

BOARD OF APPEALS

January 17, 2024

County Administration Building, 100 W. Washington St., Meeting Room 2000, Hagerstown, at 6:00 p.m.

AGENDA

AP2023-051: An appeal was filed by Jair Barr requesting for a special exception to establish a banquet/reception facility use on the property and a variance from the durable dustless/paved parking requirement on property owned by the appellant and located at 20921 Fish Hatchery Road, Hagerstown, Zoned Environmental Conservation District. - **GRANTED**

AP2023-052: An appeal was filed by Mark Oliver for a variance from the required lot area of 7,500 sq. ft. for semi-detached dwellings to 7,040 sq. ft. for proposed lot 63-A for future subdivision of the current two-family dwelling into semi-detached dwellings on property owned by the appellant and located at 16712 & 16714 Custer Court, Williamsport, Zoned Residential Transition. - **GRANTED**

AP2023-053: An appeal was filed by Centennial Generating Company LLC for a special exception to establish a Solar Energy Generating System (SEGS) located on a carport to be installed in the existing parking lot. Variance from the required lot size minimum of 20 acres in size for a SEGS system to 19.69 acres. Variance from the required 1,000 ft. setback for the use from any Residential District and from any exiting residential use on a separate lot to 60 ft., 150 ft., 410 ft., and 415 ft. and a variance from the required 50 ft. front yard setback to 7.5 ft. and 25 ft. on property owned by K & S Longmeadow LLC and located at 19224 Longmeadow Road, Hagerstown, Zoned Industrial General. - **DENIED**

Pursuant to the Maryland Open Meetings Law, notice is hereby given that the deliberations of the Board of Zoning Appeals are open to the public. Furthermore, the Board, at its discretion, may render a decision as to some or all of the cases at the hearing described above or at a subsequent hearing, the date and time of which will be announced prior to the conclusion of the public hearing. Individuals requiring special accommodations are requested to contact Katie Rathvon at 240-313-2464 Voice, 240-313-2130 Voice/TDD no later than January 8, 2024. Any person desiring a stenographic transcript shall be responsible for supplying a competent stenographer.

The Board of Appeals reserves the right to vary the order in which the cases are called. Please take note of the Amended Rules of Procedure (Adopted July 5, 2006), Public Hearing, Section 4(d) which states:

Applicants shall have ten (10) minutes in which to present their request and may, upon request to and permission of the Board, receive an additional twenty (20) minutes for their presentation. Following the Applicant’s case in chief, other individuals may receive three (3) minutes to testify, except in the circumstance where an individual is representing a group, in which case said individual shall be given eight (8) minutes to testify.

Those Applicants requesting the additional twenty (20) minutes shall have their case automatically moved to the end of the docket.

For extraordinary cause, the Board may extend any time period set forth herein, or otherwise modify or suspend these Rules, to uphold the spirit of the Ordinance and to do substantial justice.

Jay Miller, Chairman

Board of Zoning Appeals



WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P:240.313.2430 | F:240.313.2431 | Hearing Impaired: 7-1-1

ZONING APPEAL

Property Owner: Jair Barr
20921 Fish Hatchery Road
Hagerstown MD 21740

Docket No: AP2023-051
Tax ID No: 16000655
Zoning: EC
RB Overlay: No
Zoning Overlay:
Filed Date: 12/11/2023
Hearing Date: 01/17/2024

Appellant: Jair Barr
20921 Fish Hatchery Road
Hagerstown MD 21740

Property Location: 20921 Fish Hatchery Road
Hagerstown, MD 21740

Description Of Appeal: Special exception to establish a banquet/reception facility use on the property and a variance from the durable dustless/paved parking requirement.

Appellant's Legal Interest In Above Property: Owner: Yes
Contract to Rent/Lease: No
Lessee: No
Contract to Purchase: No
Other:

Previous Petition/Appeal Docket No(s):

Applicable Ordinance Sections: Washington County Zoning Ordinance Sections 5B.2, Table 3.3 (1) (B), and 22.12 (f) iv

Reason For Hardship: Paved parking would be inconsistent with the agricultural feel and not cost effective.

