweden, Maine off from Bridgeton Road. The site's latitude/longitude of the approximate tower location is Latitude: N 44° 07' 57.12", Longitude: W 70° 48' 27.08" and is shown on the attached topographic map. Vehicular access will be from Bridgeton Road to the site via a new access road extended from an existing access drive.

BLACK DIAMOND CONSULTANTS is requesting a review by the Maine Historic Preservation Commission of the information provided to determine if a review for architectural and/or archaeological resources is required pursuant to the Nationwide Programmatic Agreement - Section 106 Review. If a review is required, please advise as to the type of review for compliance to the Nationwide Programmatic Agreement.

Thank you in advance for your time. If you have any questions or concerns, do not hesitate to contact me.

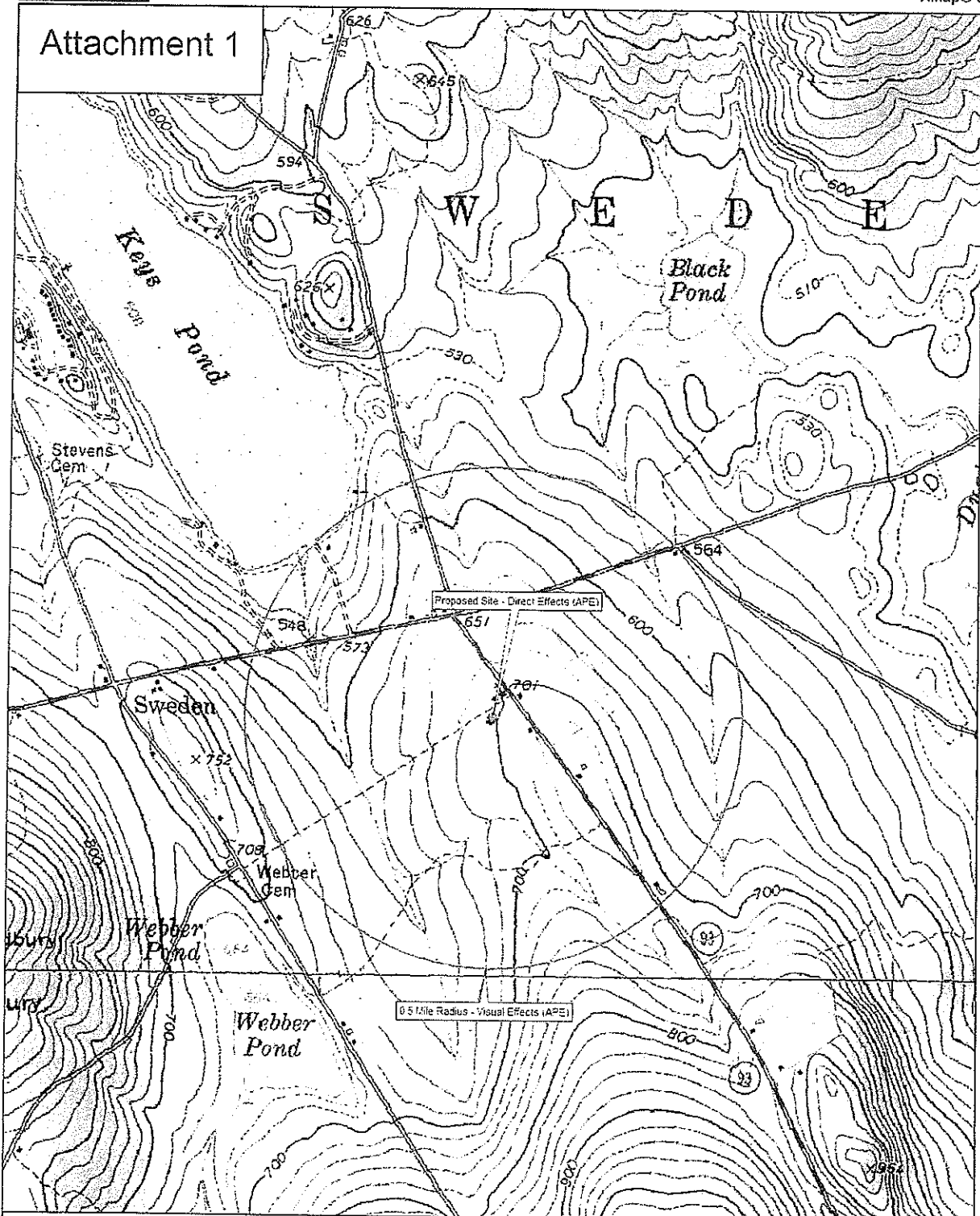
Sincerely,

Megan McGuire  
Black Diamond Consultants, Inc.  
[MMcGuire@BlackDiamond.net](mailto:MMcGuire@BlackDiamond.net)

Attachment (s): Attachment I DeLorme Topographic Map

Black Diamond Consultants  
47 Enterprise Avenue, PO Box 57, Gardiner, Maine 04345  
Phone: 207-582-0056 Fax: 207-582-9098

Attachment 1



Proposed Telecommunications Facility - 190' Lattice Tower  
 N44° 07' 57.12"  
 W70° 48' 27.08"  
 Area of Potential Effects (APE)

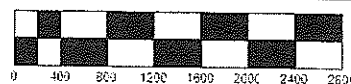
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MN (14.8' W)





JANET T. MILLS  
GOVERNOR

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

KIRK F. MOHNEY  
DIRECTOR

July 8, 2024

Ms. Megan J. McGuire  
Black Diamond Consultants, Inc.  
PO Box 57  
Gardiner, ME 04345

Project: MHPC# 1136-24      Bridgeton Rd  
   Proposed Telecommunications Facility  
Town:      Sweden, ME

Dear Ms. McGuire:

In response to your recent request, I have reviewed the information received June 20, 2024 to initiate consultation on the above referenced project pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended.

No National Register listed or known eligible architectural properties are located within the presumed area of potential effect (APE) of the proposed telecommunications facility.

After reviewing our archaeological survey records and maps, including historic maps and surficial geology maps, and comparing this information with a predictive model of archaeological site locations, we find that no archaeological fieldwork is necessary for this communications tower project within the construction APE. No significant archaeological site will be affected by this project.

As you may know, the Federal Communication Commission's Nationwide Programmatic Agreement sets forth the Section 106 consultation process for cellular communications towers. In order for us to review the proposed undertaking, the applicant must submit an FCC Form 620 (New Tower Submission Packet) electronically or in hard copy to our office for review and comment before the commencement of any construction or other installation activities on this site.

Once this information is received, our office will forward a response regarding the results of our evaluation. Please contact Megan M. Rideout of our staff, at (207)287-2992 or [megan.m.rideout@maine.gov](mailto:megan.m.rideout@maine.gov), if you have any questions regarding this matter.

Sincerely,

Kirk F. Mohney  
State Historic Preservation Officer