

CONDITIONAL USE PLAN

No. CU 202404

GREGG ROAD COMMUNITY SOLAR

EXISTING UTILITIES NOTES:

- UTILITY INFORMATION SHOWN HEREON WAS OBTAINED FROM AVAILABLE RECORDS. THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL HAND DIG TEST PITS AT ALL UTILITY CROSSINGS TO DETERMINE THE EXACT LOCATION AND DEPTH WELL IN ADVANCE OF CONSTRUCTION.
- FOR MARKING LOCATIONS OF EXISTING UTILITIES, NOTIFY "MISS UTILITY" AT 1-800-257-7777, 48 HOURS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
- FOR FIELD LOCATION OF GAS LINE SERVICES, PLEASE NOTIFY WASHINGTON GAS LIGHT CO. 1-800-1000, 48 HOURS PRIOR TO THE START OF ANY EXCAVATION OR CONSTRUCTION.
- OMISSIONS AND/OR ADDITIONS OF UTILITIES FOUND DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF ANY CONTRACTOR ENGAGED IN EXCAVATION AT THIS SITE. SUTSCHICK, LITTLE & WEBER, P.A. SHALL BE NOTIFIED IMMEDIATELY OF ANY AND ALL UTILITY INFORMATION, OMISSIONS AND ADDITIONS FOUND BY ANY CONTRACTOR.
- DUE TO THE PROXIMITY OF LIVE UNDERGROUND AND OVERHEAD UTILITIES, HE ARE NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY SUSTAINED DURING CONSTRUCTION BY ANY PERSONS, TRUCKS, TRAILERS, OR EQUIPMENT USED ON OR ADJACENT.

48 Hours
Before You Dig
Call
"MISS UTILITY"
Service Protection Center

MEMBER
ONE CALL SYSTEMS INTERNATIONAL

CALL TOLL FREE
1-800-257-7777

MAPPED SOIL TYPES

MAP UNIT	DESCRIPTION	HIGHLY ERODIBLE	HYDRIC RATING	USE CLASSIFICATION	HYDROLOGICAL GROUP	DRAINAGE CLASS	K-FACTOR
2B	Glennville Silt Loam 3-8% slopes	Severe	0	2	B	Well drained	0.37
2C	Glennville Silt Loam 2-5% slopes	Severe	0	3	B	Well drained	0.37
5A	Glennville Silt Loam 0-3% slopes	Slight	10	2	C	Moderately Well drained	0.37
5B	Glennville Silt Loam 3-8% slopes	Severe	10	2	C/D	Moderately Well drained	0.37
6A	Baile Silt Loam 0-3% slopes	Slight	05	4	C/D	Poorly Drained	0.37
16D	Brinklow-Blocktown chanery silt loam 15-25% slopes, very rocky	Severe	5	4	C	Well drained	0.24

ACCORDING TO USDA - WEB SOIL SURVEY
Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture,
Web Soil Survey. Available online at <http://websoilsurvey.nrcs.usda.gov/> accessed May 18, 2021.



KEY MAP
SCALE: 1"=200'

GENERAL NOTES

- Applicant: Alder Energy Development, LLC
445 Jessen Lane
Charleston, SC 29442
- Owner: Gregg Road LLC
PO Box 5126
Lagonsville, MD 20882
- Site Address: 4434 Gregg Road
Brookville, MD 20833
- Tax ID: Parcel 115 (08-0071106)
(Consolidated with Parcel 320)
Deed Book: 63574 Page 184
- 8-Digit Watershed Name: Rocky Gorge Dam
- 8-Digit Watershed No. 0219107
- 12-Digit Watershed No. Upper Hawking River
- 12-Digit Watershed Name: 0219107045
- Watershed Use Class: I-V-F
- Boundary Survey By: GLM 2021
- Aerial Topography By: McKenzie Snyder 2022
- Wetland/Stream Delineation: American Land Concepts (May 2021)
- Water and Sewer Service Category: Water Category: W-5
Sewer Category: S-6
- There are no floodplains located on or near the site per FEMA map No. 24051C0205D (Effective date: 9/24/2006)
- Natural Resources Inventory/Forest Stand Delineation, No. 420212540
Approved 10/15/22
- Part of the Subject Property is located within the Patuxent Primary Management Area.
- The property is not listed on the Montgomery County locational atlas and index of historic sites.
- There are no known county champion trees located on or adjacent to the site as per the 2019-2020 publication of champion trees in Montgomery County, Maryland.
- Trees were field surveyed and measured with a D-tape in the field on May 17, 2021 by Keith Bennett of Gutschick, Little & Weber, P.A.
- There are perennial streams and environmental buffers onsite.
- The site is not located in a special protection area.
- The site is located within the boundaries of the Olney Master Plan.
- The area under the solar facility shall be designated pollinator-friendly under the Maryland pollinator-friendly designation program.
- The Solar Collection System will be rated at more than 200% of on-site energy use and less than 2 Megawatts (AC).
- The Solar Collection System is not located on soils classified by USDA as Category 1 or Category 2 and is not located in a stream buffer, on wetlands or on slopes equal to or greater than 15%.
- Grading and any soil removal area to be minimized. Scraping top soil from the site is prohibited.
- The Solar Collection Facility will be compliant with the requirements of the State's Net Metering Program under Maryland Code T-306, COMAR 20.50.10 And COMAR 20.62.
- Removal of trees or landscaping otherwise required or attached as a condition of approval of any plan, application or permit for the installation or operation of this Solar Collection Facility is prohibited.
- Except for pad areas for transformers and electrical equipment, the use of concrete is prohibited.
- Landscape screening has been provided that satisfies Section 54.6.5.3.C.8 (Option A) on the sides of the facility within 200' of any neighboring house. (See landscape plan). A 6' tall perimeter fence has been provided.
- At the time of this approval, the total land area of Conditional facilities in the Montgomery County AR-Zone has not exceeded 1800 Acres.
- An 8 foot tall fence is proposed and allowed within the Building Line Setbacks per Section 6.4.3.C.3.f since the property is farmed and agriculturally assessed.

LEGEND

- EX. PROPERTY LINE
- EXISTING TREELINE
- EX. CONTOURS
- EX. CURB
- EX. SIDEWALK
- EX. CURB
- EX. ELECTRIC
- EXISTING OVERHEAD WIRE
- EX. GAS
- EX. SAN
- EX. WATER
- EX. STORM DRAIN
- EX. FENCE
- STREAM BUFFER
- EX. STREAM
- EX. WETLANDS
- EX. WETLAND BUFFER
- LIMIT OF CONDITIONAL USE
- PATUXENT PRIMARY MANAGEMENT AREA
- SOIL DELINEATION
- SLOPES 15% OR GREATER
- SLOPES 25% OR GREATER
- EX. GRAVEL
- EX. BUILDING/STRUCTURE
- EX. UTILITY POLE
- EX. LIGHT
- PROP. SOLAR MODULE
- LIMIT OF CONDITIONAL USE

SITE DATA TABLE

Gross Tract Area:	53.45 Ac.
R/W Dedication:	(-/-) 3.51 Ac.
Area to remain in commercial agricultural production/use:	(-/-) 371.74 Ac.
Net Tract Area:	(-/-) 12.64 Ac.
Existing Zoning:	AR (Agricultural Resources)
Existing Use:	Agriculture (Tree Nursery)
Proposed Use:	Community Solar Facility & Agriculture (Tree Nursery)
Solar Collection System Area:	(-/-) 8.11 Ac.
Conditional Use Area:	(-/-) 12.64 Ac. (Solar Collection Area & Forest Conservation Area)

Development Standards	Permitted/Required	Proposed
Site Area (min)	25 Ac.	50.38 Ac.
Lot Area (min)	40,000 Sq. Ft.	N/A
Density Allowed (1 Lot/25 Ac.)	2 Lots	N/A (1 Parcel)
Lot Coverage	10%	0%
Building (Principal Building & Accessory Structure Max. Height)	50 Ft.	± 15 Ft.
Front Setback:	50 Ft. min	50 Ft. min.*
Side Street Setback:	50 Ft. min	50 Ft. min.*
Perimeter Fence Height	8 Ft.	7 Ft.

* The front setback and side street setback must consist of any scenic setback recommended by a master plan or 50 feet, whichever is greater, Section 54-4.2.1.f. (Specification for Principal Building and Accessory Structure Setbacks) a.

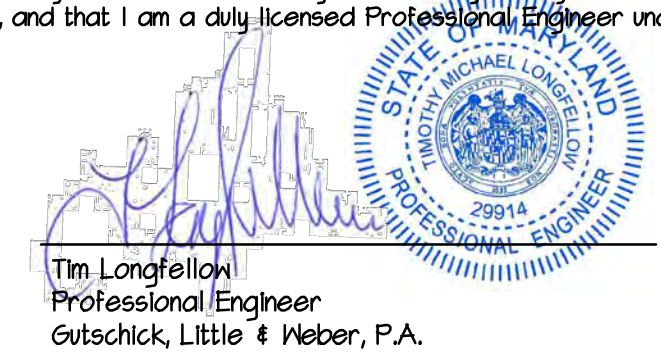
SHEET SCHEDULE

SHEET NO.	SHEET TITLE
1	COVER SHEET
2	APPROVAL SHEET
3	COMPOSITE PLAN
4	CONDITIONAL USE SITE PLAN
5	SITE DETAILS SHEET
6	COMPOSITE LANDSCAPE PLAN
7	DETAILED LANDSCAPE PLAN

PROFESSIONAL CERTIFICATION

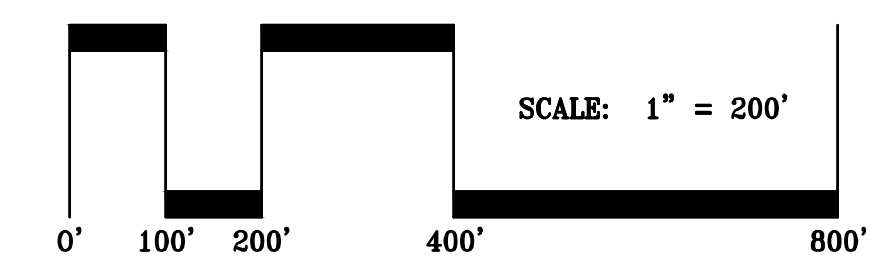
I hereby certify that to the best of my knowledge, information and belief that the plan shown hereon is true and correct; has been prepared in accordance with the Subdivision Regulations of Montgomery County, Maryland and the boundary has been field surveyed. I hereby certify that these plans were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland.

License No.: 24914
Expiration Date: January 20, 2024
8/24/2023
Date



GLW
PLANNING [ENGINEERING] SURVEYING
3809 NATIONAL DRIVE | SUITE 250 | BURTONSVILLE, MD 20896 | GLWPA.COM
PHONE: 301-421-4024 | FAX: 301-421-4188

DESIGNED BY	CHECKED BY	DATE	REVISION	BY	APPR.
KAB	KAF				



PREPARED FOR:
Alder Energy Development, LLC.
445 Jessen Lane
Charleston, SC 29492
Donald R. Zimmerman
843.388.5493

SCALE	ZONING
1"=200'	AR
DATE	TAX MAP - GRID
AUG. 2023	HV-341

COVER SHEET
GREGG ROAD COMMUNITY SOLAR
PARCEL 115
GREGG RD., LLC "DEED OF CONSOLIDATION"
BK. 63574 Pg 184
MONTGOMERY COUNTY, MARYLAND

G. L. W. FILE NO.
21036
SHEET
1 OF 7

L:\CAD\DRAWINGS\2024\PLANS BY GLW\BIE PLAN-CONDITIONAL USE\TMSHP-01.dwg



DEPARTMENT OF PERMITTING SERVICES

Mari Elch
County Executive

Rabbiah Sabbahan
Director

March 6, 2023

Mr. Tim Longfellow
Gubbins, Liss, Weber, P.A.
3009 National Dr. Burtonsville,
MD 20869

March 6, 2023

Re: COMBINED STORMWATER
MANAGEMENT CONCEPT/SITE
DEVELOPMENT STORMWATER
MANAGEMENT PLAN for
Gregg Road Community Solar
Preliminary Plan # NA
SM File # 289189
Tract Size/Zone: 53.9 ac
Total Contested Area: 0.59 ac
Lots/Block: NA
Parcel(s): 115
Watershed: Havings River

Dear Mr. Longfellow:

Based on a review by the Department of Permitting Services Review Staff, the stormwater management concept for the above-mentioned site is acceptable. The plan proposes to meet required stormwater management goals via the use of Sheetflow to Conservation Area.

The following items will need to be addressed during the detailed sediment control/stormwater management plan stage:

1. A detailed review of the stormwater management computations will occur at the time of detailed plan review.
2. An engineered sediment control plan must be submitted for this development.
3. All filtration media for manufactured best management practices, whether for new development or redevelopment, must consist of MDE approved material.
4. Landscaping in areas located within the stormwater management easement which are shown on the approved Landscape Plan as part of the approved Site Plan are illustrative purpose only and may be changed at the time of detailed plan review of the Sediment Control/Storm Water Management plans by the Montgomery County Department of Permitting Services, Water Resources Section.

This list may not be all-inclusive and may change based on available information at the time.



2425 Reeds Drive, 7th Floor, Wheaton, Maryland 20902 | 240-777-0111
www.montgomerycountymd.gov/permitting-services

Mr. Tim Longfellow
March 6, 2023
Page 2 of 2

Payment of a stormwater management contribution in accordance with Section 2 of the Stormwater Management Regulation 4-90 is not required.

This letter must appear on the sediment control/stormwater management plan at its initial submittal. The concept approval is based on all stormwater management structures being located outside of the Public Utility Easement, the Public Improvement Easement, and the Public Right of Way unless specifically approved on the concept plan. Any divergence from the information provided to this office, or additional information received during the development process, or a change in an applicable Executive Regulation may constitute grounds to rescind or amend any approval actions taken, and to reevaluate the site for additional or amended stormwater management requirements. If there are subsequent additions or modifications to the development, a separate concept request shall be required.

If you have any questions regarding these actions, please feel free to contact Bill Musico PE at 240-777-6340.

Sincerely,

Mark Etheridge

Mark Etheridge, Manager
Water Resources Section
Division of Land Development Services

cc: Neil Braunstein
SM File # 289189

ESD: Regard@pwwater 800 of 12,721 of
PL: Tagan@pwwater 1,0715 of
STRUCTURAL: 500 of
WAVES: 0 of

L:\CADD\DRAWINGS\STUDY PLANS BY GLW\BIE PLAN-CONDITIONAL USE\21036P-02-JRP.dwg

3809 NATIONAL DRIVE | SUITE 250 | BURTONSVILLE, MD 20866 | GLWPA.COM
PHONE: 301-421-4024 | BALT: 410-880-1500 | DC/VA: 301-489-2524 | FAX: 301-421-4188

DESIGNED BY	KAB			
DRAWN BY	KAB			
CHECKED BY	KAF			
DATE		REVISION	BY	APPR.

PREPARED FOR: Alder Energy Development, LLC. 495 Jessen Lane Charleston, SC 29492 Donald R. Zimmerman 843.388.5493	SCALE	ZONING	APPROVAL SHEET GREGG ROAD COMMUNITY SOLAR PARCEL 115 GREGG RD., LLC "DEED OF CONSOLIDATION" BK. 63574 Pg 184 OLNEY ELECTION DISTRICT No. 08 MONTGOMERY COUNTY, MARYLAND	G. L. W. FILE No.
	N/A	AR		21036
	DATE	TAX MAP - GRD	SHEET	
	AUG. 2023	HV-341	2 OF 7	

48 Hours
Before You Dig
Call
"MISS UTILITY"
Service Protection Center

CALL TOLL FREE
1-800-257-7777

- EXISTING UTILITIES NOTES:**
- UTILITY INFORMATION SHOWN HEREON WAS OBTAINED FROM AVAILABLE RECORDS. THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 - THE CONTRACTOR SHALL HAND DIG TEST PITS AT ALL UTILITY CROSSINGS TO DETERMINE THE EXACT LOCATION AND DEPTH WELL IN ADVANCE OF CONSTRUCTION.
 - FOR MARKING LOCATIONS OF EXISTING UTILITIES, NOTIFY "MISS UTILITY" AT 1-800-257-7777, 48 HOURS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
 - FOR FIELD LOCATION OF GAS LINE SERVICES, PLEASE NOTIFY WASHINGTON GAS LIGHT CO., 103-750-1000, 48 HOURS PRIOR TO THE START OF ANY EXCAVATION OR CONSTRUCTION.
 - OMISSIONS AND/OR ADDITIONS OF UTILITIES FOUND DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF ANY CONTRACTOR ENGAGED IN EXCAVATION AT THIS SITE. GUTSCHICK, LITTLE & WEBER, P.A. SHALL BE NOTIFIED IMMEDIATELY OF ANY AND ALL UTILITY INFORMATION, OMISSIONS AND ADDITIONS FOUND BY ANY CONTRACTOR.
 - DUE TO THE PROXIMITY OF LIVE UNDERGROUND AND OVERHEAD UTILITIES, WE ARE NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY SUSTAINED DURING CONSTRUCTION BY ANY PERSONS, TRUCKS, TRAILERS, OR EQUIPMENT USED ON OR ADJACENT.



LEGEND

- EX. PROPERTY LINE
- LIMIT OF CONDITIONAL USE
- EXISTING TREELINE
- EX. CONTOURS
- EX. CURB
- EX. SIDEWALK
- EX. CURB
- EX. ELECTRIC
- EXISTING OVERHEAD WIRE
- EX. GAS
- EX. SAN
- EX. WATER
- EX. STORM DRAIN
- EX. FENCE
- STREAM BUFFER
- EX. STREAM
- EX. WETLANDS
- EX. WETLAND BUFFER
- PATIENT PRIMARY MANAGEMENT AREA
- SOIL DELINEATION
- SLOPES 15% OR GREATER
- SLOPES 25% OR GREATER
- EX. GRAVEL
- EX. BUILDING/ STRUCTURE
- EX. UTILITY POLE
- EX. LIGHT
- PROP. SOLAR MODULE

PROFESSIONAL CERTIFICATION
I hereby certify that to the best of my knowledge, information and the belief that the plan shown hereon is true and correct; has been prepared in accordance with the Subdivision Regulations of Montgomery County, Maryland; and the boundary has been field surveyed. I hereby certify that these plans were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland.

License No. 29914
Expiration Date: January 20, 2024

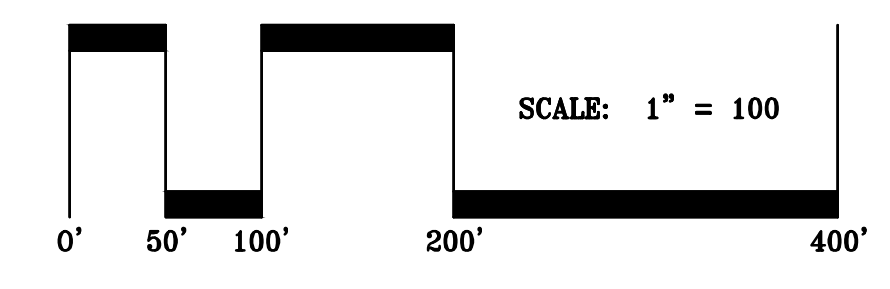
8/24/2023
Date

Tim Longfellow
Professional Engineer
Gutschick, Little & Weber, P.A.

GLW
PLANNING | ENGINEERING | SURVEYING

3809 NATIONAL DRIVE | SUITE 250 | BURTONSVILLE, MD 20896 | GLWPA.COM
PHONE: 301-421-4024 | BALT: 410-880-1850 | DC/VA: 301-489-2524 | FAX: 301-421-4188

DESIGNED BY	DRAWN BY	CHECKED BY	DATE	REVISION	BY	APPR.
KAB	KAB	KAF				



PREPARED FOR:
Alder Energy Development, LLC.
495 Jassam Lane
Charleston, SC 29492
Donald R. Zimmerman
843.388.5493

SCALE	ZONING
1"=100'	AR
DATE	TAX MAP - GRID
AUG. 2023	HV-341

COMPOSITE PLAN

GREGG ROAD COMMUNITY SOLAR
PARCEL 115

GREGG RD., LLC "DEED OF CONSOLIDATION"
BK. 63574 Pg 184

OLNEY ELECTION DISTRICT No. 08


G. L. W. FILE No.
21036

SHEET
3 OF 7

MONTGOMERY COUNTY, MARYLAND

L:\CADD\DRAWINGS\2023\PLANS BY GLW\BTE PLAN-CONDITIONAL USE\21036P-03.dwg

48 Hours
Before You Dig
Call
"MISS UTILITY"
Service Protection Center



MEMBER
ONE CALL SYSTEMS INTERNATIONAL

CALL TOLL FREE
1-800-257-7777

- EXISTING UTILITIES NOTES:**
- UTILITY INFORMATION SHOWN HEREON HAS OBTAINED FROM AVAILABLE RECORDS. THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 - THE CONTRACTOR SHALL HAND DIG TEST PITS AT ALL UTILITY CROSSINGS TO DETERMINE THE EXACT LOCATION AND DEPTH WELL IN ADVANCE OF CONSTRUCTION.
 - FOR MARKING LOCATIONS OF EXISTING UTILITIES, NOTIFY "MISS UTILITY" AT 1-800-257-7777, 48 HOURS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
 - FOR FIELD LOCATION OF GAS LINE SERVICES, PLEASE NOTIFY WASHINGTON GAS LIGHT CO., 103-750-1000, 48 HOURS PRIOR TO THE START OF ANY EXCAVATION OR CONSTRUCTION.
 - OMISSIONS AND/OR ADDITIONS OF UTILITIES FOUND DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF ANY CONTRACTOR ENGAGED IN EXCAVATION AT THIS SITE. OUTSIDE LITTLE & PETERS, P.A. SHALL BE NOTIFIED IMMEDIATELY OF ANY AND ALL UTILITY INFORMATION, OMISSIONS AND ADDITIONS FOUND BY ANY CONTRACTOR.
 - DUE TO THE PROXIMITY OF LIVE UNDERGROUND AND OVERHEAD UTILITIES, WE ARE NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY SUSTAINED DURING CONSTRUCTION BY ANY PERSONS, TRUCKS, TRAILERS, OR EQUIPMENT USED ON OR ADJACENT.

LEGEND

- EX. PROPERTY LINE
- LIMIT OF CONDITIONAL USE
- EXISTING TRELISE
- EX. CONTOURS
- EX. CURB
- EX. SIDEWALK
- EX. CURB
- EX. ELECTRIC
- EXISTING OVERHEAD WIRE
- EX. GAS
- EX. SAN
- EX. WATER
- EX. STORM DRAIN
- EX. FENCE
- STREAM BUFFER
- EX. STREAM
- EX. WETLANDS
- EX. WETLAND BUFFER
- PATIENT PRIMARY MANAGEMENT AREA
- SOIL DELINEATION
- SLOPES 15% OR GREATER
- SLOPES 25% OR GREATER
- EX. GRAVEL
- EX. BUILDING/ STRUCTURE
- EX. UTILITY POLE
- EX. LIGHT
- PROP. SOLAR MODULE



SOLAR ARRAY - AREA "B"
SCALE 1"=50'

SOLAR ARRAY - AREA "A"
SCALE 1"=50'

PROFESSIONAL CERTIFICATION
I hereby certify that to the best of my knowledge, information and belief that the plan shown herein is true and correct; has been prepared in accordance with the Subdivision Regulations of Montgomery County, Maryland; and the boundary has been field surveyed. I hereby certify that these plans were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland.