If Appeal of Ruling, Date Of Ruling:

Ruling Official/Agency:

Existing Use: Residential & Agricultural Uses
Proposed Use: Banquet/Reception Facility

Previous Use Ceased For At Least 6 Months:
Date Ceased:

Area Devoted To Non-Conforming Use - Existing:
Proposed:

I hereby affirm that all of the statements and information contained in or filed with this appeal are true and correct.

[Handwritten Signature]
Appellant Signature

State Of Maryland, Washington County to-wit:

Sworn and subscribed before me this 11 day of December, 2023.

My Commission Expires
Rathvon B Rathvon
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 07, 2025

[Handwritten Signature]
Notary Public
[Notary Seal]



WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P:240.313.2430 | F:240.313.2431 | Hearing Impaired: 7-1-1

AFFIDAVIT IN COMPLIANCE WITH SECTION 25.51(C)

Docket No: AP2023-051

State of Maryland Washington County, To Wit:

On 12/11/2023, before me the subscriber, a Notary of the public of the State and County aforesaid, personally appeared Jair Barr and made oath in due form of law as follows:

Jair Barr will post the zoning notice sign(s) given to me by the Zoning Administrator in accordance with Section 25.51 (c) of the Washington County Zoning Ordinance for the above captioned Board of Appeals case, scheduled for public hearing on 01/17/2024, and that said sign(s) will be erected on the subject property in accordance with the required distances and positioning as set out in the attached posting instructions.

Sign(s) will be posted on 01/02/2024 and will remain until after the above hearing date.

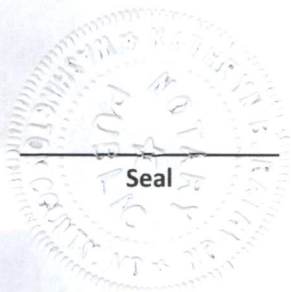
Jair Barr

Sworn and subscribed before me the day and year first above written.

Notary Public

Kathryn B Rathvon
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 07, 2025

My Commission Expires



Seal



WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P:240.313.2430 | F:240.313.2431 | Hearing Impaired: 7-1-1

BOARD OF ZONING APPEALS

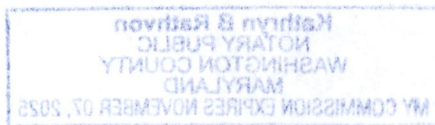
ATTENTION!

Posting Instructions

The premises **MUST** be posted in accordance with the following rules:

1. The sign must be posted a minimum of fourteen (14) days prior to the public hearing
Section 25.51(c) Property upon which the application or appeal is concerned shall be posted conspicuously by a zoning notice no less in size than twenty-two (22) inches by twenty-eight (28) inches at least fourteen (14) days before the date of the hearing.
2. The sign must be placed on the property within ten (10) feet of the property line which abuts the most traveled public road.
3. The sign must be posted in a conspicuous manner not over six (6) feet above the ground level, and affixed to a sturdy frame where it will be clearly visible and legible to the public.
4. The sign shall be maintained at all times by the applicant until after the public hearing. If a new sign is needed or required, please contact the Plan Review Department at 240-313-2460.
5. An affidavit certifying the property will be posted for the minimum of fourteen (14) days prior to the public hearing date.

Proper posting of the sign will be spot checked by the Zoning Inspector. IF SIGN IS NOT IN COMPLIANCE, IT MAY RESULT IN RESCHEDULING OF THE HEARING.





BUSINESS PLAN

DECEMBER 2023

Jair E. Barr

Owner

Fins and Feathers on Beaver Creek, LLC

20921 Fish Hatchery Road

Hagerstown, MD 21740

301-573-0503

jbarr@myactv.net

CONFIDENTIAL

This document includes confidential and proprietary information of and regarding Fins and Feathers on Beaver Creek, LLC. This document is provided for informational purposes only. You may not use this document except for informational purposes, and you may not reproduce this document in whole or in part or divulge any of its contents without the prior written consent of Fins and Feathers on Beaver Creek, LLC.

By accepting this document, you agree to be bound by these restrictions and limitations.

We will provide a fully renovated and updated rustic event space consisting of the lower level of the barn, patio, and outside grounds. Fins and Feathers on Beaver Creek will also offer event planning and coordination, as well as catering services.