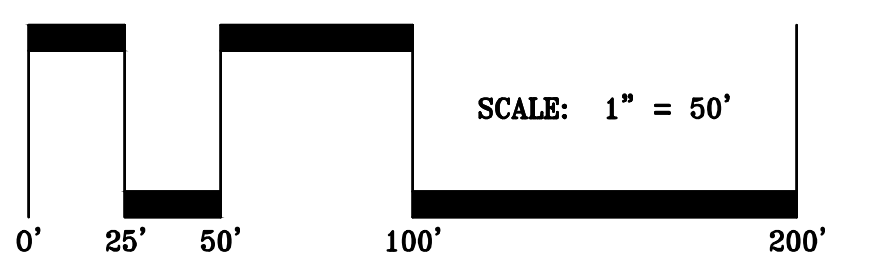
License No. 24914
Expiration Date: January 20, 2024
8/24/2023
Date

Tim Langfellow
Professional Engineer
Gutschick, Little & Heber, P.A.

GLW
PLANNING | ENGINEERING | SURVEYING

3809 NATIONAL DRIVE | SUITE 250 | BURTONSVILLE, MD 20896 | GLWPA.COM
PHONE: 301-421-4024 | FAX: 301-421-4180 | TOLL FREE: 1-800-888-1800 | LICENSE: 201-089-2524 | FAX: 301-421-4180

DESIGNED BY	DRAWN BY	CHECKED BY	DATE	REVISION	BY	APPR.
KAB	KAB	KAB				



PREPARED FOR:
Alder Energy Development, LLC.
495 Jessen Lane
Charleston, SC 29492
Donald R. Zimmerman
843.388.5493

SCALE	ZONING
1"=50'	AR
DATE	TAX MAP - GRID
AUG. 2023	HV-341

CONDITIONAL USE SITE PLAN
GREGG ROAD COMMUNITY SOLAR
PARCEL 115
GREGG RD., LLC "DEED OF CONSOLIDATION"
BK. 63574 Pg 184
MONTGOMERY COUNTY, MARYLAND

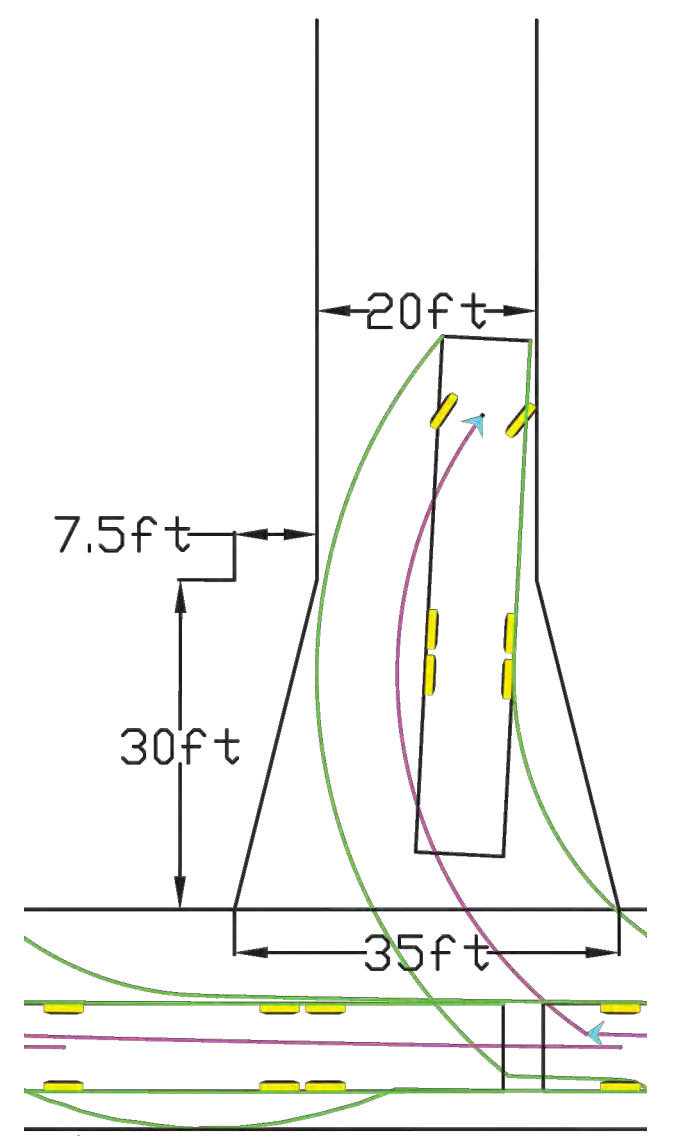
G. L. W. FILE NO.
21036
SHEET
4 OF 7



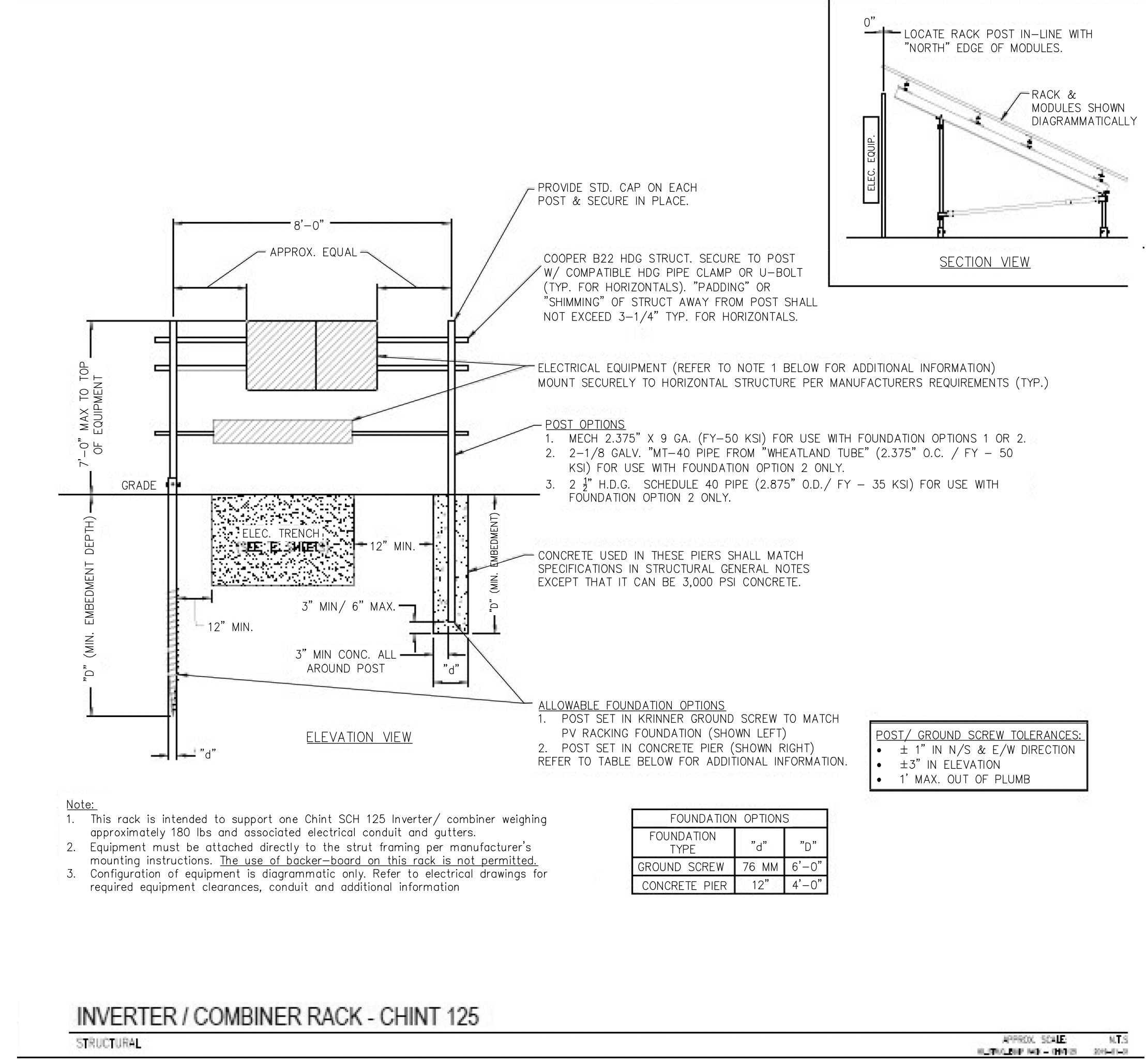
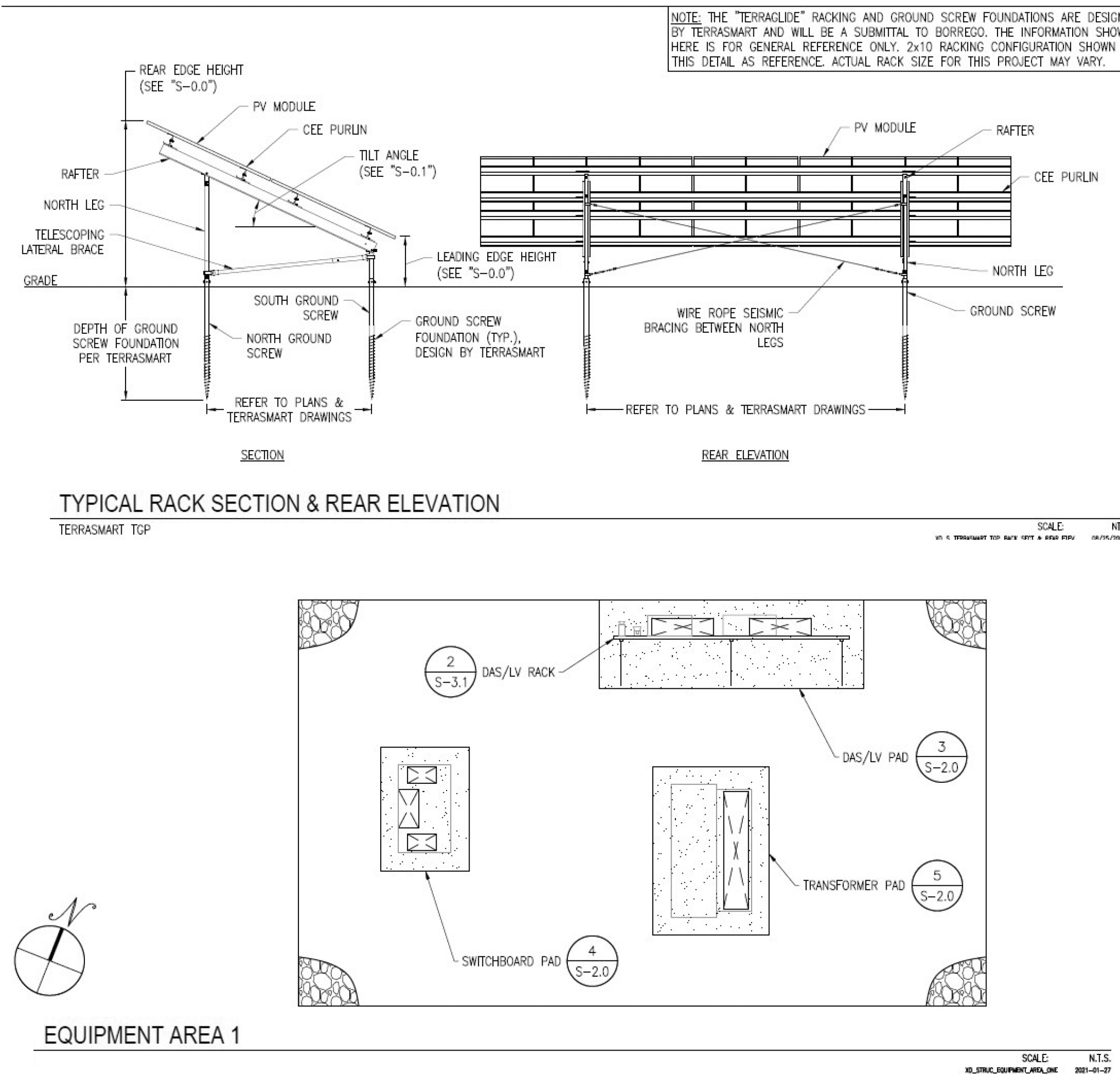
- Specifications:
1. 12' Tall pressure treated posts buried 3.5'.
 2. Welded Wire Fence or Fixed Knot.
 3. 3" gap at the bottom for string trimming.
 5. 7' Ht. Fence

7' TALL FENCE (OR APPROVED EQUAL)

SCALE: N.T.S.



2 FIRE ACCESS APRON DETAIL
SCALE: N.T.S.



L:\CADD\DRAWINGS\310\PLANS BY GLW\BIE PLAN-CONDITIONAL LIST\31035P-05-02E.dwg

GLW
PLANNING | ENGINEERING | SURVEYING

3809 NATIONAL DRIVE | SUITE 250 | BURTONSVILLE, MD 20886 | GLWPA.COM
PHONE: 301-421-4024 | BALTO: 410-880-1850 | DC/VA: 301-489-2524 | FAX: 301-421-4188

DESIGNED BY	DATE	REVISION	BY	APPR.
KAB				
DRAWN BY				
KAB				
CHECKED BY				
KAF				

PREPARED FOR:
Alder Energy Development, LLC.
4955 Jessen Lane
Charleston, SC 29492
Donald R. Zimmerman
843.388.5493

SCALE: AS SHOWN
ZONING: AR
DATE: AUG. 2023
TAX MAP - GRID: HV-341

SITE DETAILS SHEET
GREGG ROAD COMMUNITY SOLAR
PARCEL 115
GREGG RD., LLC "DEED OF CONSOLIDATION"
BLK. 63574 Pg 184
OLNEY ELECTION DISTRICT No. 08
MONTGOMERY COUNTY, MARYLAND

G. L. W. FILE No. 21036
SHEET 5 OF 7

adani Solar

Elan Shine Bifacial PV Modules
MBB P-Type PERC Half-cut

ASB-M10-144-AAA (AAA=520-545) | 144 Cells | 520-545 Wp

Highlights

- MBB cell technology - excellent anti-microcracking performance with more balanced interior stress; grid pattern current path, lower cost.
- Up to 70 ± 5 % bifaciality Factor
- Longer Product life and performance -0.45% year over year degradation with 30 years warranty on power
- Least Degradation for LiD, LeTID
- Modules Made with Ga doped wafer, Smart Soldering, 10BB
- Excellent PID Resistance

Higher generation due to bifacial technology

Warranty based on power

ADANI Linear warranty
STD Linear warranty

adani Solar

Technical Data

Multi irradiance curve Bifacial M10-144 HC cell Module

Electrical data - All data measured to STC*

Electrical Specification	Only front (STC)			
	520	525	530	540
Peak power, (P _{max}) (W)	41.78	41.34	41.49	41.64
Maximum voltage, Vmp (V)	42.69	42.72	42.79	42.86
Maximum current, Imp (A)	48.60	48.78	48.95	49.12
Open circuit voltage, Voc (V)	48.60	48.78	48.95	49.12
Short circuit current, Isc (A)	13.41	13.48	13.55	13.71
Module efficiency (%)	22.23	22.44	22.64	22.83

Dimensions in mm

Temperature co-efficients (Tc) and permissible operating conditions

Mechanical data

Warranty and certifications

Performance warranty: Power degradation < 0.45% in first year < 0.45% / year in 2-30 years

Approvals and certifications: IEC 61215 Ed2, IEC 61730 Ed 1, IEC 61730 Ed 2, IEC 61730 Ed 3, IEC 61730 Ed 4, IEC 62716, IEC 62762, IEC 60068-2-68, IEC 61853/3

PROFESSIONAL CERTIFICATION

I hereby certify that to the best of my knowledge, information and the belief that the plan shown herein is true and correct; has been prepared in accordance with the Subdivision Regulations of Montgomery County, Maryland; and the boundary has been field surveyed. I hereby certify that these plans were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland.

License No. 29414
Expiration Date: January 20, 2024

8/24/2023
Date

Tim Longfellow
Professional Engineer
Gutschick, Little & Heber, P.A.

FOREST CONSERVATION PLAN NO. F20230320

GREGG ROAD COMMUNITY SOLAR

ATTACHMENT B

EXISTING UTILITIES NOTES:

- UTILITY INFORMATION SHOWN HEREON WAS OBTAINED FROM AVAILABLE RECORDS. THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL HAND DIG TEST PITS AT ALL UTILITY CROSSINGS TO DETERMINE THE EXACT LOCATION AND DEPTH WELL IN ADVANCE OF ANY EXCAVATION OR CONSTRUCTION.
- FOR MARKING LOCATIONS OF EXISTING UTILITIES, NOTIFY "MISS UTILITY" AT 1-800-257-7777, 48 HOURS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
- FOR FIELD LOCATION OF GAS LINE SERVICES, PLEASE NOTIFY WASHINGTON GAS LIGHT CO., 103-150-1000, 48 HOURS PRIOR TO THE START OF ANY EXCAVATION OR CONSTRUCTION.
- OMISSIONS AND/OR ADDITIONS OF UTILITIES FOUND DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF ANY CONTRACTOR ENGAGED IN EXCAVATION AT THIS SITE. GUTSICK, LITTLE & WEBER, P.A. SHALL BE NOTIFIED IMMEDIATELY OF ANY AND ALL UTILITY INFORMATION OMISSIONS AND ADDITIONS FOUND BY ANY CONTRACTOR.
- DUE TO THE PROXIMITY OF LIVE UNDERGROUND AND OVERHEAD UTILITIES, WE ARE NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY SUSTAINED DURING CONSTRUCTION BY ANY PERSONS, TRUCKS, TRAILERS, OR EQUIPMENT USED ON OR ADJACENT TO THE SITE.

GENERAL NOTES

- Applicant: Alder Energy Development, LLC
495 JESSIE LANE
CHARLESTON, SC 29442
- Owner: Gregg Road LLC
PO BOX 5126
LADSONVILLE, MD 20882
- Site Address: 4434 Gregg Road
Brookville, MD 20833
- Tax ID: Parcel 115 (08-0011486)
(Consolidated with Parcel 320)
Deed Book 63574 Page 184
- 8-Digit Watershed Name: Rocky Gorge Dam
8-Digit Watershed No. 02310107
- 12-Digit Watershed No. Upper Hawkins River
8-Digit Watershed Name: 0231010945
- Watershed Use Class: IV-F
- Boundary Survey By: MCKENZIE SRYDER 2022
- Aerial Topography By: American Land Concepts (May 2021)
- Water and Sewer Service Category:
Existing: Water Category: IV-5
Sewer Category: 5-6
- There are no floodplains located on or near the site per FEMA map No. 240391C0205D (Effective date: 9/29/2006)
- Existing Resources Inventory/Forest Stand Delineation, No. 42021290 Approved 10/15/22
- Part of the Subject Property is located within the Patuxent Primary Management Area.
- There are no known county champion trees located on or adjacent to the site as per the 2019-2020 publication of Champion Trees in Montgomery County, Maryland. Trees were field surveyed and measured with a D-tape in the field on May 17, 2022 by Keith Bennett of Gutschick, Little & Weber P.A.
- There are perennial streams and environmental buffers onsite.
- The site is not located in a special protection area.
- The site is located within the boundaries of the Chazy Master Plan.
- The area under the solar facility shall be designated pollinator-friendly under the Maryland pollinator-friendly designation program.
- The Solar Collection System will be rated at more than 200% of on-site energy use and less than 2 Megawatts (AC).
- The Solar Collection System is not located on Soils Classified by USDA as Category 1 or Category 2 and is not located in a stream buffer, on wetlands or on slopes equal to or greater than 15%.
- Grading and any soil removal area to be minimized. Scraping top soil from the site is prohibited.
- The Solar Collection Facility will be compliant with the requirements of the State's Net Metering Program under Maryland Code 7-306, COMAR 20.50.10 And COMAR 20.62.
- Removal of trees or landscaping otherwise required or attached as a Condition of Approval of any plan, Application or Permit for the installation or operation of this Solar Collection Facility is prohibited.
- except for post areas for transformers and electrical equipment, the use of concrete is prohibited.
- Landscape screening has been provided that satisfies Section 59.6.5.3.C.3 (Option A) on the sides of the facility within 200' of any neighboring house. (See landscape plan). A 8' tall perimeter fence has been provided.
- At the time of this Approval, the total land area of Conditional Facilities in the Montgomery County AR-Zone has not exceeded 1,200 Acres.
- An 8 Foot tall fence is proposed and allowed within the Building Line Setbacks per Section 6.4.3.C.3.1 since the property is farmed and agriculturally assessed.

48 Hours
Before You Dig
Call
"MISS UTILITY"
Service Protection Center

MEMBER
ONE CALL SYSTEMS INTERNATIONAL

CALL TOLL FREE
1-800-257-7777

VICINITY MAP
SCALE: 1" = 2,000'

WSSC GRID: 229N-04 TAX MAP: HV-341

SITE DATA TABLE

Gross Tract Area:	59.95 Ac.
R/W Dedication:	(+/-) 3.57 Ac.
Area to remain in commercial agricultural production/use (A-C):	(+/-) 37.14 Ac.
Net Tract Area:	(+/-) 12.64 Ac.

Existing Zoning: AR (Agricultural Resource)
Existing Use: Agriculture (Tree Nursery)
Proposed Use: Community Solar Facility & Agriculture (Tree Nursery)
Solar Collection System Area: (+/-) 8.71 Ac.
Conditional Use Area: (+/-) 12.64 Ac. (Solar Collection Area & Forest Conservation Area)

Forest Conservation Data Table

Tract	Number of Acres
Remaining in Agricultural Use	54.0
Road & Utility ROWs	3.6
Total Existing Forest	1.1
Forest Retention	1.1
Forest Cleared	-

Land Use and Thresholds	Land Use Category	Conservation Threshold	Afforestation Threshold
ARA	ARA, MDR, IDA, HDR, MPD, or CIA	55%	20%
		percent	percent

Total Channel Length (ft.)	Average Buffer Width (ft.)
Stream(s)	8,907
	125

Acres of Forest in Wetlands	Retained	Cleared	Planted
100-Year Floodplain	0.38	-	0.72
Stream Buffers	0.76	-	1.38
Priority Areas	-	-	-

1 Only Road or Utility ROWs not to be improved as part of development application.
2 Landscaping shall be done in accordance with the Forest Conservation Plan.
3 Measured from stream edge to buffer edge.

FOREST CONSERVATION WORKSHEET

GREGG ROAD COMMUNITY SOLAR - F20230320 (Within same Watershed or Priority Area)

NET TRACT AREA:	Value	NET TRACT AREA:	Value
A. Total tract area	59.95	A. Total tract area	59.95
B. Additions to tract area (Off-Site Work, etc.; construction required by this plan)	0.00	B. Additions to tract area (Off-Site Work, etc.; construction required by this plan)	0.00
C. Land dedication acres (parks, county facility, etc.)	0.00	C. Land dedication acres (parks, county facility, etc.)	0.00
D. Land dedication for roads or utilities (construction not required by this plan)	3.57	D. Land dedication for roads or utilities (construction not required by this plan)	3.57
E. Area to remain in commercial agricultural production/use	37.14	E. Area to remain in commercial agricultural production/use	37.14
F. Other deductions (specify)	0.00	F. Other deductions (specify)	0.00
G. Net Tract Area	12.64	G. Net Tract Area	12.64

LAND USE CATEGORY: (from Chapter 22A-3, Definitions)	Value	LAND USE CATEGORY: (from Chapter 22A-3, Definitions)	Value
A. Total tract area	59.95	A. Total tract area	59.95
B. Additions to tract area (Off-Site Work, etc.; construction required by this plan)	0.00	B. Additions to tract area (Off-Site Work, etc.; construction required by this plan)	0.00
C. Land dedication acres (parks, county facility, etc.)	0.00	C. Land dedication acres (parks, county facility, etc.)	0.00
D. Land dedication for roads or utilities (construction not required by this plan)	3.57	D. Land dedication for roads or utilities (construction not required by this plan)	3.57
E. Area to remain in commercial agricultural production/use	37.14	E. Area to remain in commercial agricultural production/use	37.14
F. Other deductions (specify)	0.00	F. Other deductions (specify)	0.00
G. Net Tract Area	12.64	G. Net Tract Area	12.64

EXISTING FOREST COVER:	Value	EXISTING FOREST COVER:	Value
I. Existing forest cover	1.06	I. Existing forest cover	1.06
J. Area of forest above afforestation threshold	0.00	J. Area of forest above afforestation threshold	0.00
K. Area of forest above conservation threshold	0.00	K. Area of forest above conservation threshold	0.00

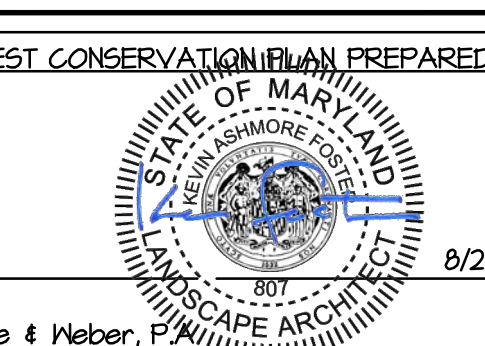
BREAK EVEN POINT:	Value	BREAK EVEN POINT:	Value
L. Forest retention above threshold with no mitigation	0.00	L. Forest retention above threshold with no mitigation	0.00
M. Clearing permitted without mitigation	0.00	M. Clearing permitted without mitigation	0.00

PROPOSED FOREST CLEARING:	Value	PROPOSED FOREST CLEARING:	Value
N. Total area of forest to be cleared	0.00	N. Total area of forest to be cleared	0.00
O. Total area of forest to be retained	1.06	O. Total area of forest to be retained	1.06

PLANTING REQUIREMENTS:	Value	PLANTING REQUIREMENTS:	Value
P. Reforestation for clearing above conservation threshold	0.00	P. Reforestation for clearing above conservation threshold	0.00
Q. Reforestation for clearing below conservation threshold	0.00	Q. Reforestation for clearing below conservation threshold	0.00
R. Credit for retention above conservation threshold	0.00	R. Credit for retention above conservation threshold	0.00
S. Total reforestation required	0.00	S. Total reforestation required	0.00
T. Total afforestation required	1.47	T. Total afforestation required	1.47
U. Credit for landscaping (may not be used to meet reforestation requirement if project is located outside an Equity Focus Area (EFA). For projects within EFA, may not exceed 20% of "S")	0.00	U. Credit for landscaping (may not be used to meet reforestation requirement if project is located outside an Equity Focus Area (EFA). For projects within EFA, may not exceed 20% of "S")	0.00
V. Total reforestation and afforestation required	1.47	V. Total reforestation and afforestation required	1.47

worksheet date: 4/30/2023

FINAL FOREST CONSERVATION PLAN PREPARED BY:



Kevin Foster
Gutschick, Little & Weber, P.A.
3404 National Drive, Suite 250
Bartonsville, Maryland 20866
Ph: (301) 421-4024 Fax: (301) 421-4186
Registered Landscape Architect #6071

DEVELOPER'S CERTIFICATE

The undersigned agrees to execute all the features of the Approved Final Forest Conservation Plan No. F20230320, including financial bonding forest planting, maintenance and all other applicable agreements.

Developer's Name: Alder Energy Development, LLC

Contact Person or Owner: Donald Zimmerman

Address: 495 JESSIE LANE
CHARLESTON, SOUTH CAROLINA 29442

Phone: 843-388-5493

Signature: *Donald Zimmerman*
Donald Zimmerman, President/CEO

LEGEND

- EX. PROPERTY LINE
- EXISTING TREELINE
- EX. CURB
- EX. SIDEWALK
- EX. ELECTRIC
- EXISTING OVERHEAD WIRE
- EX. GAS
- EX. SAN
- EX. WATER
- EX. STORM DRAIN
- EX. FENCE
- EX. STREAM BUFFER
- EX. STREAM
- EX. WETLANDS
- EX. WETLAND BUFFER
- SOIL DELINEATION
- TEMPORARY TREE PROTECTION FENCE
- LIMIT OF CONDITIONAL USE
- PATUXENT PRIMARY MANAGEMENT AREA
- EX. BUILDING STRUCTURE
- SLOPES 15% OR GREATER
- SLOPES 25% OR GREATER
- EX. GRAVEL
- EX. FOREST STAND
- FOREST IN RIGHT OF WAY
- REFORESTATION AREA
- AREA INCLUDED WITH THIS PLAN
- EXISTING TREE
- FIELD SURVEYED SPECIMEN TREE, TREE #, & CRZ
- PROPOSED FOREST CONSERVATION EASEMENT SIGNAGE
- EX. UTILITY POLE
- EX. LIGHT
- PROP. SOLAR MODULE

SIGNIFICANT AND SPECIMEN TREE LIST

No.	COMMON NAME	SPECIES NAME	DBH	CONDITION	COMMENTS	DISPOSITION	★ DISTURBED
1.	Pine Oak	Quercus palustris	26.5"	Good		Save	
2.	Pine Oak	Quercus palustris	34.5"	Good		Save	
3.	Silver Maple	Acer saccharum	28.5"	Good		Save	
4.	Red Oak	Quercus rubra	27.5"	Good		Save	
5.	Red Maple	Acer rubrum	35"	Good	Leaning over road	Save	
6.	Pine Oak	Quercus palustris	45"	Good	Split Leader	Save	
7.	Post Oak	Quercus stellata	24"	Good		Save	
8.	Red Oak	Quercus rubra	24"	Good		Save	
9.	Red Oak	Quercus rubra	28"	Good		Save	
10.	Red Oak	Quercus rubra	34"	Good		Save	
11.	Red Oak	Quercus rubra	26"	Good		Save	
12.	White Oak	Quercus alba	52"	Good		Save	
13.	Tulip Poplar	Liriodendron tulipifera	26"	Good		Save	
14.	White Oak	Quercus alba	35"	Good		Save	
15.	White Oak	Quercus alba	30"	Good		Save	
16.	White Oak	Quercus alba	24"	Good		Save	
17.	White Oak	Quercus alba	24"	Good		Save	
18.	Black Locust	Robinia pseudoacacia	30"	Poor	Crown dieback	Save	
19.	White Oak	Quercus alba	30"	Good		Save	

NOTE: There are no Champion Trees on or adjacent to the Subject Property. There are no trees that are 75% or Larger of the Champion Tree size for their species on the Subject Property.

MAPPED SOIL TYPES

MAP UNIT	DESCRIPTION	HQSLY	HYDRIC	USE	HYDROLOGICAL GROUP	DRAINAGE CLASS	K-FACTOR
2B	Stenley Silt Loam	Severe	0	2	B	Well drained	0.37
2C	3-8% slopes	Severe	0	2	B	Well drained	0.37
5A	Stenley Silt Loam	Slight	10	2	G/D	Moderately Well drained	0.37
5B	Stenley Silt Loam	Slight	10	2	G/D	Moderately Well drained	0.37
6A	Bate Silt Loam	Slight	85	4	G/D	Poorly Drained	0.37
6A	Brinklow-Blocktown drainage silt loam	Severe	5	4	G	Well drained	0.24

ACCORDING TO USDA - WEB SOIL SURVEY
Soil Survey Data: National Resources Conservation Service, United States Department of Agriculture.
Web Soil Survey. Available online at <http://websoilsurvey.sc.egov.usda.gov/> accessed May 16, 2021.

SHEET SCHEDULE

SHEET NO.	SHEET TITLE
1	FOREST CONSERVATION PLAN
2	APPROVAL SHEET
3	FOREST CONSERVATION DETAIL SHEET
4	IMPERVIOUS SURFACE PLAN



3809 NATIONAL DRIVE | SUITE 250 | BURTONSVILLE, MD 20896 | GLWPA.COM
PHONE: 301-421-4024 | FAX: 301-421-4024 | TOLL FREE: 1-800-880-1850 | LOCAL: 301-421-4186

DESIGNED BY	DRAWN BY	CHECKED BY	DATE	REVISION	BY	APPR.
KAB	KAB	KAB				

PREPARED FOR:
Alder Energy Development, LLC
495 JESSIE LANE
CHARLESTON, SC 29492
Donald Zimmerman
843.388.5493

SCALE: 1"=100'

TAX MAP - GRD
HV-341

DATE: AUG. 2023

SCALE: 1" = 100'

0' 50' 100' 200' 300' 400'

FINAL FOREST CONSERVATION PLAN	G. L. W. FILE NO.
GREGG ROAD COMMUNITY SOLAR PARCEL 115	21036
GREGG RD., LLC "DEED OF CONSOLIDATION" BLK. 63574 PG 184	SHEET
ONELEY ELECTION DISTRICT No. 08	1 OF 4

MONTGOMERY COUNTY, MARYLAND

48 Hours
Before You Dig
Call
"MISS UTILITY"
Service Protection Center

CALL TOLL FREE
1-800-257-7777

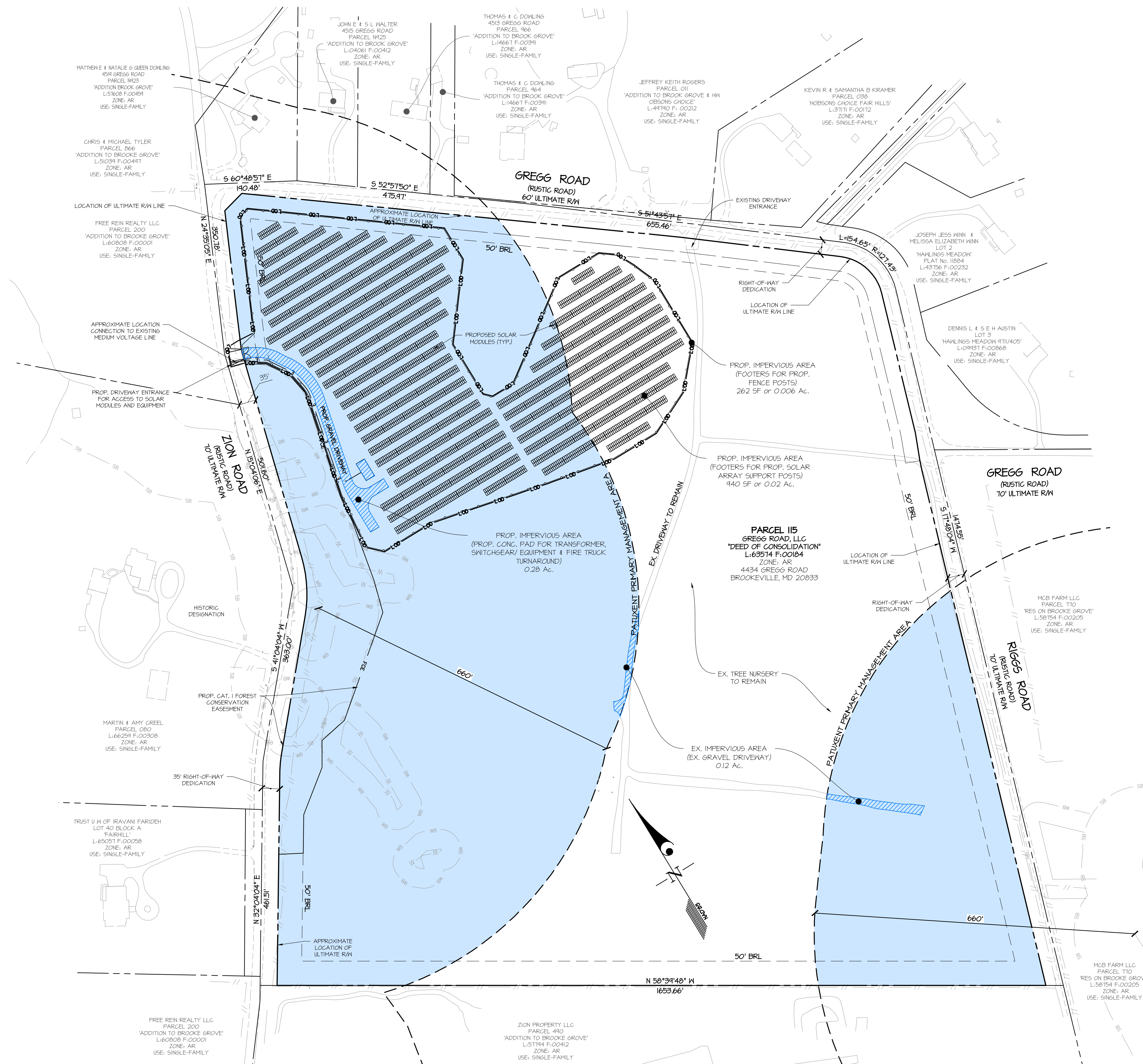
- EXISTING UTILITIES NOTES:**
- UTILITY INFORMATION SHOWN HEREON WAS OBTAINED FROM AVAILABLE RECORDS. THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 - THE CONTRACTOR SHALL HAND DIG TEST PITS AT ALL UTILITY CROSSINGS TO DETERMINE THE EXACT LOCATION AND DEPTH WELL IN ADVANCE OF CONSTRUCTION.
 - FOR MARKING LOCATIONS OF EXISTING UTILITIES, NOTIFY "MISS UTILITY" AT 1-800-257-7777, 48 HOURS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
 - FOR FIELD LOCATION OF GAS LINE SERVICES, PLEASE NOTIFY WASHINGTON GAS LIGHT CO., 103-750-1000, 48 HOURS PRIOR TO THE START OF ANY EXCAVATION OR CONSTRUCTION.
 - OMISSIONS AND/OR ADDITIONS OF UTILITIES FOUND DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF ANY CONTRACTOR ENGAGED IN EXCAVATION AT THIS SITE. GUTS/CHUCK LITTLE & WEBER, P.A. SHALL BE NOTIFIED IMMEDIATELY OF ANY AND ALL UTILITY INFORMATION, CROSSINGS AND ADDITIONS FOUND BY ANY CONTRACTOR.
 - DUE TO THE PROXIMITY OF LIVE UNDERGROUND AND OVERHEAD UTILITIES, WE ARE NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY SUSTAINED DURING CONSTRUCTION BY ANY PERSONS, TRUCKS, TRAILERS, OR EQUIPMENT USED ON OR ADJACENT.

LEGEND

- EX. PROPERTY LINE
- LIMIT OF CONDITIONAL USE
- EXISTING TREELINE
- EX. CONTOURS
- EX. CURB
- EX. SIDEWALK
- EX. CURB
- EX. ELECTRIC
- EXISTING OVERHEAD WIRE
- EX. GAS
- EX. SAN
- EX. WATER
- EX. STORM DRAIN
- EX. FENCE
- STREAM BUFFER
- EX. STREAM
- EX. WETLANDS
- EX. WETLAND BUFFER
- PATUXENT PRIMARY MANAGEMENT AREA
- EX. BUILDING/ STRUCTURE
- EX. UTILITY POLE
- EX. LIGHT
- PROP. SOLAR MODULE

TABLATIONS WITHIN THE PATUXENT PRIMARY MANAGEMENT AREA

- TOTAL AREA= 28.43 Ac.
- IMPERVIOUS AREA ALLOWED= 2.81 Ac. (10% max)
- EXISTING & PROPOSED IMPERVIOUS AREA= 0.43 Ac. (1.5%)



FINAL FOREST CONSERVATION PLAN PREPARED BY:

Kevin Foster
Guttschick, Little & Weber, P.A.
3404 National Drive, Suite 250
Burtensville, Maryland 20866
Ph: (301) 421-4024 Fax: (301) 421-4186
Registered Landscape Architect #607

8/24/2023 DATE

DEVELOPER'S CERTIFICATE

The undersigned agrees to execute all the features of the Approved Final Forest Conservation Plan No. F20230320, including financial, bonding forest planting, maintenance and all other applicable agreements.

Developer's Name: Alder Energy Development, LLC

Contact Person or Owner: Donald Zimmerman

Address: 435 Jessen Lane
Charleston, South Carolina 29412

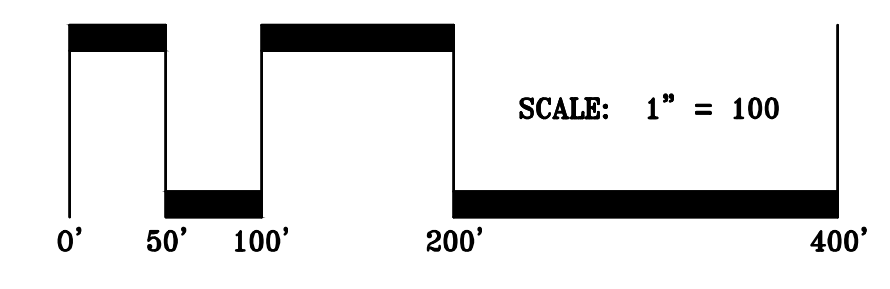
Phone: 843-366-5443

Signature: *Donald Zimmerman*
Donald Zimmerman, President/CEO

GLW
PLANNING [ENGINEERING] SURVEYING

3809 NATIONAL DRIVE | SUITE 250 | BURTONSVILLE, MD 20896 | GLWPA.COM
PHONE: 301-421-4024 | BALT: 410-880-1850 | DC/VA: 301-489-2524 | FAX: 301-421-4186

DESIGNED BY	DRAWN BY	CHECKED BY	DATE	REVISION	BY	APPR.
KAB	KAB	KAF				



PREPARED FOR:

Alder Energy Development, LLC
435 Jessen Lane
Charleston, SC 29492
Donald Zimmerman
843.366.5493

SCALE	ZONING
1"=100'	AR
DATE	TAX MAP - GRID
AUG. 2023	HV-341

IMPERVIOUS AREA PLAN

GREGG ROAD COMMUNITY SOLAR
PARCEL 115

GREGG RD., LLC "DEED OF CONSOLIDATION"
BK. 63574 Pg 184

OLNEY ELECTION DISTRICT No. 08

MONTGOMERY COUNTY, MARYLAND

MNCPPC PLAN No. F20230320

G. L. W. FILE No.
21036

SHEET
4 OF 4

L:\CADD\DRAWINGS\TYPICAL PLANS BY GAW\PCP\20230320-F20230320-04-IMP.dwg

Voluntary Pre-Submittal Meeting Minutes

Meeting date: March 21, 2023

Project: Gregg Road solar collection system conditional use

Applicant: Alder Energy Development, LLC

The Applicant held a pre-submittal community meeting via Zoom.

Although the meeting was strictly voluntarily and informational, notice of the meeting was formally issued in conformance with COMCOR requirements. A copy of the applicable notice lists, and a sample of the Notice letter relied upon, are attached hereto.

The meeting was called to order at approximately 7:00 PM

In attendance were: Claire Dockman, project representative for the Applicant; Kevin A. Foster, land planner for the Applicant; and Peter E. Ciferri, attorney for the Applicant.

The meeting participants agreed to wait at least 15 minutes for participants to join, before starting into the discussion.

No additional participants joined. As the meeting participants were the Applicant and its consultants, the parties agreed to conclude the meeting.

The meeting concluded at approximately 7:20 PM

Minutes prepared by Peter E. Ciferri, Esq.



March 10th, 2023

Zion Property LLC
22516 Robin Court
Gaithersburg, MD 20882

Re: Notice of Voluntary Pre-Submittal Community Meeting
Community Solar Project; Gregg Road

To Whom It May Concern,

Alder Energy Development, LLC would like to invite you to an informational community meeting to discuss our upcoming project in your neighborhood to be located on the property known as "Parcel P320" located at the intersection of Gregg Rd and Zion Rd in Brookeville, MD. The meeting will be held on March 21, 2023, at 7:00pm via Zoom video conference. To access the meeting, please:

- a) Go to <https://zoom.us/join>
- b) Enter Meeting ID: 832 7299
- c) Enter Passcode: 233338

We are in the process of developing a 1.75 megawatt ac ground-mounted solar photovoltaic system. We are preparing to submit a Conditional Use application to utilize a 13.89-acre +/- area of the 50.35-acre property, with physical improvements anticipated to be clustered and limited. The project has received approval from the Public Service Commission and PEPCO to participate in Maryland's Community Solar Energy Generating System (CSEGS) Pilot Program. Once the project is operational, you may subscribe to receive your electricity from the solar facility at a discounted rate.

The current Montgomery County zoning regulations surrounding CSEGS in the Agricultural Reserve have requirements that address maintaining the Agricultural nature of the property. Some examples include:

- Solar facilities are prohibited on USDA Soil Classification Category I and II soils, wetland buffers, stream buffers, and slopes greater than 15%
- The area under the solar facility must be actively used for farming or agricultural purposes, in this case the site will be designated pollinator-friendly under the Maryland Pollinator-Friendly Designation Program
- The application must be submitted to the Department of Agriculture for recommendations
- Screening that satisfies Section 59.6.5.3.C.8 (Option A) on the sides of the facility within 200 feet of any neighboring house is required
- Scraping of topsoil is prohibited
- Grading and any soil removal are minimized
- Cumulatively, on all AR zoned land, a maximum of 1,800 acres of land may be covered by solar panels

If you are unable to attend the meeting, but would like to discuss the project in more detail, please do not hesitate to reach out to our team. You may call the office at (843)800-0820 or send an email, referencing the Gregg Rd Community Solar project to claire.dockman@alder-energy.com.



After submission of our application, you may obtain additional information regarding this application from the Development Application and Regulatory Coordination Division of the Maryland-National Capital Park and Planning Commission ("DARC") by accessing the following website: www.montgomeryplanning.org/development or by calling (301) 495-4610.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald R. Zimmerman", written in a cursive style.