The Fins and Feathers on Beaver Creek, LLC plans to operate as a seasonal business from April to November.

II. BUSINESS SUMMARY

Stage 1 of our business plan we intend to open the lower level of the barn that can accommodate up to forty-nine people. This space will have a catering kitchen, and two handicapped ADA restrooms (completed within 18-24 months), a storage area and a space for serving food. Until the restrooms are completed rest room trailers will be available for guests which include water, heat or AC, generator and dumping tanks. The rental company sets them up and picks them up after the event. The furnished room will have a view of the meadow and creek. An outside patio is available and can be used as a multi-use area for events.

The barn does not have heating or air conditioning but has adequate lighting and electricity and lighting fixtures. A staircase will be built to go from the upstairs barn area to the lower level. The upstairs barn area is currently being used for storage.

All events will be required to be over by 9 PM Sunday evening or weekdays. On Fridays and Saturdays, events will be over by 10 PM.

The property will have two ADA handicapped parking places with an additional fifty-four parking places near the barn. Walkways will be built to allow easier access to the downstairs room and patio. Frederick, Seibert & Associates completed a site plan.

Stage 2 of our business plan is to use the upstairs barn area for larger groups not to exceed ninety-nine people. Handicapped ADA bathrooms, a catering kitchen, and storage area will be built to accommodate the events. Our Stage 2 plan is to be completed in 3-5 years.

Stage 3 of our business plan is to renovate the farmhouse and surrounding area to be used for events. We anticipate this will be completed within 5-7 years.

III. MARKET SUMMARY

The following industry statistics bode well for Fin and Feathers on Beaver Creek.

The wedding industry has experienced a slight decrease in per capita disposable income for couples to have large weddings. Some trends are smaller weddings, a more intimate setting. The wedding industry is expected to generate \$64 billion in the U.S. Businesses

are looking for unique places for corporate functions, workshops, and group training. Locally, the growing population in the Tri-State area and lower cost of living than the larger cities afford opportunities for our company's venues. This provides us with a market for traditional and non-traditional weddings and group gatherings.

Competition

Secondary competitors are event venues in the Tri-state area including historic mansions, craft breweries, and a handful of boutique hotels. Third, we compete locally with companies that offer venues to cater to smaller events, Wedding Niche, Sunrise Family Farm and ZigBone Farm Retreat for indoor/outdoor combo weddings and other events.

Sales and Marketing

We are looking to host three to five events a month during the peak wedding season and warmer weather from April through November.

Leveraging our unique, picture-perfect venue and customer service-focused guest services, we will appeal to unmarried wedding guests who want a similar experience. We also plan to use visual-oriented social media channels like Pinterest, Instagram, Facebook, and Twitter to grow our presence organically. In combination with a vigorous content marketing effort via our plan to use our website with online advertising on Google and YouTube, and banner advertising on media outlets. We have hired an independent marketing company to assist with marketing strategies.

Organizational Structure

Owner Jair E. Barr, with Julie Barr Strasburg serving as Manager will coordinate all events and vendor partnerships. Jacqueline Kelley, Operating Manager, will work the day of the events.

Finances

The Barrs own their facilities outright and have savings appropriated to begin renovations at the beginning of 2024 and operations during the Spring of 2024. Fins and Feathers on Beaver Creek, LLC is uniquely positioned, with its fixed costs and low overhead, to reach \$ 100,000 in revenue by Year 3 with a 75% gross margin.

Business Goals

The leadership team is currently cementing partnerships with vendors and businesses. Our Marketing company has developed current and long-term marketing strategies. Facility upgrades have been designed and will be complete by April 2024, with plans for purchasing tables, chairs, linens, and other equipment in spring 2024. A photographer has been hired to shoot the facilities in May 2024 with actors for use in marketing efforts

which will begin June 2024. We will book events in the fall of 2024, with positive cash flow realized the following summer.

During 2024 we would like to book forty events including small weddings, receptions, workshops, parties, family gatherings, and training events.

Conclusion

The Barr Farm has been a place where people have attended reunions, parties, weddings, receptions, non-profit fundraisers, and family events for over sixty-five years. The current generation and the next generation want to utilize the idyllic farm and surrounding facilities to bring together others who want to experience the beautiful farm built about 1813 with farmland and trees and a beautiful setting to make lasting memories.

(a) The number of people residing or working in the immediate area concerned.

This is a farm area with very little traffic on this road. There is an apartment building with three units housing four people. The Albert Powell Trout Hatchery, DNR is the neighboring property. Approximately ten-twelve people are employed with the Fish Hatchery.

(b) The orderly growth of a community.

There will be some increase in traffic during scheduled events. There will not be any loud noise that will be heard by the neighbors. Mr. Barr owns the apartment building and land adjacent to the farm.

(c) Traffic conditions and facilities.

This venue will not impede traffic on Route 66. There are pull over areas assigned on the road leading up to the barn.

(d) The effect of such use upon the peaceful enjoyment of people in their homes.

This venue will have little, if no effect, on people living in their homes.

(e) The conservation of property values.

This business may influence home values in the area. We are improving the value of the barn and facilities around the property. Landscaping and long-term renovations to the farm house will increase its value. The events will be kept quiet and adequate parking provided. The Albert Powell Trout Hatchery provides a house for the manager of the hatchery and the apartment building is owned by Mr. Barr who owns the farm.

(f) The effect of odors, dust, gas, smoke, fumes, vibrations, glare, or noise on the surrounding property values.

Our business will not affect any of these things.

(g) The most appropriate use of land structure.

Providing an event space on this property is an appropriate use for this barn due to its size and location as specified by the site plan.

(h) Decision of the Courts.

N/A

(i) The purpose of these regulations as set forth herein.

N/A

(j) Type of structures in the vicinity where public gatherings may be held, such as schools, churches, and the like.

The Albert Powell Trout Hatchery is open to the public on weekdays from 9AM – 3:30PM. Closed Saturday and Sunday. The venues at the Farm would primarily be during the weekends and during evening hours. It would not interfere with traffic going to the hatchery.