Donald R. Zimmerman
President/CEO

OBJECTID	TAX_ID	LA_CATEGORY	PURCHASE_TYPE	LEGAL_DESC	LA_ADDR_NO	PREMISE_ADDR_STREET	PREMISE_ADDR_CITY	PREMISE_ADDR_ZIP	OWNER_NAME	OWNER_NAME2	OWNER_ADDR1	OWNER_ADDR2	OWNER_CITY	IS_OWNER_ZIP_MATCH_PLU	DWELLINGTYPE_NAME
6478800110001	11887	Family Detached		ADD TO BROOKS GROVE WEST ZON	3128	RD	WATKINSBURG	2982	0	ROSS JOHN F & L R	2103 RD		GA	3052	1000Detached Utr
647880011175	11887	Family Detached		ADD TO BROOKS GROVE	4513	RD	BROOKVILLE	29333	0	DONALD THOMAS A C	4113 GREGG RD		SC	29823	1000Detached Utr
6478800110004	11887	Family Detached		ADD BROOKS GROVE	4513	RD	BROOKVILLE	29333	0	1000BROOK MATTHEW E	4113 GREGG RD		SC	29823	Detached Utr
6478800110003	11887	Family Detached		ADD TO BROOKS GROVE	0	RD	0	0	0	GREGG RD LLC	PO BOX 538		SC	29822	100
6478800110002	11887	Family Detached		ADD TO BROOKS GROVE	31201	RD	BROOKVILLE	29333	0	0	2000 PROPERTY LLC	200 HOBBS CT	SC	29822	1000Detached Utr
6478800110005	11887	Family Detached		ADD TO BROOKS GROVE	4516	RD	BROOKVILLE	29333	0	0	WOLF JOHN E & L C	415 GREGG RD	SC	29823	1000Detached Utr
6478800110006	11887	Family Detached		ADD TO BROOKS GROVE	0	RD	0	0	0	GREGG RD LLC	PO BOX 538		SC	29822	100
6478800110007	11887	Family Detached		ADD TO BROOKS GROVE	0	RD	0	0	0	1000BROOK THOMAS A C	4113 GREGG RD		SC	29823	1000
6478800110008	11887	Family Detached		ADD BROOKS GROVE & H CEDARS CHOICE	4425	RD	BROOKVILLE	29333	0	1000BARNHART SANDRA L & J R	4425 GREGG RD		SC	29823	1000Detached Utr
6478800110009	11887	Family Detached		HAWLINGS MEADOW #11-HC	4025	RD	BROOKVILLE	29333	0	AUSTIN OWENS L & S H	4306 GREGG RD		SC	29823	0 Detached Utr
6478800110010	11887	Family Detached		HAWLINGS MEADOW	4401	RD	BROOKVILLE	29333	0	1000 WYN JOSEPH JESS &	4401 GREGG RD		SC	29823	1000Detached Utr
6478800110011	11887	Family Detached		HAWLINGS MEADOW	4402	RD	BROOKVILLE	29333	0	1000BROT TERRY D ET AL TR	4402 GREGG RD		SC	29823	1000Detached Utr

ID#	Association Name	State	Position	Name	Address 1	Address 2	City	State	Zip	Day Phone	Night Phone	Fax	Email	URL	Association URL
CW17	West Coast O'Brien Anthony Bony	CA	Chair	Rachel Evans	3300 Regis Cherry Trl		Silver Spring	MD	20904	(246) 777-6114			Evans.robong@montgomerycountymd.gov		
CA16	Greater Chex Club Association	CA	President	Michael Rosenham	P.O. Box 275		Chex	MD	20830				gca@chex.org	http://www.gca.org	
CA16	Greater Chex Club Association	CA	President	Michael Rosenham	3022 Diamond 3 Tench		Chex	MD	20832	(301) 656-5383			chex@chex.org	http://www.gca.org	
CW14	Montgomery County Club Federation	CA	Co-President	Alan Besser			Chex	MD	20832	(301) 588-3887			alan.besser@gmail.com	http://www.gca.org	
CW17	Montgomery County Chess Alliance Inc.	CA	Executive Director	Wes Cook			Chex	MD	20832	(301) 588-3887			chess.alliance@gmail.com	http://www.gca.org	
CW16	Montgomery County Handball League	CA	President	Julius Arnold			Chex	MD	20832	(301) 786-8688			mlg@montgomeryleague.org	http://www.montgomeryleague.org/about.html	
CW16	Northern Montgomery County Alliance	CA	Chair	Julius Arnold	2206 Silver Road		Chex	MD	20832	(301) 252-1058			mlg@montgomeryleague.org	http://www.montgomeryleague.org/about.html	
CA16	Montgomery Temperance Club	MD	Chairman	Luca Inglese	3416 Diamond Court Suite 210		Chex	MD	20832				luca@montgomerytempclub.org	http://www.montgomerytempclub.org	
CA16	Paloverde Watershed Protection Assn.	CA	Representative	Charolaine Donald	4824 Quail Rd		Burtonville	MD	20886	301-421-6513			cdonald@paloverde.net	http://www.paloverde.net	
CA16	Paloverde Watershed Protection Assn.	CA	Treasurer	James Palmer	4817 Quail Rd		Burtonville	MD	20886	301-421-1344			jpalm027@gmail.com	http://www.paloverde.net	
CA16	Paloverde Watershed Protection Assn.	CA	President	Lug Paulsen	4355 Quail Rd		Burtonville	MD	20886	301-664-4843			lug@paloverde.net	http://www.paloverde.net	
CA16	Paloverde Watershed Protection Assn.	MD	Spokesperson	Olga Bostrom	1546 Massenet Drive		Kempner	MD	21771	(301) 646-8122			olga@paloverde.net	http://www.paloverde.net	
CW11	Seneca Club - Montgomery County Group	CA	Co-Chair Member	Alice			Rockville	MD	20854				alice@senecaclub.com	http://www.senecaclub.com	
CW11	Seneca Club - Montgomery County Group	CA	Treasurer	Janet Roseman	P.O. Box 4024		Rockville	MD	20854				janet@senecaclub.com	http://www.senecaclub.com	

BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS

IN THE MATTER OF ALDER ENERGY SYSTEMS, LLC CONDITIONAL USE APPLICATION FOR SOLAR COLLECTION SYSTEM IN THE AR ZONE	* * *	Application No. CU-202404
----------------------------------------------------------------------------------------------------------------------------------------------	-------------	--------------------------------------------

APPLICANT'S AMENDED STATEMENT OF THE CASE

The Applicant, Alder Energy Development, LLC (“Alder Energy” or the “Applicant”), hereby submits this application for a Solar Collection System, which is allowed as a conditional use in the AR Zone, pursuant to the standards set forth in Montgomery County Zoning Ordinance (Chapter 59) Sections 3.7.2.B.2 (Specific Criteria) and 7.3.1 (General Criteria).

I. The Applicant and Subject Property

The Applicant, Alder Energy is a longstanding community solar collection system developer, engineer, and construction company, that is experienced in developing and building 1-3 megawatt community solar projects across Maryland in both BG&E and PEPCO territories. Alder Energy has operated at the forefront of solar technology by installing commercial, institutional, and utility scale systems since 2008. Alder is thoroughly engaged in the Maryland Community Solar Program, supporting efforts within groups such as the Coalition for Community Solar Access (“CCSA”) in the hopes of expanding Community driven solar projects in Maryland and into other states. Community solar gives people who are not able to install solar on their own property a unique opportunity to directly support and benefit from a shared solar power source. In this case, the Applicant is proposing to develop a portion of the Property as a Solar Collection System with the intention of providing power to community subscribers of the PEPCO utility.

The subject Property is 53.95 +/- acres of land bearing Tax ID Number 08-00711986, and known as Parcel P115. The subject Property is located on Gregg Road and Zion Road, Olney. The Property was previously two parcels, which were consolidated via a Deed of Consolidation recorded among the Land Records of Montgomery County in Liber 63574 at Folio 184. The Property is AR zoned and is located in the Upcounty Planning Area. The Property topography

slopes modestly toward the West from both the Northeast and Southeast corners. The Property is currently owned by Gregg RD, LLC. As demonstrated in the Application materials, Alder Energy is submitting this Application pursuant to the authority granted by the property owner. Alder Energy will develop the site under the terms of an existing Lease. The current land use is a commercial tree farm, more specifically known as the Stadler Nurseries tree farm, which is a longstanding and viable operation in the community. The entire area affected by the Conditional Use Plan is 12.64 acres. The proposed Solar Collection System will be situated on 8.77 acres of the Property, while the balance of the conditional use area will be used for other related site features, i.e., access, stormwater management, and forest conservation areas, as necessary. The remainder of the subject Property, outside of the area affected by this Application, is planned for continued use as tree farming by the property owner.

II. Surrounding Neighborhood

To the East and to the South are situated large, agriculturally used properties that to the best of our knowledge are used for active farming and other comparable agricultural uses. To the immediate North, across Gregg Road, are situated six AR-zoned private residences, at least two of which are farmettes. The entire immediately surrounding neighborhood is Agriculturally zoned in all directions. To the West of the Property, across Zion Road, is Clover Hill, an individual site designated on the Master Plan of Historic Sites (Resource Number 23/051-000A). Clover Hill is surrounded by comparable agricultural uses, further West. A landowner unaffiliated with this project proposes a different Solar Collection System for the adjacent property to the West, which fronts Zion Road at one point. To the best of our knowledge, the other Solar Collection System would not be visible from the subject Property. The adjacent property to the immediate South is approved for a compatible conditional use, as a Landscape Contractor per case CU-2018-06. The addition of this Solar Collection System, which is classified as a “miscellaneous” use under the Zoning Ordinance, is consistent with the agricultural uses and low-density residential uses in the Zone. The approval of a Conditional Use that is consistent with the applicable Zoning Ordinance criteria would further the goals of this predominantly agricultural community by providing an appropriate long-term land use.

III. Description of Applicant's Proposed Use and Operational Features

A. Hours of Operation; Employees

The Solar Collection System does not require any full-time dedicated staff, nor will it have hours of operation for the public. Once physically constructed and operational, the Solar Collection System is anticipated to require approximately three to five trips per year for regular maintenance and inspections by utility provider employees, either of the Applicant or of its partners. As a utility system, there is no need for formal hours of operation and the public is not invited to the Property for this use.

B. Physical Improvements to the Property

The construction of a Solar Collection System does not require substantial physical improvements, aside from the solar array itself and site access. No major primary or secondary occupiable buildings are proposed, and only very limited parking is required or proposed. The physical structures and improvements are anticipated to be limited to approximately 8.77 acre area as shown on the plan. The primary improvements are the proposed solar modules as described in the submitted site plan details sheet. The Applicant proposes approximately 5,408 Tier 1 quality solar panels (208 modules) to be permanently affixed to the Property. The design for the proposed solar modules consists of solar panels situated above the ground, and physically affixed to the ground by driven footers/pylons. Thus, solar arrays do not result in measurable impervious surface area. The solar array will be supported by a small transformer, and associated equipment, to be situated several hundred feet from the Property line. The solar array is proposed to be surrounded by a seven foot tall fence, as shown on the plans submitted. The proposed Solar Collection System will be of the "community solar" variety and is proposed to have no greater than 2.0 megawatts (AC) power capacity. The array will generate approximately 4,242 megawatt-hours of electricity annually. Connection from the site to existing power lines is proposed as shown on the plans. The solar array is proposed to be angled to face due south, which is an orientation designed for maximum efficiency and which, in this case, also faces away from the nearest occupied residences. The subject Property is currently unimproved any physical structures. The site is currently accessed by a single point driveway extending from the Northern part of Gregg Road, which is proposed to remain and serve as site access for the remaining tree farm operations. The secondary

access point, which feeds only the Solar Collection System, is proposed to connect from Zion Road.

IV. Conformance with General and Specific Necessary Findings

A. General Conditional Use Findings Required Under Section 59-7.3.1.E.

- 1. To approve a conditional use application, the Hearing Examiner must find that the proposed development:***
 - a. satisfies any applicable previous approval on the subject site or, if not, that the previous approval must be amended;***

Applicant's Response: The Applicant will satisfy this requirement because there are no prior approvals applicable to the subject site. The Applicant prepared and submitted a Concept Plan related to this Project, No. 520220360. As part of the Concept Plan process, the Applicant solicited comments from the applicable review agencies and revised its draft plans prior to submitting this Application. The Property is currently used as a tree farm supporting the underlying owner's nursery business (the commercial operations of which are situated at another location). Prior to filing this application, the Applicant held voluntarily a pre-submittal community meeting, via Zoom, to discuss the project with neighboring property owners and community associations. The pre-submittal community meeting materials are attached hereto; however, no members of the general public joined the meeting. The Applicant and its consultants have also discussed the project with several adjacent owners prior to filing. The Applicant intends to continue those discussions as questions arise.

- b. satisfies the requirements of the zone, use standards under Article 59-3, and to the extent the Hearing Examiner finds necessary to ensure compatibility, meets applicable general requirements under Article 59-6;***

Applicant's Response: The Applicant's proposed use is for a Solar Collection System, which is permitted in the AR Zone following the grant of a conditional use approval pursuant to the criteria set forth in Zoning Ordinance Sections 3.1.6 and 3.7.2.B.2. The Applicant will meet the development standards required for standard development in the AR Zone, as set forth in Section 4.2.1.F, as summarized below:

AR Zone Standard Method Development Standards	Required	Applicant's Proposal
F.1. Site Area	25 Acres Min.	50.38 Acres
F.2. Minimum Lot Area	40,000 SF	N/A
F.2. Lot width at front building line (min)	125'	N/A
F.2 Lot width at front lot line (min)	25'	N/A
F.2 Density	1/25 Acres	Satisfied. No subdivision into multiple lots proposed.
F.3 Principal Building Setbacks (min)		
Front setback	50 foot	Satisfied, as shown on the plan
Side street setback	50 foot	N/A
Side setback	15 foot	Satisfied, as shown on the plan
Rear setback	35 foot	Satisfied, as shown on the plan

The only building proposed is the small transformer. The solar array itself is at least 50-feet from the right of way in all instances, and is also surrounded by the required landscape buffering. As a result, requirements for setbacks, height, and area restrictions for physical improvements will be met easily. The solar array itself does not create a measurable impervious area, because it is situated several feet off of the ground and is supported only by footers. Further, the applicable criteria of Article 59-6 will be satisfied as follows:

A. Site Access

Vehicle site access for the proposed use is provided consistent with Section 6.1 of the Zoning Ordinance. Access to the Solar Collection System is proposed from Zion Road, and consists of a gravel driveway providing access to the transformer for maintenance and life safety. There are no buildings on the subject Property that would need to be accessed by fire safety personnel. The design meets Life Safety Code requirements per County Code Section 22-32. The driveway is a minimum of 20' wide with wider radius around turns, as shown on the Fire Access Plan. The added gravel interior drive is 20' wide and at the furthest end of the proposed route includes a T-turnaround of 60-feet in each direction. Access from this point is designed to minimize disturbance to the land and further the protection of lands not being used for the Solar

Collection System. The existing driveway is not feasible for side access due to the width of Gregg Road.

B. Parking Criteria

There are no specific parking criteria associated with Solar Collection Systems pursuant to Section 6.2.4 of the Zoning Ordinance. There will be no full-time on-site employees and no access to the Property by members of the public. The Applicant's proposal does not include a formal parking area and rather provides only for safe circulation as provided herein. Safe landing areas for the periodic parking of maintenance vehicles are provided near the proposed driveway and T-turnaround.

C. Lighting

The Applicant does not propose any lighting related to this proposed use. As a result, no illumination from equipment and improvements associated with the Solar Collection System will be visible from the surrounding neighborhood, in conformance with Section 6.4.4.E. governing outdoor lighting for conditional uses.

D. Landscaping and Screening

Landscaping and Screening are addressed below in the Applicant's responses to the specific criteria for compliance with the Solar Collection Systems conditional use.

c. substantially conforms with the recommendations of the applicable master plan;

Applicant's Response: The subject Property is located within the boundaries of the Olney Master Plan (2005). The subject Property is also located adjacent to several Rustic Roads, and, therefore, development of the Property is subject to substantial conformance with the Rustic Roads Functional Master Plan (1996).

Olney Master Plan: The subject Property is located within the 2005 Olney Master Plan boundary, within the "Northern Olney" community. The Applicant's request substantially conforms to the Land Use element of the Master Plan because the proposal will help protect the goal of continuing to steward and protect agricultural land and to promote environmental health in the region (*see*, pages 17-18). More specifically, the Applicant's Solar Collection System is a land use with which only minimal impervious area is associated (the proposed transformer pad). As

required by Code, the solar array will promote the protection of site-specific environmentally sensitive areas on this Property by implementing a use that does not impact those areas whatsoever. The project will be certified as pollinator-friendly, and it cannot proceed unless properly vetted by the State Office of Agriculture. There are no site-specific recommendations for this Property.

The Applicant's proposal also substantially conforms to the Master Plan recommendations for Special Exceptions in Northern Olney (*see*, page 42). The Master Plan discourages new special exceptions "with excessive imperviousness levels". This proposal has almost no additional impervious area. The Master Plan also discourages new special exceptions that include highly visible impacts, such as large parking lots, excessive height and scale of buildings, and intrusive lighting. The Applicant's proposal includes none of those features and is minimally impactful on the neighboring properties. From most vantage points, the Applicant's solar array will be hardly visible to the surrounding neighborhood; and it does not require any impervious parking lots or large-scale buildings. The Application is consistent with the Environmental element of the Olney Master Plan because it does not propose development within areas designated by the plan as a forest resource or a "biodiversity area". Rather, this Application promotes the recommendations of the Environmental element by minimizing impacts on environmental resources identified on the Property, minimizing impervious surfaces on a large tract of land, encouraging reforestation (under proposed easements as set forth herein), and promoting development that does not create excessive noise emanating beyond the property line.

Rustic Roads Functional Master Plan: The Property is currently surrounded entirely by roads designated as Rustic or "Exceptional" Rustic as set forth in the Rustic Roads Functional Master Plan as a result of the designation of Riggs Road and Zion Road as designated in the 1996 Functional Master Plan (*see* 1996 Plan, pages 136-37 and 188-89), and Gregg Road to the north, which was designated as a Rustic Road via the 2023 update to the Rustic Roads Functional Master Plan. The Southern property line does not abut a road.

The Applicant's development proposal substantially conforms to the Rustic Roads Functional Master Plan because it promotes the retention of the existing rural character of the area. The Applicant proposes enhanced landscaping and forest conservation measures, which are required by Code, but which also promote the Functional Master Plan's purpose by protecting the scenic quality of this 50.35 acre net tract area, of which only a portion will be actually improved with solar array panels. The Applicant has carefully oriented the site placement and positioning of

those panels, when taken together with the landscaping buffers proposed, to promote these goals, among other measures. The Applicant has met with the Rustic Roads Advisory Committee and solicited feedback on its Concept Plan, prior to filing the Conditional Use application, and particularly took into consideration the Committee's feedback with respect to landscape buffering and screening measures for the Property. The Applicant expects to meet again with the Rustic Roads Advisory Committee as part of this Application, and reserves the right to supplement its Application, or provide additional testimony, if necessary, as part of those ongoing discussions and advisory committee feedback. The Applicant proposes to dedicate approximately 3.57 acres of additional right-of-way along Gregg Road and Riggs Road, as shown on the plans, to meet the ultimate right-of-way planned for each of those Roads. The Applicant does not propose additional road frontage improvements, as all adjacent roads are Rustic Roads.

d. is harmonious with and will not alter the character of the surrounding neighborhood in a manner inconsistent with the plan;

Applicant's Response: The proposed development is harmonious with, and will not alter, the existing character of the surrounding neighborhood. The Applicant has taken appropriate measures to minimize any impacts associated with the Conditional Use approval of a Solar Collection System and to install a solar array with associated equipment that is consistent with applicable Master Plan goals.

The current land use for this Property is a commercial tree farm (nursery). The solar array is a comparable use that is harmonious with the character of the neighborhood because it constitutes an additional farming use on agricultural land, as a source of income for Property's users. The impact on the surrounding neighborhood will not change or be noticeable in any measurable respect. The project does not add measurable impervious areas, nor does it negatively impact existing environmental conditions. In the case of a solar array, the only resource being drawn upon is daylight. The Applicant's request is to use approximately one-fifth of the net tract area for its community solar array. Other site features associated with this use, like forest conservation and landscaping buffers, add to the existing agricultural community. The 37.74 acres of the Property will be retained for its current use.

The project is barely measurable beyond the Property lines and in the case of agriculturally zoned property, Section 59-7.3.1.E.4. instructs the Hearing Examiner to consider that the impact

need not be controlled as stringently as though it were abutting a Residential Zone. Under the applicable standard, the Applicant's compliance with the general and specific criteria for the placement of a Solar Collection System within the Agricultural Zone, when surrounded entirely by other Agriculturally zoned land, will result in an additional use that is harmonious with the community.

A portion of the Property is located within the Patuxent Primary Management Area. The Applicant will meet County Environmental Guidelines requiring that overall impervious areas not exceed 10% in the PMA. A portion of the planned solar array is within one part of the PMA area. The solar collection system itself is above-ground and not considered impervious area and large portion of the PMA area is located outside of the plan boundaries. As a result, the only appurtenances considered to be impervious area will remain far below the 10% cap. The Applicant will follow the recommendations for the protection of aquatic habitats supporting rare, threatened, and endangered species, as recommended by The Maryland Department of Natural Resources, in its Environmental Review Letter dated October 21, 2021, a copy of which is appended to the approved NRI/FSD and submitted as an additional exhibit with this Application.

- e. will not, when evaluated in conjunction with existing and approved conditional uses in any neighboring Residential Detached zone, increase the number, intensity, or scope of conditional uses sufficiently to affect the area adversely or alter the predominantly residential nature of the area; a conditional use application that substantially conforms with the recommendations of a master plan does not alter the nature of an area;*

Applicant's Response: This criterion is inapplicable because the subject Property is not neighboring any Residential Detached zones. The Applicant's request substantially conforms with the recommendations of the applicable Master Plan.

f. will be served by adequate public services and facilities including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage, and other public facilities. If an approved adequate public facilities test is currently valid and the impact of the conditional use is equal to or less than what was approved, a new adequate public facilities test is not required. If an adequate public facilities test is required and:

i. if a preliminary subdivision plan is not filed concurrently or required subsequently, the Hearing Examiner must find that the proposed development will be served by adequate public services and facilities, including schools, police and fire protection, water, sanitary sewer, public roads, and storm drainage; ...

Applicant's Response: The testimony and evidence support a determination that the proposed development is served by adequate public facilities, to the extent those are necessary to support the proposal. The Solar Collection System is a non-residential use that includes no primary structures or users physically located at the site. The Applicant has submitted with this request a Traffic Statement demonstrating that via the applicable analyses for trip generation of the proposed development, this project is anticipated to generate less than 50 trips that would be required to impose a traffic study, in compliance with the Local Area Transportation Review guidelines presently adopted in Montgomery County. Only very limited site access for regular maintenance and inspection is proposed (three to five trips per year), together with landscaping visits on-site, which are anticipated to occur once per month between Spring through early Autumn. Trips generated by the continued use of a portion of the property as commercial nursery will not change as a result of this application and are, nonetheless, vested under LATR Guidelines, as the use has been in operation for greater than twelve years. During construction of the project, there will be a temporary increase of periodic trips typical for any site under construction, however, the intensity of construction traffic is not a determinant in whether an LATR adequacy study is required. These trips, when totaled, correlate to zero (0) added vehicle trips per day on a typical day. Other than the solar array infrastructure, there are no structures proposed to be built on-site that would normally generate traffic.