VARIANCE

DURABLE DUSTLESS/PAVED PARKING REQUIREMENTS

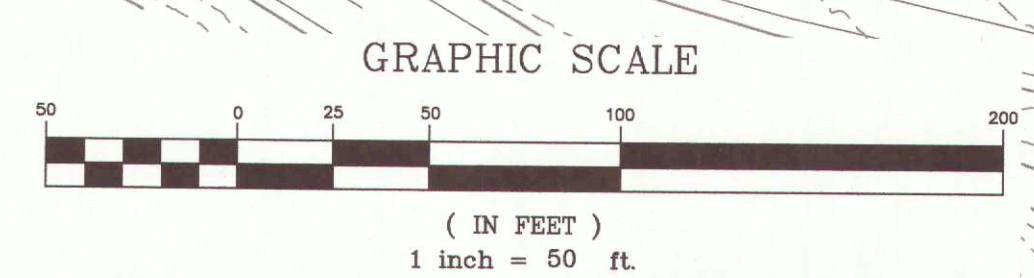
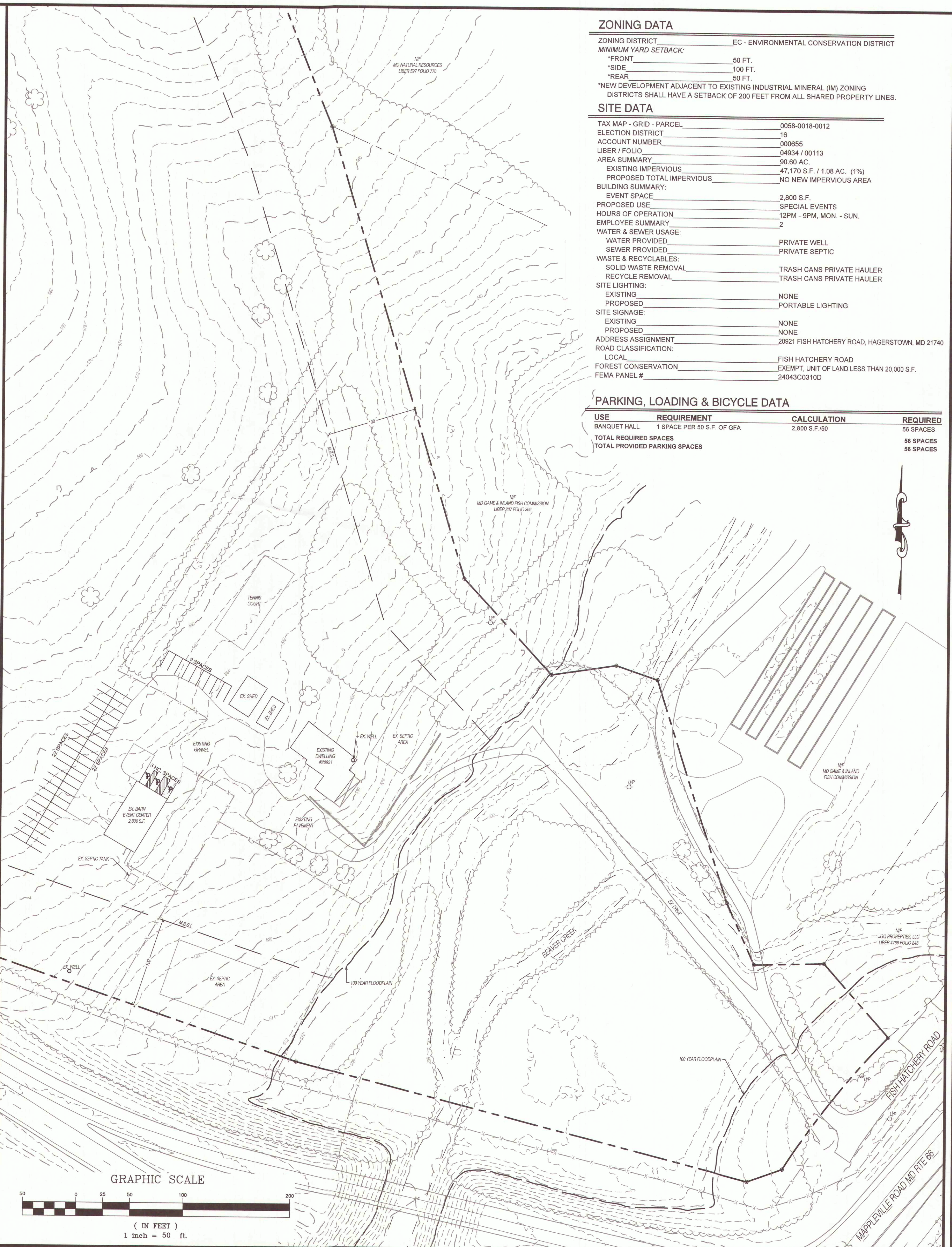
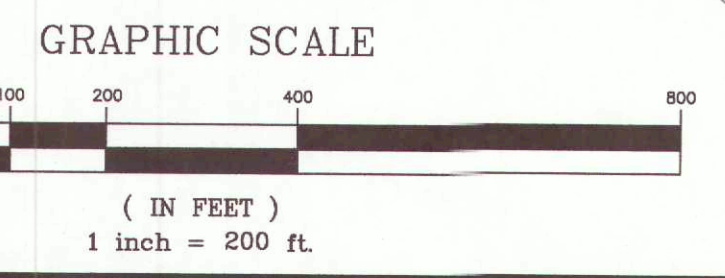
The applicant is requesting a variance from the durable dustless/paved parking requirements for his property located at 20921 Fish Hatchery Road, Hagerstown, MD 21740. To preserve the aesthetic appearance of the existing barn and surrounding area, the applicant is requesting variance from the requirement that the parking areas (except handicap parking) be paved.

There are other reasons for the request of the variance.