The site is not served by public water or sewer. No requests are made and the property will continue to be served privately. Historically, the Property has been used for agricultural uses, only, and is presently used for tree farming. Therefore, no adequate public facilities test currently exists.

All appropriate measures for emergency services access and for stormwater drainage are provided as set forth in the access plans and the stormwater management concept plans as submitted together with this Application. The Applicant's Stormwater Management Concept Plan was approved by the Department of Permitting Services on March 8, 2023. An existing culvert that begins within the Conditional Use area, and extends under Zion Road and through adjacent properties is understood by the Applicant is proposed to be replaced with two 42" circular culverts, or equivalent facilities, in order to prevent overtop conditions from occurring on Zion Road during a 25-year storm event, which is the applicable standard applied to Rustic Roads pursuant to MCDOT Drainage Design Criteria. The Applicant intends to provide more specific testimony at the hearing to demonstrate all requisite compliance with Chapter 19, respective to stormwater management and sediment control measures proposed.

g. will not cause undue harm to the neighborhood as a result of a non-inherent adverse effect alone or the combination of an inherent and a non-inherent adverse effect in any of the following categories:

- i. the use, peaceful enjoyment, economic value or development potential of abutting and confronting properties or the general neighborhood;***
- ii. traffic, noise, odors, dust, illumination, or a lack of parking; or***
- iii. the health, safety, or welfare of neighboring residents, visitors, or employees.***

Applicant's Response: The Applicant's proposed development does not cause undue harm to the surrounding or general neighborhood as a result of adverse effects. The proposed use carries only minimal effects inherent to the proposed use, if any at all. The proposed use does not carry with it any measurable non-inherent effects. The operation of a Solar Collection System does not generate any measurable traffic, noise, odor, dust, or the need for additional parking. There is no lighting associated with the project, and there is no measurable potential for illumination from the physical solar array anticipated beyond the Property line because the Applicant has carefully

organized its proposed solar array in a manner that would reflect back across the 50-plus acres Property and into an open field. As a result, reflected light from the array will not be directed toward the nearest adjacent properties to the North and West. The Applicant anticipates no perceivable adverse effects on the use, enjoyment, or economic value of others in the neighborhood, because any measurable illumination will exist on-site.

The Applicant's proposed developed area will not affect a substantial portion of the overall property and is anticipated to be barely visible from abutting or confronting properties. The abutting and confronting properties to the East will see no change to the neighborhood as a result of this Application. The adjacent properties nearest to the physical solar array equipment will be protected by a 30-foot landscaping buffer proposed to surround the portion of the property to be improved with the solar array. This landscaping buffer relies upon a mix of existing and proposed vegetation, well integrated into the existing conditions of the neighborhood. To the West, Clover Hill and the other adjacent parcel are well-buffered by the Applicant's forest conservation easement area. The existing natural and environmental features in the neighborhood will only be supplemented and vegetation allowed to grow. The current state of Zion Road, as it abuts the Property, is natural buffering provided by mature trees and shrubs; the applicant proposes no removal of specimen or significant trees across the property.

Section 7.3.1.E.2. [Not Applicable to this Request].

- 3. *The fact that a proposed use satisfies all specific requirements to approve a conditional use does not create a presumption that the use is compatible with nearby properties and, in itself, is not sufficient to require conditional use approval.***

Applicant's Response: The Applicant understands the criteria. The Applicant submits its application and testimony in furtherance that its request satisfies all specific criteria and is an appropriate use that is compatible with the surrounding neighborhood and existing uses.

- 4. *In evaluating the compatibility of an agricultural conditional use with surrounding Agricultural or Rural Residential zoned land, the Hearing Examiner must consider that the impact does not necessarily need to be controlled as stringently as if it were abutting a Residential zone.***

Applicant's Response: The subject Property is surrounded entirely by other Agriculturally zoned properties, and the only nearby residentially used properties are of a rural nature. Therefore, the impacts created should not be viewed as stringently by the Hearing Examiner and other reviewing authorities.

Section 7.3.1.E.5. [Not Applicable to this Request].

Section 7.3.1.E.6. [Not Applicable to this Request].

A. **Specific Conditional Use Findings Required Under Section 59-3.7.2.B.2.**

- 2. A Solar Collection System may be allowed as a Conditional Use in the AR zone if it exceeds a facility rated at more than 200% of on-site energy use and is less than 2 megawatts (AC). Where a Solar Collection System is allowed as a conditional use in the AR zone, it may be permitted by the Hearing Examiner under Section 7.3.1. Conditional Use and the following standards:***
- a. The Solar Collection System is prohibited:***
 - i. on soils classified by the United States Department of Agriculture as either Soil Classification Category I or Category II;***
 - ii. in a stream buffer;***
 - iii. on wetlands; or***
 - iv. on slopes equal to or greater than 15%.***

Applicant's Response: The Applicant's Solar Collection System is not larger than 2 megawatts (AC). As shown on the Applicant's Conditional Use Site Plan, the Property includes certain areas of Category I and Category II Soils, as classified by the United States Department of Agriculture. The Property also contains lesser soils which are not protected under the County Zoning Ordinance. The Applicant has carefully clustered its proposed solar array to avoid impeding upon any such Category I or II soils. The entire array is located on soil types mapped as either "2C" or "6A", both of which are neither Soil Classification Category I or II. The Applicant's proposed array also avoids any stream buffers or wetlands. There are no steep slopes greater than 15% disturbed by the Applicant's placement of the solar array.

- b. Scraping topsoil from the site is prohibited.***

Applicant's Response: The Applicant does not propose scraping of topsoil from the site. The Applicant will testify to the methods needed in order to install the physical solar array improvements associated with this project, which constitute the Solar Collection System, as defined by the Code, as well as the associated transformer, gravel driveway, and the power line. The physical arrays are above-grade structures that are supported by driven footers, and which will be constructed without disturbing the prohibition on scraping topsoil.

c. Grading and any soil removal are minimized.

Applicant's Response: The Applicant does not propose any grading near or surrounding the solar array. Minimal grading will occur, as allowed by the Zoning Ordinance, during the laying of conduit for the project and the physical construction of transformer equipment and the small pad area that surrounds the transformer. In conformance with Code, no topsoil is anticipated to be removed; however, applicable Zoning Ordinance criteria does not prohibit grading or soil removal, it only required that those efforts be minimized, a condition which the Applicant acknowledges and will satisfy. The Applicant will testify at the hearing as to the specific areas to be graded during physical construction.

d. The solar collection system is compliant with the requirements of the State's net metering program under Maryland Code §7-306, COMAR 20.50.10, and COMAR 20.62.

Applicant's Response: The Applicant's proposed project is located within the PEPCO utility service area and the Applicant is an approved "subscriber organization" with the Public Service Commission. Approval for participation within the net metering project for the specific project location within this PEPCO service area was granted by e-mail and letter dated March 18, 2022, a copy of which is provided as an exhibit to this Application.

e. The area under the solar facility must be actively used for farming or agricultural purposes by satisfying one or more of the following requirements:

- (i) designated pollinator-friendly under the Maryland Pollinator-Friendly Designation Program;***
- (ii) planted, managed, maintained, and used for grazing farm animals; or***
- (iii) planted, managed, maintained, and used for any other agrivoltaic plant material.***

Applicant's Response: The Applicant is pursuing from the Maryland Department of Natural Resources certification that the portions of the Property under the solar array will be pollinator-friendly under the Maryland Pollinator-Friendly Designation Program, pursuant to the Applicant's satisfaction of the criteria set forth in Maryland Code Ann., Natural Resources Article 3-303.1, and associated COMAR Regulations adopted thereunder.

Based upon the Applicant's substantial experience throughout the State of Maryland in other projects, and further based upon the Applicant's knowledge, training, and experience, as a solar collection facility engineer and developer, the Applicant intends to fully comply with this criterion and is anticipating approval from the State DNR. For the purposes of this Conditional Use application, the "designation" as pollinator-friendly under the Maryland Pollinator-Friendly Designation Program will not occur until after approvals are granted and the vegetation itself has matured, post-construction of the array. The Applicant has submitted with this Application evidence of its plan for such vegetation and will provide testimony of its progress in compliance in accordance with the Zoning Ordinance and the Rules of Procedure governing Conditional Use applications.

The Applicant proposes that an appropriate approval condition be imposed upon the Conditional Use to allow the Applicant to demonstrate future designation in accordance with law. This Application will be supplemented by testimony and further evidence in advance of the hearing.

- f. The applicant must provide evidence that the local utility company will allow the Solar Collection System to be connected to the utility grid.***

Applicant's Response: The Applicant has included as part of this Application a letter dated November 9, 2021, from the Potomac Edison Company as evidence that the local utility company will allow the Solar Collection System to be connected to the local utility grid. Also included as an exhibit is Applicant's "Maryland Level 2, 3 & 4 Interconnection Application/Agreement" with PEPCO. The Applicant will provide further testimony on this point at the conditional use hearing.

- g. The applicant must provide evidence that the application was submitted to the Office of Agriculture.***

Applicant's Response: The Applicant intends to submit a copy of this Application to the Office of Agriculture immediately following its acceptance by the Intake Division of the Montgomery County Planning Department, and will provide further evidence as a supplement to the Application and this Statement of Justification. The Applicant will provide further testimony on this point at the conditional use hearing.

- h. Removal of trees or landscaping otherwise required or attached as a condition of approval of any plan, application, or permit for the installation or operation of a Solar Collection System is prohibited.***

Applicant's Response: As demonstrated pursuant to the Applicant's Forest Conservation Plan submitted together with this Application, the subject Property contains 16 significant or more specimen trees. The Applicant's proposal is to save all of those trees. Moreover, pursuant to the Applicant's Landscaping Plan submitted together with this Application, there is no proposal for the removal of trees or landscaping, except for the modest removal of commercial trees associated with the ongoing agricultural nursery operations extant at the Property. The Applicant will provide further testimony at the conditional use hearing to demonstrate its commitment to compliance with the Zoning Ordinance prohibition against removal of trees and landscaping, to the extent those are required as a condition of approval as part of this plan.

- i. Any tree in or on a floodplain, stream buffer, steep slope, critical habitat, contiguous forest, or historic site, and any champion tree or other exceptionally large tree is left undisturbed unless a disturbance is allowed under Section 22A-12(b)(1).***

Applicant's Response: The Property does not feature any "contiguous forest" nor the existence of any champion tree or other exceptionally large trees, as shown on the Applicant's Approved NRI/FSD, the submitted proposed Final Forest Conservation Plan, and pursuant to the 2019-2020 publication of Champion Trees in Montgomery County. There are no floodplains located on or near the Property per FEMA Map No. 24031C20205D. The Property is not located within a Special Protection Area. The Property is not listed on the Montgomery County Locational Atlas and Index of Historic Sites, nor is it designated in the Master Plan of Historic Sites. There are no steep slopes located on the Property. There exists on the Property a 600 linear foot perennial stream, which is intended to be left undisturbed by the proposed project. Afforestation and conservation thresholds for the project will be met by the placement of a forest conservation easement that consists of 1.06 acres retention and 1.47 acres reforestation.

- j. Except for pad areas for transformers and electrical equipment, the use of concrete is prohibited.***

Applicant's Response: The array's racking system will be constructed consistent with industry standards and best practice methods, as will be further elaborated upon by the Applicant at the hearing. No concrete will be utilized, except with respect to the small pad area surrounding the transformers and associated equipment. The Applicant intends to utilize non-leaching materials, and driven posts to satisfy the prohibition against the use of concrete.

- k. Screening that satisfies Section 59.6.5.3.C.8 (Option A) on the sides of the facility within 200 feet of any neighboring house is required; however, a fence may not be required or prohibited.***

Applicant's Response: The Applicant's request is governed by Section 6.5.3.C.8. as required by the specific Conditional Use criteria. There are no planned primary buildings associated with this Application and there are no general or specific criteria identified Solar Collection Systems, as a separate use, pursuant to Section 6.5.3.

The Applicant will satisfy the requirements of Section 59.6.5.3.C.8 (Option A), planting and screening requirement for a minimum of a 30' depth of additional planting and screening. Option A requirements for planting and screening is further shown by the combination of shrubs and trees identified on the Applicant's Landscaping Plan provided with the Application. As shown on the Composite Landscaping Plan and Detailed Landscaping Plan, the Applicant proposes a 30-foot landscaping buffer in order to adequately screen and landscape the site and substantially conforms to Zoning Ordinance criteria for this use within the Agricultural Zone. The Northern property line is the only area where the proposed solar array will be within 200 feet of neighboring houses and the Applicant does propose a 30-foot landscaping buffer along the length of the North property line. There is existing natural screening and vegetation along Gregg Road on this Northern property line, and the Applicant will testify that its proposal is to enhance those features through the implementation of this plan. In total, the buffer area encases the portion of the property proposed to be improved with the solar array. Screening along the property lines adjacent to the solar array where the Property is surrounded by either improved residentially used, or agriculturally used, properties is in compliance with Section 6.5.3.A.1., as well.

Along Zion Road, adjacent to the Clover Hill historic site, landscape buffering is proposed for those areas which are not already buffered by existing vegetation. As shown on the Forest Conservation Plan, submitted with this Application, a proposed Forest Conservation Easement would encumber the area between the two proposed landscape buffers, thereby creating continuity along the Western boundary of the property. In all proposed areas, the landscaping buffer is supported by a mix of trees, evergreens, dense large, medium and small shrubbery, as will be further elaborated upon in testimony. Existing vegetation is to be retained as shown on the plans, together with the addition of the on-site forest conservation easement as proposed.

The 8-foot fence proposed to surround the solar array is in compliance with both Section 59.6.5.3.C.8 and Section 6.4.3.C.3.f., for land in Agricultural Zone that is farmed and agriculturally assessed. The fencing, as shown on the proposed plans submitted, are not proposed to intersect with any applicable easements. No perimeter fence is proposed along the Property line.

l. The Hearing Examiner's decision must consider the recommendations of the Office of Agriculture.

Applicant's Response: The Applicant will deliver notice to the Office of Agriculture at the time that it submits this Application and expects to receive recommendations as the application proceeds. The Applicant will submit further evidence and testimony at the appropriate time to demonstrate the satisfaction of this criterion.

m. The applicant must include a calculation of the total acreage used for the Solar Collection System, including any required setbacks and all acreage within the fenced or shrubbed area.

Applicant's Response: The Applicant has included calculations for the total acreage used for the solar collection system array, associated transformer and equipment, driveway, and landscaping, as part of its plans submitted. The Applicant's plans also specify the location of all proposed fencing and landscaping. All setback requirements are met, as shown on the plans submitted. The Applicant will provide further testimony on this point at the conditional use hearing.

n. The land area approved for the Conditional Use, in addition to all other Conditional Use approvals for solar facilities in the AR zone, will not exceed 1,800 acres of land.

Applicant's Response: The Applicant has no knowledge of prior approvals granted to exceed this restriction and will provide additional evidence or testimony to that effect, if necessary.

V. Summary of Witnesses

The Applicant intends to support the foregoing through the testimony of the following witnesses, and reserves the opportunity to supplement or amend this list and to call further witnesses:

- Kevin A. Foster, RLA, AICP
- Donald R. Zimmerman

Witness resumes are included as exhibits to the submittal packet. The Applicant anticipates approximately two hours of testimony and presentation. If necessary, the Applicant reserves the right to amend or supplement this Statement and any other aspect of the Application and materials submitted in accordance with the applicable Rules of Procedure.

Respectfully submitted,

McMillan Metro, P.C.



Peter E. Ciferri, Esq.

Counsel for the Applicant

Ph: (301) 251-1180

Email: pciferri@mcmillanmetro.com



Monarch Vegetation Services, Inc.

Rooted in Success

Alder Energy- Gregg Road

After site clearing, any chips from tree and shrubs to be removed.

Soil test area: 6.5 acres two samples should be taken and sent to Penn State Laboratories, select the Warm Season Grass Establishment category for sample sent, also check for organic content.

After clearing the area should be de compacted by plowing with conventional farm equipment and finished with a disc to a smooth consistency.

After clearing of site, plowing, and discing: Temporary measures a cover crop is to be applied at the following rates based on time of seeding, this can be applied by broadcast or drill seeding. This statement is for best management practices but can cause delay in construction creating soft conditions for panel installation.

Oats 40 lbs. per acre in Spring

German Millet 15 lbs. per acre in summer

Rye grain 40 lbs. per acre in fall

These areas should be mulched to assist with growth and erosion control measures. Mulching with weed free straw at a rate of 2 tons per acre.

At the time of Permanent Seeding another soil test should be performed and recommendations should be followed for amendments.

Project area should be accessed for invasives. When invasives are present two herbicide sprayings should take place in spring or early fall. Allow two weeks between sprayings.

Permanent seeding should take place in early spring till 1st of June or October- March for dormant seeding. The attached seed mix is a suggestions based on the MD Score Card.

Permanent seed should be applied with a Warm Season grass drill such as a Truax. Areas unable to be reached by drill should be scarified and broadcast with seed.



Monarch Vegetation Services, Inc.

Rooted in Success

Maintenance should take place during the first growing season. Mowing can be done mowing no lower than 8 ". This can take place two times a year. If invasives are present it will be suggested to spot spray the project site. The above operations should take place for the first three years.

After the third year it is suggested to mow and spot spray the site once a year. Spot spraying can vary.



Ernst Conservation Seeds Inc

8884 Mercer Pike
Meadville, PA 16335-9275

Phone (814) 336-2404; (800) 873-3321; Fax (814) 336-5191
www.ernstseed.com; sales@ernstseed.com

BILL TO:

Monarch Vegetation Services
17693 State Highway 285
Cochranton, PA 16314-4539

Phone 814-337-1974
Fax 814-333-4214
Email ap@monarchveg.com

SHIP TO:

Monarch Vegetation Services
17693 State Highway 285
Cochranton, PA 16314-4539
Phone: 814-337-1974

Customer PO#	Customer ID	Shipping Method	UPS Shipper #	Terms	Salesperson ID
EM 111522 NH 1	MONA016	PICKUP		Net 30	
Bulk Qty	PLS Qty	UOM	Item Number	Description	
0.000		EACH	MESIC TO WET MIX		
0.045	0.040	LB PLS	ASCINC01	Swamp Milkweed, PA Ecotype	
0.014	0.007	LB PLS	ASTLAT01	Calico Aster	
0.012	0.010	LB PLS	ASTPIL01	Heath Aster, PA Ecotype	
0.010	0.010	LB PLS	ASTPUN01	Purplestem Aster, PA Ecotype	
			SUBJECT TO CROP		
0.001	0.010	LB PLS	ASTUMB02	Flat Topped White Aster, PA Ecotype	
			SUBJECT TO CROP		
0.014	0.010	LB PLS	BIDCER01	Nodding Bur Marigold, PA Ecotype	
0.033	0.024	LB PLS	CARVUL01	Fox Sedge, PA Ecotype	
0.063	0.060	LB PLS	CHAFAS01	Partridge Pea, PA Ecotype	
0.069	0.060	LB PLS	CORLAN01	Lanceleaf Coreopsis	
0.299	0.290	LB PLS	ELYVIR01	Virginia Wildrye, PA Ecotype	
0.043	0.020	LB PLS	EUPPER01	Boneset, PA Ecotype	
0.022	0.020	LB PLS	GEUCAN01	White Avens, PA Ecotype	
0.012	0.010	LB PLS	HELAUT01	Common Sneezeweed, PA Ecotype	
0.012	0.010	LB PLS	HELFLE01	Purplehead Sneezeweed, VA Ecotype	
0.038	0.035	LB PLS	HELHEL01	Oxeye Sunflower, PA Ecotype	
0.007	0.006	LB PLS	LOBSIP01	Great Blue Lobelia, PA Ecotype	
0.004	0.004	LB PLS	LUDALTO1	Seedbox, PA Ecotype	
0.013	0.004	LB PLS	MIMRIN04-MLS	Square Stemmed Monkeyflower	
0.008	0.006	LB PLS	MONFIS03	Wild Bergamot, Fort Indiantown Gap-PA Ecotype	
0.282	0.224	LB PLS	PANANCO1	Beaked Panicgrass, Eastern Shore MD Ecotype	
0.028	0.025	LB PLS	PANRIG02	Redtop Panicgrass, PA Ecotype	
0.022	0.020	LB PLS	PENDIG03-MLS	Tall White Beardtongue	
0.011	0.010	LB PLS	PENLAE01	Appalachian Beardtongue, PA Ecotype	
0.022	0.020	LB PLS	SISANG01	Narrowleaf Blue Eyed Grass	

CONTINUED ON NEXT PAGE



Ernst Conservation Seeds Inc

8884 Mercer Pike
Meadville, PA 16335-9275

Phone (814) 336-2404; (800) 873-3321; Fax (814) 336-5191
www.ernstseed.com; sales@ernstseed.com

BILL TO:

Monarch Vegetation Services
17693 State Highway 285
Cochranton, PA 16314-4539

Phone 814-337-1974
Fax 814-333-4214
Email ap@monarchveg.com

SHIP TO:

Monarch Vegetation Services
17693 State Highway 285
Cochranton, PA 16314-4539
Phone: 814-337-1974

Customer PO#	Customer ID	Shipping Method	UPS Shipper #	Terms	Salesperson ID
EM 111522 NH 1	MONA016	PICKUP		Net 30	
Bulk Qty	PLS Qty	UOM	Item Number	Description	
0.012	0.010	LB PLS	SOLNEM01	Gray Goldenrod, PA Ecotype	
0.048	0.045	LB PLS	VERHAS01	Blue Vervain, PA Ecotype	
0.013	0.010	LB PLS	VERNOV01	New York Ironweed, PA Ecotype	
1.000		EA	TOTAL	MIX NOTES	



An Exelon Company

November 9, 2021

Alder Energy Development, LLC
 495 Jessen Lane
 Charleston, SC 29492

RE: 2 MW Solar Photovoltaic ("PV") Interconnection with Alder Energy Development, LLC at
 Gregg Road, Laytonsville, MD 20882 (CSEGS)

Dear Alder Energy Development, LLC (Attn: Don Zimmerman),

The above system has been identified as a community solar project. Pepco has prepared the following requirements to insure safe and reliable operation. Pepco approves the interconnection of the Project with the Company's electric distribution system with the delineated requirements and customer agreement to pay the system upgrade cost of (You will be referred to in this letter agreement as the "owner" or the "customer."): See Attachment

Distribution: 2650 ft. Feeder 15906 extension, two (2) poles, associated 477 ACSR conductor, dedicated gang switch, recloser package, and primary meter package

Telecom: Coordination for remote trip telemetry from recloser

Cost Breakdown	
Distribution	
Telecom	
Project Estimate	

In order to proceed with the application, please indicate your intention to move forward by signing, dating and returning the attachment to the address below within 30 days. After sending a signed agreement, Pepco will issue an invoice for upgrades after which the customer may send in payment. Please provide a response or a written request for an extension within 30 days; otherwise the application will be withdrawn.

Best Regards,

Nicole Brodbeck
 Project Manager

¹ Cost estimate and scope of work are high level, based on knowns and assumptions from the information provided on the application and/or a preliminary site visit. Project costs are subjected to a true up at the customer's expense once completed.

Attachment

Upgrade and Operating Requirements

- Operate inverters at a leading power factor ("PF") of (1.00), absorbing Volt-amps-reactive ("VARs")
- The Customer must provide us with a relay coordination study that demonstrates how their protective relay scheme interties with the Pepco system under fault current conditions.
- Relay Equipment, final one-line, and settings will be checked after the Customer submits a relay coordination study. This must be approved by Protection & Controls Engineering prior to approval to operate.
- All upgrades must be completed before permission to operate is granted.

Also applied are the following general requirements:

A. Inverter Operation:

The inverters used for this project shall be capable of operating at a power factor(s) specified by the Company (0.95 lead to 0.95 lag). It is the responsibility of the developer/customer to obtain inverters that can operate with these requirements while also meeting all applicable requirements of the latest IEEE and UL standards such as but not limited to IEEE 1547 and UL 1741.

The system shall be set to unity power factor unless otherwise required by the Company. The inverter shall be able to regulate output based on the input of the reverse power relay that is monitoring the power flowing over the supply lines to the customer facility or facilities.

B. Operating and Future Requirements:

- a) The Distributed Resource ("DR") facility shall not cause high voltage on the distribution feeder. "High voltage" will be defined as voltages over 126V per ANSI (American National Standards Institute) C84.1. If the DR facility shall cause high voltage on the distribution feeder, the DR facility shall reduce or cease operations until the situation is remedied, at which time the Company shall authorize the resumption of normal operations. Normal operations shall not resume until Pepco provide authorization.*
- b) The DR facility shall not cause voltage fluctuations above 2% at the point of interconnection. If it exceeds that amount, the DR facility shall reduce or cease operations until the situation is remedied, at which time the Company shall authorize the resumption of normal operations. Normal operations shall not resume until Pepco provides authorization.*
- c) If the operation of the DR facility causes any adverse effects on the automatic line equipment such as switched capacitor banks, voltage regulators or the Under Load Tap Changer ("ULTC") at the substation, or secondary network equipment, the owner shall cooperate in reasonable mitigation efforts.*
- d) The Company may request that the PV system be disconnected during system emergencies, restoration or other unforeseen events and the owner shall have means of complying with the Company's request in a timely manner. Once the system emergency or other unforeseen event subsides, the Company shall*

authorize the resumption of normal operations. Normal operations shall not resume, however, until Pepco shall provide authorization.

- e) If the PV inverters' anti-islanding measures fail to perform, the DR facility shall cease operations until such time as the equipment is remedied or a transfer trip scheme is implemented at the customer's expense.*
- f) If the Company reasonably determines the need to install additional metering and telemetry and/or the capability of remote disconnect, the owner shall allow this to be installed as expeditiously as possible.*
- g) If Pepco determines the need to install power quality monitoring equipment on the inverter output to collect data that will confirm the required PF settings or allow evaluation of other electrical characteristics of the PV system, the owner agrees to accommodate installation of equipment and monitoring. This will be done in a manner that is intended to impact the PV operations as minimally as possible.*

The Company's obligation to provide safe and reliable service is paramount. By signing below, the customer acknowledges (i) that they understand the "Required Information," "Inverter Operation" and "Operating and Future Requirements" associated with Pepco's willingness and ability to interconnect with the Project and (ii) that the customer and/or its duly authorized representatives will supply the "Required Information" and implement and adhere to the "Inverter Operation" and "Operating and Future Requirements."

This letter agreement is not intended to confer rights upon either party that are inconsistent with the requirements of the Public Service Commissions' regulations governing interconnection.

Thank you for your cooperation and courtesies. We look forward to working with you.

Acknowledged and agreed this _____ day of _____, 2021.

FOR THE CUSTOMER:

Signature: _____

Name: _____

Title: _____

FOR THE OWNER (If different than customer):

Signature: _____

Name: _____

Title: _____

FOR THE COMPANY:

Signature: _____

Name: _____

Title: _____

claire.dockman@alder-energy.com

From: no-reply@connectthegrid.com
Sent: Friday, March 18, 2022 3:26 PM
To: claire.dockman@alder-energy.com
Subject: You have received a message on project 'PEPCO-0014527' at 'Gregg Road, Laytonsville, Maryland 20882'

Dear Interconnection Contractor,

Your project has been awarded 2 MW in the Open Category for Year 5. The queue is being updated and will reflect these changes by early next week.

You can check the latest activity for this Project here: <https://phi.connectthegrid.com/#/applications/ac11e2c3-8381-4e91-b1c8-ade888f6b74d/status/>

Thank you,
GPC Team

If you have any questions, please use the 'Messages' tab on your Project to communicate with the GPC Team.



An Exelon Company

**MARYLAND LEVEL 2, 3, & 4 INTERCONNECTION
APPLICATION/AGREEMENT**

**With Terms and Conditions for Interconnection
For a Level 2, 3, & 4 Review of Small Generator Facilities Less than or Equal to 10 MW
(Net Energy Metering up to 2 MW)**

The Green Power Connection™ Team
Pepeco
A PHI Company
(866) 634-6977 - Phone
gpc-south@pepeco.com

Mailing Address: Mail Stop 7642, 701 9th St. NW, Washington, DC 20001

(Send applications via, Email, or Mail to Pepeco, GPC Team)



An Exelon Company

MARYLAND STANDARD AGREEMENT FOR INTERCONNECTION OF SMALL GENERATOR FACILITIES WITH A CAPACITY LESS THAN OR EQUAL TO 10 MW¹

This agreement (“Agreement”) is made and entered into this _____ day of _____ 2021 by and between _____, (“Interconnection Customer,”) a _____² organized and existing under the laws of the State of Maryland, and Potomac Electric Power Company, (“Electric Distribution Company”, (EDC)) a Corporation existing under the laws of the State of Maryland. Interconnection Customer and EDC each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, Interconnection Customer is proposing to, install or direct the installation of a Small Generator Facility, or is proposing a generating capacity addition to an existing Small Generator Facility, consistent with the Interconnection Request completed by Interconnection Customer on _____; and

Whereas, the Interconnection Customer will operate and maintain, or cause the operation and maintenance of the Small Generator Facility; and

Whereas, Interconnection Customer desires to interconnect the Small Generator Facility with EDC’s Electric Distribution System.

Now, therefore, in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Scope and Limitations of Agreement

- 1.1. This Agreement shall be used for all approved Level 2, Level 3 and Level 4 Interconnection Requests according to the procedures set forth in the Maryland Standard Small Generator Interconnection Rules (**COMAR 20.50.09**).
- 1.2. This Agreement governs the terms and conditions under which the Small Generator Facility will interconnect to, and operate in Parallel with, the EDC’s Electric Distribution System.
- 1.3. This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer’s power.
- 1.4. Nothing in this Agreement is intended to affect any other agreement between the EDC and the Interconnection Customer. However, in the event that the provisions of this Agreement are in conflict with the provisions of the EDC’s tariff, the EDC tariff shall control.

¹ Up to 2 MW for Net Energy Metering.

² Choices: Individual, Sole Proprietorship, Partnership, Corporation, Limited Liability Company, Municipal Agency, State Agency, Federal Agency, or Non-Profit.

1.5. Responsibilities of the Parties

- 1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations.
 - 1.5.2. The EDC shall construct, own, operate, and maintain its Interconnection Facilities in accordance with this Agreement, IEEE Standard 1547, the National Electrical Safety Code and applicable standards promulgated by the Maryland Public Service Commission.
 - 1.5.3. The Interconnection Customer shall construct, own, operate, and maintain its Small Generator Facility in accordance with this Agreement, IEEE Standard 1547, the National Electrical Safety Code, the National Electrical Code and applicable standards promulgated by the Maryland Public Service Commission.
 - 1.5.4. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection.
 - 1.5.5. The Interconnection Customer agrees to design, install, maintain and operate its Small Generator Facility so as to minimize the likelihood of causing an Adverse System Impact on an electric system that is not owned or operated by the EDC.
- 1.6. Parallel Operation Obligations: Once the Small Generator Facility has been authorized to commence Parallel Operation, the Interconnection Customer shall abide by all written rules and procedures developed by the EDC which pertain to the Parallel Operation of the Small Generator Facility, which are clearly specified in Attachment 4 of this Agreement.
- 1.7. Metering: The Interconnection Customer shall be responsible for the cost of the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.
- 1.8. Reactive Power: The Interconnection Customer shall design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the power factor range required by the EDC's applicable tariff for a comparable load customer. EDC may also require the Interconnection Customer to follow a voltage or VAR schedule if such schedules are applicable to similarly situated generators in the control area on a comparable basis and have been approved by the Commission. The specific requirements for meeting a voltage or VAR schedule shall be clearly specified in Attachment 4. Under no circumstance shall these additional requirements for reactive power or voltage support exceed the normal operating capabilities of the Small Generator Facility.
- 1.9. Capitalized Terms: Capitalized terms used herein shall have the meanings specified in the Definitions in Attachment 1 or the body of this Agreement.

2. **Inspection, Testing, Authorization, and Right of Access**

- 2.1. Equipment Testing and Inspection: The Interconnection Customer shall test and inspect its Small Generator Facility including the Interconnection Equipment prior to interconnection in accordance with IEEE Standard 1547 and IEEE Standard 1547.1. The Interconnection Customer shall not operate its Small Generator Facility in Parallel with EDC's Electric Distribution System without prior written authorization by the EDC as

provided for in 2.1.1 – 2.1.4.

2.1.1. The EDC shall have the option of performing a Witness Test after construction of the small generator facility is completed. The Interconnection Customer shall provide the EDC at least 20 days notice of the planned Commissioning Test for the small generator facility. If the EDC elects to perform a Witness Test, it shall contact the Interconnection Customer to schedule the Witness Test at a mutually agreeable time within 5 business days of the scheduled commissioning test. If the EDC does not perform the Witness Test within 5 business days of the commissioning test, the Witness Test is deemed waived unless the parties mutually agree to extend the date for scheduling the Witness Test. If the Witness Test is not acceptable to the EDC, the Interconnection Customer will be granted a period of 30 calendar days to address and resolve any deficiencies. The time period for addressing and resolving any deficiencies may be extended upon the mutual agreement of the EDC and the Interconnection Customer. If the Interconnection Customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of 6.5 shall apply. If a Witness Test is not performed by the EDC or an entity approved by the EDC, the Interconnection Customer must still satisfy the interconnection test specifications and requirements set forth in IEEE Standard 1547 Section 5. The Interconnection Customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

2.1.2. To the extent that the Interconnection Customer decides to conduct interim testing of the Small Generator Facility prior to the Witness Test, it may request that the EDC observe these tests and that these tests be deleted from the final Witness Test. The EDC may, at its own expense, send qualified personnel to the Small Generator Facility to observe such interim testing. Nothing in this Section 2.1.2 shall require the EDC to observe such interim testing or preclude the EDC from performing these tests at the final Witness Test. Regardless of whether the EDC observes the interim testing, the Interconnection Customer shall obtain permission in advance of each occurrence of operating the Small Generator Facility in parallel with the EDC's system.

2.1.3. Upon successful completion of the Witness Test, the EDC shall affix an authorized signature to the Certificate of Completion and return it to the Interconnection Customer approving the interconnection and authorizing Parallel Operation. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.2. Commercial Operation: The interconnection customer shall not operate the Small Generator Facility, except for interim testing as provided in 2.1, until such time as the Certificate of Completion is signed by all Parties.

2.3. Right of Access: The EDC shall have access to the disconnect switch and metering equipment of the Small Generator Facility at all times. The EDC shall provide reasonable notice to the customer when possible prior to using its right of access.

3. **Effective Date, Term, Termination, and Disconnection**

3.1. Effective Date: This Agreement shall become effective upon execution by the Parties.

3.2. Term of Agreement: This Agreement shall become effective on the Effective Date and shall remain in effect in perpetuity unless terminated earlier in accordance with Article 3.3 of this Agreement.

3.3. Termination: No termination shall become effective until the Parties have complied with

all Applicable Laws and Regulations applicable to such termination.

- 3.3.1. The Interconnection Customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.
- 3.3.2. Either Party may terminate this Agreement after default pursuant to Article 6.5.
- 3.3.3. The EDC may terminate upon 60 calendar days' prior written notice for failure of the Interconnection Customer to complete construction of the Small Generator Facility within 12 months of the in-service date as specified by the Parties in Attachment 2, which may be extended by mutual agreement of the Parties which shall not be unreasonably withheld.
- 3.3.4. The EDC may terminate this Agreement upon 60 calendar days' prior written notice if the Interconnection Customer fails to operate the Small Generator Facility in parallel with EDC's electric system for three consecutive years.
- 3.3.5. Upon termination of this Agreement, the Small Generator Facility will be disconnected from the EDC's Electric Distribution System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.6. The provisions of this Article shall survive termination or expiration of this Agreement.

3.4. Temporary Disconnection: A Party may temporarily disconnect the Small Generator Facility from the Electric Distribution System in the event of an Emergency Condition for so long as the Party determines it is reasonably necessary in the event one or more of the following conditions or events occurs:

- 3.4.1. Emergency Conditions—shall mean any condition or situation: (1) that in the judgment of the Party making the claim is reasonably likely to endanger life or property; or (2) that, in the case of the EDC, is reasonably likely to cause an Adverse System Impact; or (3) that, in the case of the Interconnection Customer, is reasonably likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generator Facility or the Interconnection Equipment. Under Emergency Conditions, the EDC or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility. The EDC shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generator Facility. The Interconnection Customer shall notify the EDC promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the EDC's Electric Distribution System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- 3.4.2. Scheduled Maintenance, Construction, or Repair – the EDC may interrupt interconnection service or curtail the output of the Small Generator Facility and temporarily disconnect the Small Generator Facility from the EDC's Electric Distribution System when necessary for scheduled maintenance, construction, or repairs on EDC's Electric Distribution System. The EDC shall provide the Interconnection Customer with five business days notice prior to such interruption. The EDC shall use reasonable efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.
- 3.4.3. Forced Outages - During any forced outage, the EDC may suspend interconnection service to effect immediate repairs on the EDC's Electric Distribution System. The

EDC shall use reasonable efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the EDC shall, upon written request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

- 3.4.4. Adverse Operating Effects – the EDC shall provide the Interconnection Customer with a written notice of its intention to disconnect the Small Generator Facility if, based on the operating procedures specified in Attachment 4, the EDC determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generator Facility could cause damage to the EDC’s Electric Distribution System. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon written request. The EDC may disconnect the Small Generator Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time unless Emergency Conditions exist in which case the provisions of 3.4.1 apply.
- 3.4.5. Modification of the Small Generator Facility - The Interconnection Customer must receive written authorization from the EDC prior to making any change to the Small Generator Facility, other than a Minor Equipment Modification, that could cause an Adverse System Impact. If the Interconnection Customer makes such modification without the EDC’s prior written authorization, the EDC shall have the right to temporarily disconnect the Small Generator Facility until such time as the EDC reasonably concludes the modification poses no threat to the safety or reliability of its Electric Distribution System.
- 3.4.6. Reconnection - The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and EDC’s Electric Distribution System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section; provided, however, if such disconnection is done pursuant to Section 3.4.5 due to the Interconnection Customer’s failure to obtain prior written authorization from the EDC for Minor Equipment Modifications, the EDC shall reconnect the Interconnection Customer only after determining the modifications do not impact the safety or reliability of its Electric Distribution System.

4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

- 4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 3 of this Agreement if required under the additional review procedures of Level a 2 review or under a Level 4 review. If a Facilities Study was performed, the EDC shall identify the Interconnection Facilities necessary to safely interconnect the Small Generator Facility with the EDC’s Electric Distribution System, the cost of those facilities, and the time required to build and install those facilities.
- 4.1.2. The Interconnection Customer shall be responsible for its expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its Interconnection Equipment, and (2) its reasonable share of operating, maintaining, repairing, and replacing any Interconnection Facilities owned by the EDC as set forth in Attachment 3 and Attachment 4.

- 4.2. Distribution Upgrades: The EDC shall design, procure, construct, install, and own any Distribution Upgrades. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the interconnection Customer. The Interconnection

Customer may be entitled to financial contribution from any other EDC customer who may in the future utilize the upgrades paid for by the Interconnection Customer. Such contributions shall be governed by the rules, regulations and decisions of the Maryland Public Service Commission.

5. **Billing, Payment, Milestones, and Financial Security**

5.1. Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 2 review and Level 4 reviews)

5.1.1. The EDC shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of EDC provided Interconnection Facilities and Distribution Upgrades contemplated by this Agreement as set forth in Appendix 3, on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

5.1.2. Within ninety (90) calendar days of completing the construction and installation of the EDC's Interconnection Facilities and Distribution Upgrades described in the Attachments 2 and 3 to this Agreement, the EDC shall provide the Interconnection Customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation and the budget estimate provided to the Interconnection Customer and a written explanation for any significant variation; and (2) the Interconnection Customer's previous deposit and aggregate payments to the EDC for such Interconnection Facilities and Distribution Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the EDC within thirty (30) calendar days. If the Interconnection Customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the Interconnection Customer an amount equal to the difference within thirty (30) calendar days of the final accounting report.

5.1.3. If a Party in good faith disputes any portion of its payment obligation pursuant to this Article 5, such Party shall pay in a timely manner all non-disputed portions of its invoice, and such disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. Provided such Party's dispute is in good faith, the disputing Party shall not be considered to be in default of its obligations pursuant to this Article.

5.2. Interconnection Customer Deposit: At least twenty (20) business days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the EDC's Interconnection Facilities and Distribution Upgrades, the Interconnection Customer shall provide the EDC with a deposit equal to 50% of the estimated costs prior to its beginning design of such facilities, provided the total cost is in excess of \$1,000.

6. **Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default**

6.1. Assignment: This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice, and with the opportunity to object by the other Party. Should the Interconnection Customer assign this agreement, the EDC has the right to request the assignee agree to the assignment and the terms of this Agreement in writing. When required, consent to assignment shall not be unreasonably withheld; provided that:

6.1.1. Either Party may assign this Agreement without the consent of the other Party to

any affiliate (which shall include a merger of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;

6.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the Small Generator Facility. For Small Generator systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.

6.1.3. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Interconnection Customer.

6.2. Limitation on Damages: Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Section 6.2 shall survive the termination or expiration of the Agreement.

6.3. Indemnity

6.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

6.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

6.3.3. Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

6.3.4. If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

6.3.5. If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of such indemnified Party's actual loss, net of any insurance or other

recovery.

6.4. Force Majeure

- 6.4.1. As used in this Article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of gross negligence or intentional wrongdoing.
- 6.4.2. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party shall be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party shall use reasonable efforts to resume its performance as soon as possible.

6.5. Default

- 6.5.1. No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2. Upon a default of this Agreement, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Article 6.5.3 the defaulting Party shall have 60 calendar days from receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.
- 6.5.3. If a Party has made an assignment of this Agreement not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party shall have 30 days from receipt of the default notice within which to cure such default.
- 6.5.4. If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

7. **Insurance:** For Small Generator Facilities with a Nameplate Capacity of 1 MW or above, the Interconnection Customer shall carry adequate insurance coverage that shall be acceptable

to the EDC; provided, that the maximum comprehensive/general liability coverage that shall be continuously maintained by the Interconnection Customer during the term shall be not less than \$2,000,000 for each occurrence, and an aggregate, if any, of at least \$4,000,000. The EDC, its officers, employees and agents will be added as an additional insured on this policy.

8. **Dispute Resolution**

- 8.1. A party shall attempt to resolve all disputes regarding interconnection as provided in this section promptly, equitably, and in a good faith manner.
- 8.2. When a dispute arises, a party may seek immediate resolution through complaint procedures available through the Maryland Public Service Commission, or an alternative dispute resolution process approved by the Maryland Public Service Commission, by providing written notice to the Maryland Public Service Commission and the other party stating the issues in dispute. Dispute resolution will be conducted in an informal, expeditious manner to reach resolution with minimal costs and delay. When available, dispute resolution may be conducted by phone.
- 8.3. When disputes relate to the technical application of this section, the Maryland Public Service Commission may designate a technical master to resolve the dispute. The Maryland Public Service Commission may designate a Department of Energy National Laboratory, PJM Interconnection L.L.C., or a college or university with distribution system engineering expertise as the technical master. When the Federal Energy Regulatory Commission identifies a National technical dispute resolution team, the Maryland Public Service Commission may designate the team as its technical master. Upon designation by the Maryland Public Service Commission, the parties shall use the technical master to resolve disputes related to interconnection. Costs for a dispute resolution conducted by the technical master shall be established by the technical master, subject to review by the Maryland Public Service Commission.
- 8.4. Pursuit of dispute resolution may not affect an Interconnection Customer with regard to consideration of an Interconnection Request or an Interconnection Customer's queue position.
- 8.5. If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

9. **Miscellaneous**

- 9.1. Governing Law, Regulatory Authority, and Rules: The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Maryland, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations.
- 9.2. Amendment: Modification of this Agreement shall be only by a written instrument duly executed by both Parties.
- 9.3. No Third-Party Beneficiaries: This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

9.4. Waiver

9.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement shall not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

9.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from EDC. Any waiver of this Agreement shall, if requested, be provided in writing.

9.5. Entire Agreement: This Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6. Multiple Counterparts: This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

9.7. No Partnership: This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8. Severability: If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9. Environmental Releases: Each Party shall notify the other Party, first orally and then in writing, of the release any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generator Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10. Subcontractors: Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and

each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

9.10.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such a Party.

9.10.2. The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

9.11. Note about Voltage Rise: Running grid-tied generation at a premise will generally raise voltage levels. A proper voltage drop/rise study must be done to insure that resulting voltages do not cause problems at the customer premise and/or to the operation of the inverter. If there are times when generator output will exceed the load of the premise, this will cause voltage rise across the line transformer and service line to the facility. Be sure this is taken into account when doing a voltage drop/rise analysis. If there are other customers that have grid-tied solar and their premise is fed by the same line transformer. If the new generation system causes high voltage for other customers fed by the same transformer, it will be the responsibility of the newest generator installation to remediate the high voltage. The normal voltage at the meter without generation is 120 V +/- 5% (or other secondary voltages such as 208, 240, 480, etc.). Be sure to assume the highest voltage (+ 5%) at the meter when doing the voltage drop/rise analysis to insure acceptable voltage at the premise and at the inverter. **The utility is not responsible for elevated voltage caused by the operation of a generator.** The electrical grid has been designed to maintain 120 V +/- 5% (or other standard secondary voltages) during the course of the normal load cycle.

10. Notices

10.1. General: Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail _____

If to EDC:

EDC _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail _____

10.2. Billing and Payment: Billings and payments shall be sent to the addresses set out below:

If to Interconnection Customer

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

If to EDC

EDC: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

10.3. Designated Operating Representative: The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail _____

EDC's Operating Representative: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

10.4. Changes to the Notice Information: Either Party may change this notice information by giving five business days written notice prior to the effective date of the change.

11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Interconnection Customer:



Signature: _____

Name: _____

Title: _____

Date: _____

For EDC:

Signature: Deja White-Manley _____

Name: Deja White-Manley _____

Title: Interconnection Spec _____

Date: 2/14/23 _____

Attachment 1

Definitions

Adverse System Impact - A negative effect, due to technical or operational limits on conductors or equipment being exceeded, that compromises the safety or reliability of the Electric Distribution System.

Applicable Laws and Regulations – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Commissioning Test – Tests applied to a small generator facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified IEEE standard 1547 section 5.4 “Commissioning tests”.

Distribution Upgrades –A required addition or modification to the EDC's Electric Distribution System at or beyond the Point of Interconnection to accommodate the interconnection of a Small Generator Facility. Distribution upgrades do not include Interconnection Facilities.

Electric Distribution Company or EDC - Any electric utility entity subject to the jurisdiction of the Maryland Public Service Commission.

Electric Distribution System –The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which Electric Distribution Systems operate differ among areas but generally carry less than 69 kilovolts of electricity. Electric Distribution System has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

Facilities Study – An engineering study conducted by the EDC to determine the required modifications to the EDC's Electric Distribution System, including the cost and the time required to build and install such modifications, as necessary to accommodate an Interconnection Request.

Governmental Authority – Any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, EDC or any affiliate thereof.

IEEE Standard 1547 - The Institute of Electrical and Electronics Engineers, Inc. (IEEE) Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented, at the time the Interconnection Request is submitted.

IEEE Standard 1547.1 - The IEEE Standard 1547.1 (2005) "Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented, at the time the Interconnection Request is submitted.

Interconnection Agreement or Agreement – This agreement between the Interconnection Customer and the EDC, which governs the connection of the Small Generator Facility to the EDC's Electric Distribution System, as well as the ongoing operation of the Small Generator

Facility after it is connected to the EDC's Electric Distribution System.

Interconnection Customer – The entity proposing to interconnect a Small Generator Facility to the EDC's Electric Distribution System.

Interconnection Equipment – A group of components or integrated system connecting an electric generator with a local electric power system or an Electric Distribution System that includes all interface equipment including switchgear, protective devices, inverters or other interface devices. Interconnection Equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection Facilities – Facilities and equipment required by the EDC to accommodate the interconnection of a Small Generator Facility. Collectively, Interconnection Facilities include all facilities, and equipment between the Small Generator Facility and the Point of Interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the Small Generator Facility to the Electric Distribution System. Interconnection Facilities are sole use facilities and do not include Distribution Upgrades.

Interconnection Request – An Interconnection Customer's request, in a form approved by the Maryland Public Service Commission, requesting the interconnection of a new Small Generator Facility, or to increase the capacity or operating characteristics of an existing Small Generator Facility that is interconnected with the EDC's Electric Distribution System.

Maryland Standard Small Generator Interconnection Rules – The most current version of the procedures for interconnecting Small Generator Facilities adopted by the Maryland Public Service Commission (**COMAR 20.50.09**)

Parallel Operation or Parallel - The state of operation which occurs when a Small Generator Facility is connected electrically to the Electric Distribution System and the potential exists for electricity to flow from the Small Generator Facility to the Electric Distribution System.

Point of Interconnection - The point where the Small Generator Facility is electrically connected to the Electric Distribution System. Point of Interconnection has the same meaning as the term point of common coupling defined in 3.1.13 of IEEE Standard 1547.

Small Generator Facility - The equipment used by an interconnection customer to generate, or store electricity that operates in parallel with the Electric Distribution System. A Small Generator Facility typically includes an electric generator, prime mover, and the Interconnection Equipment required to safely interconnect with the Electric Distribution System or a local electric power system.

Witness Test— For lab certified or field approved equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab certified or field approved, the witness test shall also include the verification by the EDC of the on-site design tests as required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

Attachment 2

CONSTRUCTION SCHEDULE, PROPOSED EQUIPMENT & SETTINGS

(Required if Greater Than or Equal to 100 kW)

1. The construction schedule for the Small Generator Facility:

See attached schedule for details.

2. A one-line diagram indicating the Small Generator Facility, Interconnection Equipment, Interconnection Facilities, Metering Equipment, and Distribution Upgrades. (Separate attachment.)

One line attached.

3. Component specifications for equipment identified in the one-line diagram:

Information attached .

4. Component settings (Must include inverter over/under voltage and over/under frequency settings):

Inverter AC output information attached in the end of the document. Inverter complies IEEE1547 and comes with factory default settings for response to abnormal frequency and voltage.

5. Proposed sequence of operations:

Attached in the end of the document are the inverter's commissioning procedures.

Attachment 3

**DESCRIPTION, COSTS AND TIME REQUIRED TO BUILD AND INSTALL
EDC'S INTERCONNECTION FACILITIES**

EDC's Interconnection Facilities including any required metering shall be itemized and a best estimate of itemized costs, including overheads, shall be provided based on the Facilities Study.

Also, a best estimate for the time required to build and install EDC's Interconnection Facilities will be provided based on the Facilities Study.

Attachment 4

**OPERATING REQUIREMENTS FOR SMALL GENERATOR FACILITIES
OPERATING IN PARALLEL**

Applicable sections of EDC's operating manuals applying to the small generator interconnection shall be listed and Internet links shall be provided. Any special operating requirements not contained in EDC's existing operating manuals shall be clearly identified.

Attachment 5

MONITORING AND CONTROL REQUIREMENTS

EDC monitoring and control requirements shall be clearly specified and a reference shall be provided to the EDC's written requirements documents from which these documents are derived along with an internet link to the requirements documents.

Attachment 6

METERING REQUIREMENTS

Metering requirements for the Small Generator Facility shall be clearly indicated along with an identification of the appropriate tariffs that establish these requirements and an internet link to these tariffs.



An Exelon Company

PART 1

MARYLAND LEVEL 2, 3, & 4 INTERCONNECTION APPLICATION & AGREEMENT

With Terms and Conditions for Interconnection

(Review of Small Generator Facilities Less Than or Equal to 10 MW³)

(Application & Conditional Agreement – to be completed prior to installation)

INTERCONNECTION CUSTOMER CONTACT INFORMATION

Customer Name: ALDER ENERGY DEVELOPMENT, LLC

Mailing Address: 495 JESSEN LANE

City: CHARLESTON State: SC Zip Code: 29492

Contact Person/Authorized Agent (Optional) (If other than above): DON ZIMMERMAN

Mailing Address (Optional) (If other than above): _____

Telephone (Daytime): 843-388-5493 (Evening): 843-323-0387

Facsimile Number: 866-950-2811 E-Mail Address (Required): drzim@alder-energy.com

Alternate Project Contact Information: (if different from Customer-Generator above)

Alternate Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ E-Mail Address: _____

If an email is provided for your alternate contact, that contact will receive all email communications. _____

FACILITY INFORMATION

Facility Address: Parcel #320 Gregg Road

City: ██████████ LAYTONSVILLE State: MD Zip Code: 20882

Electric Supplier (if different from EDC): _____

Pepco Account #: _____ Meter # (optional): _____

Current Annual Energy Consumption (optional): _____ kWh

Check if this Facility (building) is, or is going to be, NEW CONSTRUCTION (optional):

³ Up to 2 MW for Net Energy Metering.

Requested Procedure Under Which to Evaluate Interconnection Request:⁴

Please indicate below which review procedure applies to the interconnection request.

- Level 2** - Certified interconnection equipment with an aggregate electric nameplate capacity less than or equal to 2 MW. Indicate type of certification below. (Application fee amount is \$50 plus \$1 per KW).
- Lab certified - tested to IEEE 1547.1 and other specified standards by a nationally recognized testing laboratory and is appropriately labeled.
 - Field approved – identical interconnection has been approved by an EDC under a Level 4 study review process within the prior 36 months of the date of this interconnection request.
- Level 3** – Small generator facility does not export power. Nameplate capacity rating is equal to less than 50KW if connecting to area network or equal to or less than 10 MW if connecting to a radial distribution feeder. (Application fee amount is \$100 plus \$2 per KW).
- Level 4** – Nameplate capacity rating is less than or equal to 10 MW and the small generator facility does not qualify for a Level 1, Level 2 or Level 3 review or, the small generator facility has been reviewed but not approved under a Level 1, Level 2 or Level 3 review. (Application fee amount is \$100 plus \$2 per KW, to be applied toward any subsequent studies related to this application).

Field Approved Equipment:

If the field approved equipment box is checked above, please provide the estimated completion date in the section that follows, then sign the application and return it with the following information that is required for review of Level 2 field approved small generator facilities:

- A copy of the certificate of completion for the previously approved small generator facility,
- A written statement indicating that the interconnection equipment being proposed is identical, except for minor equipment modification, to the one previously approved.

Note: You do not have to complete the rest of the application if field approved equipment is being proposed.

Intent of Generation:

- Net Meter (Unit will operate in parallel and will export power pursuant to the Net Energy Metering Rider)
- Aggregated Net Meter (Unit will operate in parallel and will export power pursuant to the Aggregated Net Energy Metering Rider)
- Cogeneration and Small Power Production (Qualifying Facility – Rate X or Rate EP)
- Wholesale Market Transaction (Unit will operate in parallel and participate in PJM market(s) pursuant to a PJM Wholesale Market Participation Agreement)
- Offset Partial Load (Unit will operate in parallel, but will not export power at any time to EDC)
- Back-up Generation (Units that temporarily parallel for more than 100 milliseconds) (Note: Backup units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.)

X COMMUNITY SOLAR:

MD PSC Subscriber Organization ID #: 20A2284840004388

⁴ **Note:** Descriptions for interconnection review categories do not list all criteria that must be satisfied. For a complete list of criteria, please refer to the Maryland Small Generator Interconnection Standards COMAR 20.50.09.

Estimated Commissioning Date: MAY 2021

Energy Source: SOLAR PV Prime Mover: PHOTOVOLTAICS

Type of Application: Initial Addition/Upgrade ⁵

Initial Rating: DC Generator Total⁶ Nameplate Rating: 2,862 (kW),
AC Inverter Total⁷ Rating: 2,000 (kW),
AC System Design Total Capacity⁸: 2,862 (kW) 2,862(kVA)

Added Rating (if upgrade): DC Generator Total Nameplate Rating: _____ (kW),
AC Inverter Total Rating: _____ (kW),
AC System Design Total Capacity: _____ (kW) _____ (kVA)

Total Rating (if upgrade): DC Generator Total Nameplate Rating: _____ (kW),
AC Inverter Total Rating: _____ (kW),
AC System Design Total Capacity: _____ (kW) _____ (kVA)

Generator (or PV Panel) Manufacturer, Model #⁹ (optional): ALPHA 72 SERIES

A copy of Generator nameplate and Manufacturer's Specification Sheet may also be submitted

Number of Generators (or PV Panels): 6,656

Type of Tracking if PV (optional): Fixed Single Axis Double Axis

Array Azimuth if PV (optional): _____ ° Array Tilt if PV (optional): _____ °

Shading Angles if PV at E, 120°, 150°, S, 210°, 240°, W (optional) (Separate with comas):
_____ °

Inverter Manufacturer¹⁰: CPS Model Number(s) of Inverter¹¹: SCH125KTL-DO/US 600V

Number of Inverters¹² (optional): 16

Inverter Type: Forced Commutated Line Commutated

Ampere Rating: 120.3 Amps_{AC}, Number of Phases (optional): 1 3

Voltage Rating: 600 V_{AC Nominal}, DC Voltage: 1,500 V_{DC Nominal},

Power Factor: 100 %, Frequency (optional): 60 Hz, Efficiency: 98.5 (%)

Pepco Taggable, Lockable, Accessible Disconnect¹³ (optional): Yes No,

If Yes, Location: AT THE TRANSFORMER

One-line Diagram Attached: Yes No,

Site Plan Attached: Yes No

⁵ Initial if first time generator request. Addition/Upgrade if this is an add-on to a previously approved system.

⁶ Sum of all generators or PV Panels

⁷ Sum of all inverters

⁸ This will be your system design capacity based upon your unique system variables.

⁹ If more than one type, please list all manufactures and model numbers.

¹⁰ If more than one manufacture, please list all.

¹¹ If more than one model number, please list all.

¹² Attach additional sheets as necessary in the event of multiple inverters of various types/sizes

¹³ This is strongly recommended by the utility. Best practice is to have an externally accessible, lockable, disconnect with visible open/close connection and to have appropriate signage on the disconnect, such as 'Solar PV AC Disconnect' (preferably red) and on the meter housing 'Caution, Solar Electric System' (preferably yellow). If the disconnect is not in the immediate vicinity of the meter, please include the disconnect location on the meter signage. This enables the utility and first responders to more quickly deal with an emergency situation.

Do you plan to export power?¹⁴ (optional): Yes No

If Yes, Estimated Maximum: 2,000 kW_{AC} 4,340,000

Estimated Gross Annual Energy Production (optional): _____ kWh

Is the inverter IEEE/UL1741 lab certified? Yes No

Does the Customer own their own transformer, but primary service is from Pepco? Yes No

If yes, complete the following electric service information for customer facility where generator will be interconnected:

Capacity: _____ Amps Voltage: 600 Volts

Type of Service: Single Phase Three Phase

If 3 Phase Transformer, Indicate Type

Primary Winding Wye Delta Grounded Wye

Secondary Winding Wye Delta Grounded Wye

Transformer Size: 2,000 kVA Impedance: 5.75 %

Generator & Prime Mover Data (if applicable):

Energy Source: SOLAR PV

Energy Converter Type: PHOTOVOLTAIC

Generator Size(s) (kW or kVA): 125 Number of Generator Units: 16

Total Electrical Generation Capacity (kW or kVA): 2,000

Generator Type: Induction Inverter Synchronous Other: _____

Small Generator Facility Information (if applicable):

List interconnection components/system(s) to be used in the Small Generation Facility that are lab certified (required for Level 2 Interconnection requests only).

Component/System NRTL Providing Label & Listing

1. ATTACHED PRODUCT INFORMATION _____
2. _____
3. _____
4. _____
5. _____

Please provide copies of manufacturer brochures or technical specifications

Energy Production Equipment/Inverter Information:

Synchronous Induction Inverter Other _____

Rating: 125 kW Rating: 125 kVA

Rated Voltage: 600 Volts

Rated Current: 120.3 Amps

System Type Tested (Total System): Yes No; attach product literature

¹⁴ Select Yes if your expected maximum output of the inverter (kW AC) is greater than the lowest load you anticipate at your facility during maximum PV output (kW). The difference would be the amount you may export.

For Synchronous Machines: (Note: Contact EDC to determine if all the information requested in this section is required for the proposed small generator facility.)

Manufacturer: _____

Model No. _____ Version No. _____

Submit copies of the Saturation Curve and the Vee Curve

Salient Non-Salient

Torque: _____ lb-ft Rated RPM: _____ Field Amperes: _____ at rated generator voltage and current and _____ % PF over-excited

Type of Exciter: _____

Output Power of Exciter: _____

Type of Voltage Regulator: _____

Locked Rotor Current: _____ Amps Synchronous Speed: _____ RPM

Winding Connection: _____ Min. Operating Freq./Time: _____

Generator Connection: Delta Wye Wye Grounded

Direct-axis Synchronous Reactance: (X_d) _____ ohms

Direct-axis Transient Reactance: (X'_d) _____ ohms

Direct-axis Sub-transient Reactance: (X''_d) _____ ohms

Negative Sequence Reactance: _____ ohms

Zero Sequence Reactance: _____ ohms

Neutral Impedance or Grounding Resister (if any): _____ ohms

For Induction Machines: (Note: Contact EDC to determine if all the information requested in this section is required for the proposed small generator facility.)

Manufacturer: _____

Model No. _____ Version No. _____

Locked Rotor Current: _____ Amps

Rotor Resistance (R_r) _____ ohms Exciting Current _____ Amps

Rotor Reactance (X_r) _____ ohms Reactive Power Required: _____

Magnetizing Reactance (X_m) _____ ohms _____ VARs (No Load)

Stator Resistance (R_s) _____ ohms _____ VARs (Full Load)

Stator Reactance (X_s) _____ ohms

Short Circuit Reactance (X''_d) _____ ohms

Phases: Single Three-Phase

Frame Size: _____ Design Letter: _____ Temp. Rise: _____ °C.

Reverse Power Relay Information (Level 3 Review Only):

Manufacturer: _____

Relay Type: _____ Model Number: _____

Reverse Power Setting: _____

Reverse Power Time Delay (if any): _____

ADDITIONAL INFORMATION

DC Source / Prime Mover:

Rating: 0.43 kW Rating: 0.43 kVA

Rated Voltage: 1,500 Volts

Open Circuit Voltage (If applicable): 52.6 Volts

Rated Current: 9.76 Amps

Short Circuit Current (If applicable): 10.46 Amps

EQUIPMENT INSTALLATION CONTRACTOR Owner (Customer) Installed: Yes No

Contractor Name: ALDER ENERGY SYSTEMS, LLC

Mailing Address: 495 JESSEN LANE

City: CHARLESTON State: SC Zip Code: 29492

Contact Person (optional): DON ZIMMERMAN

Telephone (Daytime): 843-388-5493 (Evening): 843-323-0387

Fax Number: 866-950-2811 E-Mail Address (Required): drzim@alder-energy.com

ELECTRICAL CONTRACTOR

Electrical Contractor Name: Enterprise Electric Company

Mailing Address: 4204 Shannon Dr

City: Baltimore State: MD Zip Code: 21213

Contact Person (optional): _____

Telephone (Daytime): (410) 488-8200 (Evening): (410) 488-8200

Fax Number: _____ E-Mail Address: jbeck@eeccompany.com

License number: M4944

INSURANCE DISCLOSURE

The attached terms and conditions contain provisions related to liability and indemnification, and should be carefully considered by the interconnection customer. The interconnection customer is not required to obtain general liability insurance coverage as a precondition for interconnection approval; however, the interconnection customer is advised to consider obtaining appropriate insurance coverage to cover the interconnection customer's potential liability under this agreement.

CUSTOMER SIGNATURE

I hereby certify that all of the information provided in this application request form is true. I consent to permit the PSC and interconnecting utility to exchange information regarding the generating system to which this application applies.

Interconnection Customer Signature:  Date: 01/11/2021

Printed Name: DONALD ZIMMERMAN Title: PRESIDENT/CEO

Application Fee:

Refer to fees on page 24. Since Level 2 – 4 applications require an application fee, please submit via Mail the application fee in conjunction with the customer application and signed interconnection agreement.

An application fee is required before the application can be processed. Please verify that the appropriate fee is included with the application:

Application fee included: Amount: _____

.....

EDC ACKNOWLEDGEMENT (FOR USE BY EDC ONLY)

Receipt of the application fee is acknowledged and the interconnection request is complete.

EDC Signature: Deja White-Manley Date: 2/14/23
Printed Name: Deja White-Manley Title: Interconnection Specialist



An Exelon Company

PART 2

MARYLAND LEVEL 2, 3, & 4 INTERCONNECTION APPLICATION & AGREEMENT

Review of Small Generator Facilities Less Than or Equal to 10 MW¹⁵⁾

(Final Agreement –must be completed after installation and prior to interconnection)

Certificate of Completion¹⁶

INTERCONNECTION CUSTOMER CONTACT INFORMATION

Customer Name: ALDER ENERGY DEVELOPMENT LLC
Mailing Address: 495 JESSEN LANE
City: CHARLESTON State: SC Zip Code: 29492
Telephone (Daytime): 843-388-5493 (Evening): 843-323-0387
Fax Number: 866-950-2811 E-Mail Address: drzim@alder-energy.com

FACILITY INFORMATION

Facility Address: Parcel #320 Gregg Road
City: ██████████ Laytonsville State: MD Zip Code: 20882
Pepco Account #: _____ Meter # (optional): _____
Energy Source (optional): SOLAR PV Prime Mover (optional): PHOTOVOLTAICS
Number of Inverters (optional): 16
Inverter Manufacturer(optional): CPS Model Number(s) of Inverter(optional): SCA125KTL -DO/US 600

Type of Application: Initial Addition/Upgrade

Rating DC Generator Total¹⁷ Nameplate Rating: 2,862 (kW),
AC Inverter Total¹⁸ Rating (optional): 2,000 (kW),
AC System Design Total Capacity¹⁹ (optional): 2,000 (kW) 2,000 (kVA)

Generator (or PV Panel) Manufacturer, Model # (optional): REC ALPHA 72 SERIES

¹⁵ Up to 2 MW for Net Energy Metering.

¹⁶ Information entered here on Certificate of Completion (Part 2) must match part 1

¹⁷ Sum of all generators or PV Panels

¹⁸ Sum of all inverters

¹⁹ This will be your system design capacity based upon your unique system variables.

EQUIPMENT INSTALLATION CONTRACTOR Owner (Customer) Installed: Yes No

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (optional): _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ E-Mail Address: _____

FINAL ELECTRIC INSPECTION AND INTERCONNECTION CUSTOMER SIGNATURE

The Small Generator Facility is complete and has been approved by the local electric inspector having jurisdiction. A signed copy of the electric inspector's form indicating final approval is attached. The Interconnection Customer acknowledges that it shall not operate the Small Generator Facility until receipt of the final acceptance and approval by the EDC as provided below.

Signed: _____ Date _____
(Signature of interconnection customer)

Printed Name: _____

Check if copy of signed electric inspection form is attached (required)

Check if copy of as built documents is attached (projects larger than 10 kW only)

.....

ACCEPTANCE AND FINAL APPROVAL FOR INTERCONNECTION *(for EDC use only)*

The interconnection agreement is approved and the Small Generator Facility is approved for interconnected operation upon the signing and return of this Certificate of Completion by EDC:

Electric Distribution Company waives Witness Test? *(Initial)* Yes (_____) No (_____)

If not waived, date of successful Witness Test: _____ Passed: *(Initial)* (_____)

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____



THE OFFICE OF AGRICULTURE

Marc Elrich
County Executive

Jeremy V. Criss
Director

DATE: July 19, 2023

TO: Mark Beall, Senior Planner, Upcounty Division, Montgomery County Planning Department

FROM: Jeremy Criss, Director, Office of Agriculture *Jeremy V. Criss*

SUBJECT: Gregg Road Community Solar Project, CU #202404

When ZTA 20-01 was adopted by the County Council on February 23, 2021, it contained specific language for applicants proposing to construct 2 MW solar collection facilities in the Agricultural Reserve (AR) Zone. Lines 155–156 of ZTA 20-01 state, “The applicant must provide evidence the application was submitted to the Office of Agriculture.”

With respect to the Office of Agriculture’s role in a 2 MW solar collection facility in the AR Zone, lines 171–172 of ZTA 20-01 state, “The Hearing Examiner’s decision must consider the recommendations of the Office of Agriculture.”

After reviewing the documents related to the Conditional Use application #202404, the Office of Agriculture has the following comments:

- The applicant proposes to install 11.88 acres of solar panels on class III soils or higher, on slopes less than 15%, outside of any wetlands and stream buffers, without stripping topsoil, and minimizing grading on-site.
- The applicant proposes to meet the farming or agricultural activity requirement by planting the area underneath the solar panels in a pollinator habitat with an appropriate seed mix during the correct planting season using best practices.

Based on the review of the community solar project documents for CU #202404, the Office of Agriculture supports the Gregg Road Community Solar Project as proposed.

From: lvamazon@aol.com
To: [Casey, Jonathan](#)
Cc: [Pratt, Jamey](#); [Duke, Roberto](#)
Subject: Gregg Road Community Solar project
Date: Tuesday, October 3, 2023 4:17:24 PM

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Hi Jonathan, Jamey said at our last meeting that you wished to be sure that we saw the most recent plans for this when we voted to support. Thank you for that! Our support was based upon the plantings providing screening of the views from the rustic roads. Due to the fact that we have very limited staff support and basically I have been providing all the staff support, and I will be retiring from this job very soon, we needed to find a way to have our views expressed through to the lead planners without putting things into memos and letters that are labor-intensive. Thus, Jamey will be updating you on the positions we take at meetings. (Roberto got surprised by this when he substituted for Jamey.)

Here is what our minutes reflect:

**Community Solar Project CU-202404 along Gregg Road near Zion Road
Alder Energy Development, LLC – Peter Ciferri and Don Zimmerman**

Conditional use application resubmission, solar panels more clustered on less land. Existing hedgerow plus 30-foot landscape buffer said to provide good screening for views from roads. RRAC will provide verbal approval going forward and Planning Department staff will take comments back. Committee approved support for solar project based upon plantings showing screening for views from the rustic roads. Roberto Duke to report to lead planner Jonathan Casey.

Can you send me the one drawing that shows those plantings? I do not have them on my hard drive and I do believe we saw them. Here is what is accurately recorded in our minutes -- would we have been basing our decision on the latest drawing?

THANKS,

Laura

Lenhart Traffic Consulting, Inc.

Transportation Planning & Traffic Engineering

Memorandum:*Date:* August 24, 2023

TO: Mr. Chris Van Alstyne
M-NCPPC
2425 Reddie Drive, 14th Floor
Wheaton, MD 20902

FROM: Nick Driban

RE: Trip Generation Memo/ Traffic Exemption Statement for Gregg Road Community Solar

The purpose of this memo is to provide a Traffic Statement as required in the Montgomery County Growth and Infrastructure Policy. The Growth and Infrastructure Policy establishes the "Local Area Transportation Review (LATR)" Guidelines. These Guidelines are utilized by the Montgomery County Planning Board for the Administration of the Adequate Public Facilities Ordinance.

The project is a proposed solar panel facility located in the southeast quadrant of the intersection of Gregg Rd and Zion Rd. The solar facility will have a maintenance access via an existing driveway on the south side of Gregg Road, approximately 1,000 feet from the Zion Road intersection. A site location map is shown on **Exhibit 1** and a concept site plan is provided with this report.

Lenhart Traffic Consulting has provided similar reports for solar panel facilities in the state of Maryland and has learned that day-to-day operations are similar for most facilities. Based on similar sites as well as consultation with the applicant for this site, the following information regarding trips to/from the site are anticipated:

1. The solar panel equipment has very long warranties (10 plus years in general) and the site will generate little to no routine maintenance activity. The site will be monitored via remote web apps and equipment maintenance is not expected to be required more than three to five times per year.
2. There will be landscaping (grass mowing) activity required on the site to ensure that no vegetation grows up around the solar panels causing a reduction in power generation capabilities. It is anticipated that during the warmer months (late spring through early fall), landscapers will access the site approximately once a month to ensure peak productivity for the site.
3. Other than the solar panel infrastructure, there will be no other structures built on the site and nothing that generates any traffic other than the infrequent maintenance activities as noted above.

Based on the above information, the proposed use will generate an average of zero (0) vehicles per day on a typical day, which correlates to zero (0) person trips on a typical day as well as during each of the peak hours. The LATR Guidelines require an adequacy study for uses generating 50 or more peak hour person trips on a typical day. Since the solar facility is anticipated to generate a negligible amount of traffic, an average of zero (0) person trips on most days of the year, no transportation adequacy test is required.

It should be noted that an existing commercial farm (nursery) currently occupies a portion of the property. The existing use will continue to operate on the property, but there is no planned change in the intensity of this use, in terms of trips to/from the site, as part of this application for the solar farm. This use has been in operation for at least 12 years, which, per LATR Guidelines, means trips from the use are vested

Lenhart Traffic Consulting, Inc.

Transportation Planning & Traffic Engineering

and are not considered in determining the net change in trip generation as part of this application. As such, with respect to this application, the net change in peak hour person trips associated with the existing use is zero (0), since the use is currently operational, has been so for at least 12 years, and will continue to operate as it does today.

Finally, it should be noted that there is likely to be a temporary increase in the intensity of traffic to/from the site during the period of time in which the solar facility is under construction. This is typical of construction for any site, no matter the use, and the intensity of construction traffic is not a determinant in the need, or lack thereof, for a full LATR adequacy study to be required.

Based on all of the available information, presented above, the addition of the proposed solar facility to the subject site will result in a net change of zero (0) peak hour person trips on a typical day, including during each of the peak hours, and, therefore, the proposed use is not subject to a full LATR adequacy study.

If you have any questions regarding this matter, please do not hesitate to contact me at the number below.

Thanks,
Nick



DEPARTMENT OF PERMITTING SERVICES

Marc Elrich
County Executive

Rabbiah Sabbakhan
Director

June 29, 2023

Mr. Tim Longfellow
Gutshick, Little, Weber, P.A.
3909 National Dr.
Burtonsville, MD 20866

Re: Stormwater Management **CONCEPT
RECONFIRMATION** for Gregg Road
Community Solar
SWM Concept #:289189

Dear Mr. Longfellow:

Your request for a stormwater management reconfirmation for the above site has been evaluated. The original approved SWM concept dated June 12, 2023 is hereby reconfirmed. Please adhere to all conditions required as part of that approval.

If you have any questions regarding these actions, please feel free to contact Bill Musico PE at 240-777-6340.

Sincerely,

Mark Etheridge

Mark C. Etheridge, Manager
Water Resources Section
Division of Land Development Services

Cc: SM File #: 289189





**Department of Permitting Services
Fire Department Access and Water Supply Comments**

DATE: 08-Oct-23
TO: Tim Longfellow
Gutschick Little & Weber, PA
FROM: Marie LaBaw
RE: Gregg Road Community Solar
CU202404

PLAN APPROVED

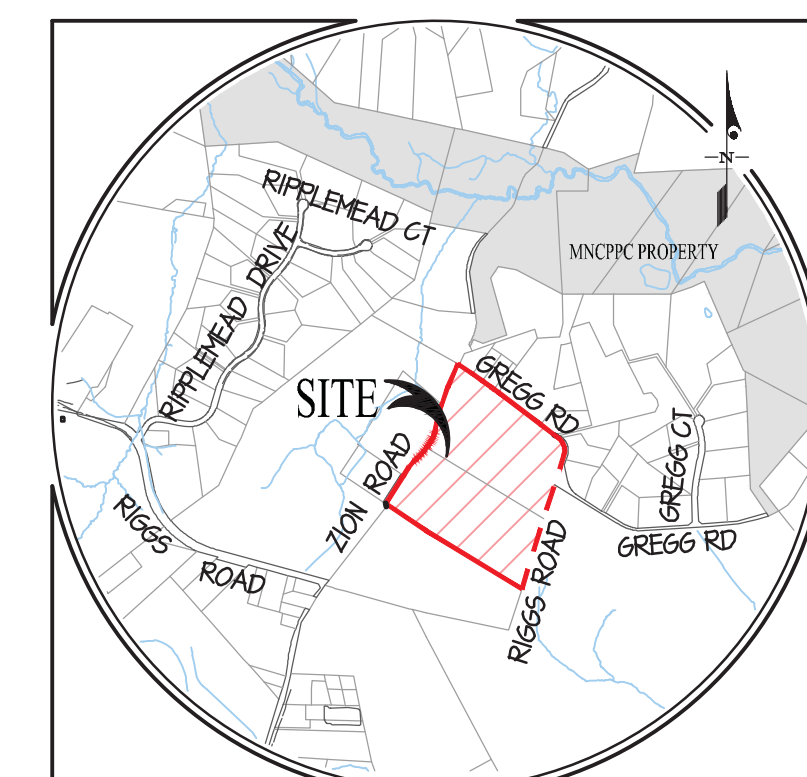
1. Review based only upon information contained on the plan submitted **06-Oct-23** .Review and approval does not cover unsatisfactory installation resulting from errors, omissions, or failure to clearly indicate conditions on this plan.
2. Correction of unsatisfactory installation will be required upon inspection and service of notice of violation to a party responsible for the property.

SITE DATA TABLE

Gross Tract Area:	53.95 Ac.
R/W Dedication:	(+/-) 3.51 Ac.
Area to remain in commercial agricultural production/ use:	(+/-) 37.14 Ac.
Net Tract Area:	(+/-) 12.64 Ac.
Existing Zoning (AR, Agricultural Resource):	
Existing Use (Agriculture (Tree Nursery)):	
Proposed Use (Community Solar Facility & Agriculture (Tree Nursery)):	
Solar Collection System Area:	(+/-) 8.71 Ac.
Conditional Use Area:	(+/-) 12.64 Ac. (Solar Collection Area & Forest Conservation Area)

GENERAL NOTES

1. Applicant: Alder Energy Development, LLC
445 Jessen Lane
Charleston, SC 29442
2. Owner: Gregg Road LLC
PO Box 5126
Laytonsville, MD 20882
3. Site Address: 4434 Gregg Road
Brookeville, MD 20833
4. Tax ID: Parcel I15 (08-0071486)
(Consolidated with Parcel 520)
Deed Book 63574 Page 104
5. 8-Digit Watershed Name: Rocky George Dam
6. 8-Digit Watershed No. 0213107
7. 12-Digit Watershed No. Upper Howling River
8. 12-Digit Watershed Name: 02131070445
9. Watershed Use Class: N-4F
10. Boundary Survey By: GLN 2021
11. Aerial Topography By: McKenzie Snyder 2022
12. Wetland/ Stream Delineation: American Land Concepts (May 2021)
13. Water and Sewer Service Category: Existing: Water Category: W-5
Sewer Category: S-6
14. There are no Floodplains located on or near the site per FEMA Map No. 2409C0205D (Effective date: 4/24/2006)
15. Natural Resources Inventory/Forest Stand Delineation No. 420212540 Approved 10/15/22
16. Part of the Subject Property is located within the Patuxent Primary Management Area.
17. The property is not listed on the Montgomery County locational atlas and index of historic sites.
18. There are no known county champion trees located on or adjacent to the site as per the 2019-2020 publication of champion trees in Montgomery County, Maryland.
19. Trees were field surveyed and measured with a D-tape in the field on May 17, 2021 by Keith Bennett of Gutschick, Little & Heber P.A.
20. There are perennial streams and environmental buffers onsite.
21. The site is not located in a special protection area.
22. The site is located within the boundaries of the Olney Master Plan.
23. The area under the solar facility shall be designated pollinator-friendly under the Maryland pollinator-friendly designation program.
24. The Solar Collection system will be rated at more than 200% of on-site energy use and less than 2 Megawatts (AC).
25. The Solar Collection system is not located on Soils Classified by USDA as Category 1 or Category 2 and is not located in a stream buffer, on wetlands or on slopes equal to or greater than 15%.
26. Grading and any soil removal area to be minimized. Scraping top soil from the site is prohibited.
27. The Solar Collection Facility will be compliant with the requirements of the State's Net Metering Program under Maryland Code Title 3-306, COMAR 20.50.10 And COMAR 20.62.
28. Removal of trees or landscaping otherwise required or attached as a condition of Approval of any plan, Application or Permit for the installation or operation of this Solar Collection Facility is prohibited.
29. Except for pad areas for Transformers and electrical equipment, the use of concrete is prohibited.
30. Landscape screening has been provided that satisfies Section 94.6.5.3.C.8 (Option A) on the sides of the facility within 200' of any neighboring house. (See landscape plan). A 6' tall perimeter fence has been provided.
31. At the time of this Approval, the total land area of Conditional Facilities in the Montgomery County AR-Zone has not exceeded 1000 Acres.
32. An 8' foot tall fence is proposed and allowed within the Building Line Setbacks per Section 6.4.3.C.3.f since the property is farmed and agriculturally assessed.

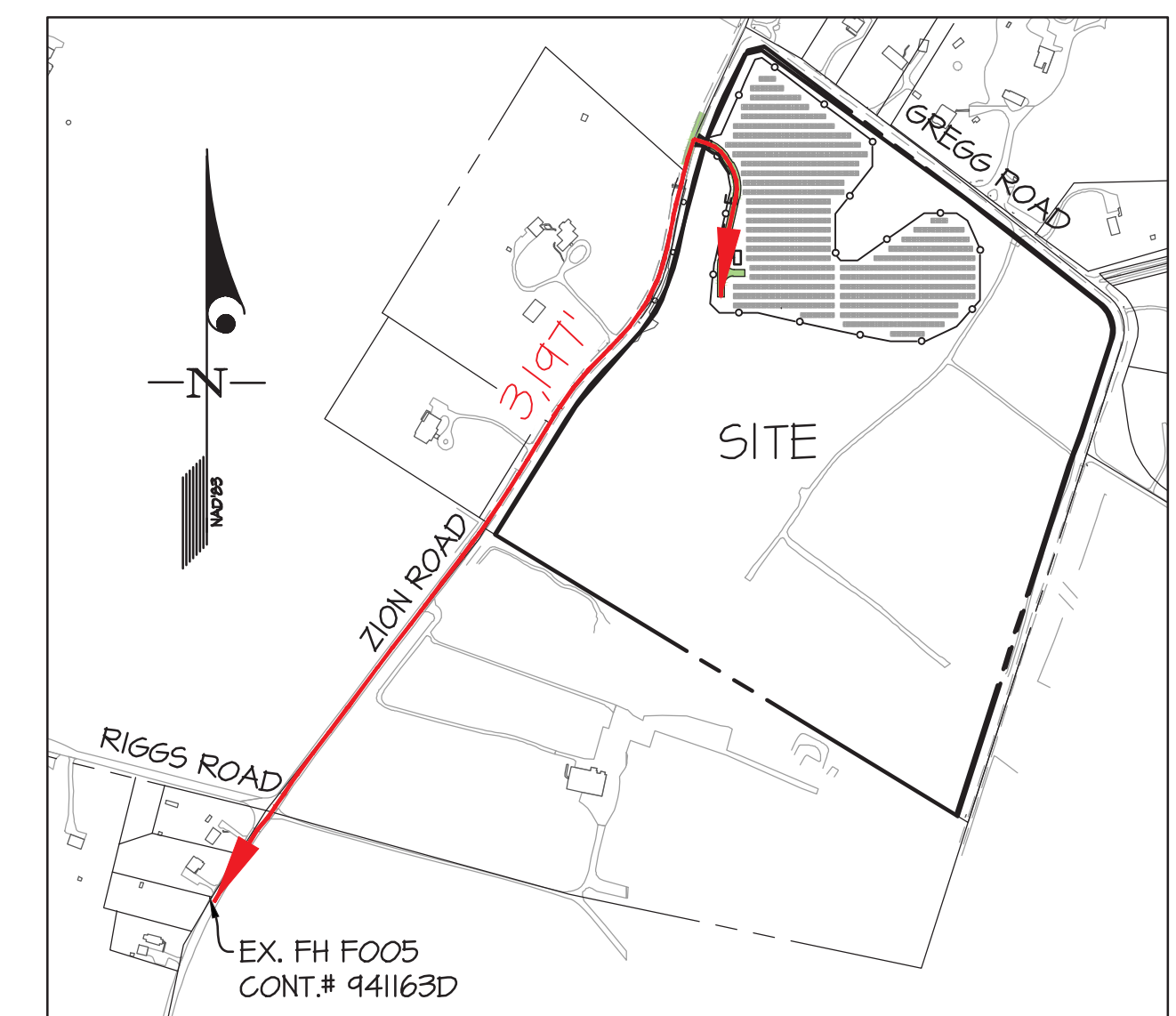


VICINITY MAP
SCALE: 1" = 2,000'

WSSC GRID: 229NW-04 TAX MAP: HV-341

LEGEND

- EX. PROPERTY LINE
- EX. TREE LINE
- EX. CONTOURS
- EX. CURB
- EX. SIDEWALK
- EX. CURB
- EX. ELECTRIC
- EX. EXISTING OVERHEAD WIRE
- EX. GAS
- EX. SAN
- EX. WATER
- EX. STORM DRAIN
- EX. FENCE
- EX. STREAM BUFFER
- EX. STREAM
- EX. WETLANDS
- EX. WETLAND BUFFER
- EX. WETLAND BUFFER
- PATUXENT PRIMARY MANAGEMENT AREA
- SOIL DELINEATION
- SLOPES 15% OR GREATER
- EX. GRAVEL
- EX. BUILDINGS/ STRUCTURE
- EX. UTILITY POLE
- EX. LIGHT
- PROP. SOLAR MODULE
- PROP. FIRE ACCESS ROUTE
- ▲ MAIN ENTRANCE DOOR
- FIRE HYDRANT
- PROP. TURNING RADIUS
- PROP. ACCESS PAVEMENT WIDTH (CURB TO CURB)



FIRE HYDRANT LOCATION MAP
SCALE: 1"=500'

FIRE CODE ENFORCEMENT

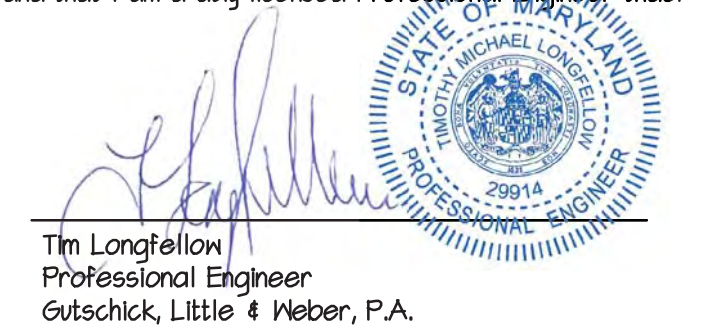
Fire Department Access Review
Review based only upon information contained on this plan. Does not cover unsatisfactory layout resulting from omissions, errors or failure to clearly indicate conditions on this plan. Correction of such unsatisfactory layout to afford required access will be required if found upon inspection after installation.
BY: SMC PM: 43 DATE: 10/8/2023

PROFESSIONAL CERTIFICATION

I hereby certify that to the best of my knowledge, information and the belief that the plan shown hereon is true and correct; has been prepared in accordance with the Subdivision Regulations of Montgomery County, Maryland and the boundary has been field surveyed. I hereby certify that these plans were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland.

License No.: 24414
Expiration Date: January 20, 2024

10/06/2023
Date



Tim Longfellow
Professional Engineer
Gutschick, Little & Heber, P.A.
Conditional Use Plan No. CU202404



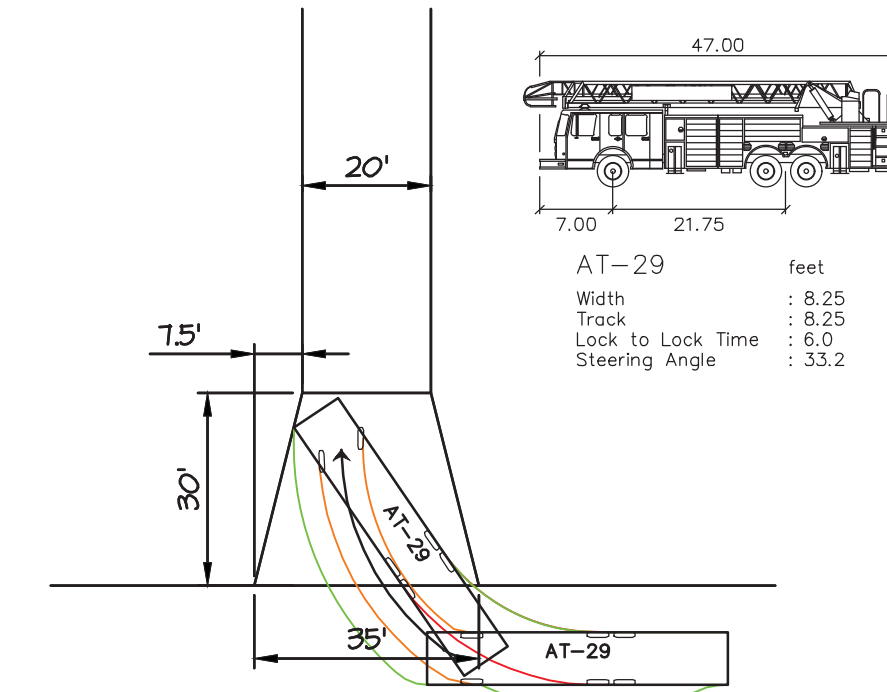
Prop. Asphalt Access Apron
• See Detail I, this sheet for layout.
• Shall be certified for minimum MCDOT tertiary road load bearing capacity, at time of construction by Geotech.

Approximate location of connection to existing medium voltage line.

PROPOSED GATES:
• Knock Box to be located outside of gate.
• (2) 10' wide X 7' tall tube gates with woven wire fencing attached to gate.
• Gates mounted to wooden fence posts with 3" footer and set in concrete.

Prop. Asphalt Driveway for access to Solar Modules & equipment shall be certified for minimum MCDOT tertiary road load bearing capacity, at time of construction by Geotech.

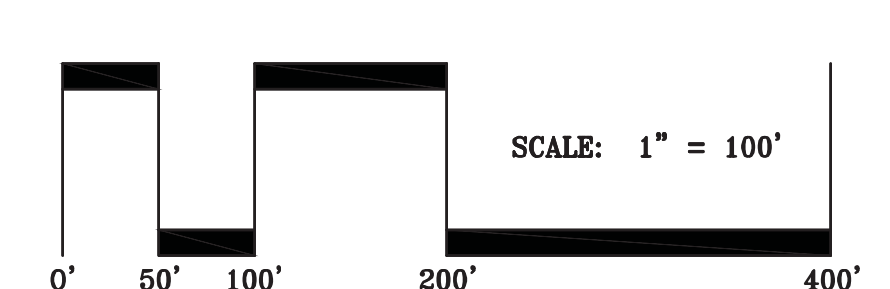
Approximate location medium voltage line from Transformer to existing medium voltage line along Zon Road



I FIRE ACCESS APRON TURNING RADIUS DETAIL
SCALE: 1"=30'

GLW
PLANNING | ENGINEERING | SURVEYING
3809 NATIONAL DRIVE | SUITE 250 | BURTONSVILLE, MD 20896 | GLWPA.COM
PHONE: 301-421-4024 | BALT: 410-880-1850 | DC/VA: 301-489-2524 | FAX: 301-421-4188

DESIGNED BY:	KAB				
DRAWN BY:	KAB				
CHECKED BY:	KAF				
DATE:		REVISION:		BY:	APPR:



PREPARED FOR:
Alder Energy Development, LLC.
495 Jessen Lane
Charleston, SC 29492
Donald R. Zimmerman
843.388.5493

SCALE:	ZONING:
AS SHOWN	AR
DATE:	TAX MAP - GRID
OCT. 2023	HV-341

FIRE ACCESS PLAN
GREGG ROAD COMMUNITY SOLAR
PARCEL I15
GREGG RD, LLC "DEED OF CONSOLIDATION"
BL. 63574 Pg 184
OLNEY ELECTION DISTRICT No. 08
MONTGOMERY COUNTY, MARYLAND

G. L. W. FILE No.
21036
SHEET
1 OF 1