1. Inconsistency of agricultural uses.
2. When the property is not in use for gatherings, cows use the area to feed on grass.
3. The creek running through the Barr farm is part of the Chesapeake Bay watershed and all that work was done years ago to improve the water quality of the creek. Pavement creates storm water runoff and will drain into the creek polluting the water.
4. The cost to pave and maintain fifty-six parking places is prohibitive for a small company that uses the property several times a week.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	840.55'	189.55'	189.23'	S 89°34'48" W	11°32'50"

LINE	BEARING	DISTANCE
L1	S 76°32'07" W	42.03'
L2	N 54°42'55" W	88.45'
L3	N 86°39'42" E	129.30'
L4	S 71°32'59" W	26.67'
L5	S 42°33'19" E	145.22'
L6	N 81°31'51" E	73.37'
L7	S 71°05'38" E	49.08'
L8	S 24°19'59" E	75.59'
L9	N 68°35'10" E	78.89'
L10	S 47°48'59" E	139.31'



ZONING DATA

ZONING DISTRICT: EC - ENVIRONMENTAL CONSERVATION DISTRICT
 MINIMUM YARD SETBACK:
 *FRONT: 50 FT.
 *SIDE: 100 FT.
 *REAR: 50 FT.
 *NEW DEVELOPMENT ADJACENT TO EXISTING INDUSTRIAL MINERAL (IM) ZONING DISTRICTS SHALL HAVE A SETBACK OF 200 FEET FROM ALL SHARED PROPERTY LINES.

SITE DATA

TAX MAP - GRID - PARCEL	0058-0018-0012
ELECTION DISTRICT	16
ACCOUNT NUMBER	000655
LIBER / FOLIO	04934 / 00113
AREA SUMMARY	90.80 AC.
EXISTING IMPERVIOUS	47,170 S.F. / 1.08 AC. (1%)
PROPOSED TOTAL IMPERVIOUS	NO NEW IMPERVIOUS AREA
BUILDING SUMMARY:	
EVENT SPACE	2,800 S.F.
PROPOSED USE	SPECIAL EVENTS
HOURS OF OPERATION	12PM - 9PM, MON. - SUN.
EMPLOYEES SUMMARY	2
WATER & SEWER USAGE:	
WATER PROVIDED	PRIVATE WELL
SEWER PROVIDED	PRIVATE SEPTIC
WASTE & RECYCLABLES:	
SOLID WASTE REMOVAL	TRASH CANS PRIVATE HAULER
RECYCLE REMOVAL	TRASH CANS PRIVATE HAULER
SITE LIGHTING:	
EXISTING	NONE
PROPOSED	PORTABLE LIGHTING
SITE SIGNAGE:	
EXISTING	NONE
PROPOSED	NONE
ADDRESS ASSIGNMENT	20921 FISH HATCHERY ROAD, HAGERSTOWN, MD 21740
ROAD CLASSIFICATION:	
LOCAL	FISH HATCHERY ROAD
FOREST CONSERVATION	EXEMPT, UNIT OF LAND LESS THAN 20,000 S.F.
FEMA PANEL #	24043C0310D

PARKING, LOADING & BICYCLE DATA

USE	REQUIREMENT	CALCULATION	REQUIRED
BANQUET HALL	1 SPACE PER 50 S.F. OF GFA	2,800 S.F./50	56 SPACES
TOTAL REQUIRED SPACES			56 SPACES
TOTAL PROVIDED PARKING SPACES			56 SPACES

FSA&C
 CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS AND PLANNERS
 © 2023
 FREDERICK SEIBERT & ASSOCIATES, INC.
 188 SOUTH POTOMAC STREET, SUITE 100
 HAGERSTOWN, MD 21740
 PHONE: 410.326.3800 FAX: 410.326.3801
 WWW.FSA-INC.COM

DATE	REVISION

JAIR BARR
 PROJECT ARCHITECT
 NORTH OF INTERSTATE 70 AND WEST OF MAPPLEVILLE ROAD MD ROUTE 66
 WASHINGTON COUNTY, MARYLAND
 JAB BARR
 501 MARYLAND AVE HAGERSTOWN, MD 21740
 (301) 575-5003

PROJECT NO.	2023-0333
DWN BY	DWH
DATE	11-15-2023
PROJECT MANAGER	ADAM HAGER
EMAIL	AHAGER@FSA-INC.COM
TAX MAP-GRID-PARCEL	0058-0018-0012
SCALE	VARIES
SHEET TITLE	

**BEFORE THE BOARD OF APPEALS
FOR WASHINGTON COUNTY, MARYLAND**

JAIR BARR

Appellant

*

*

Appeal No.: AP2023-051

*

* * * * *

OPINION

Jair Barr (hereinafter “Appellant”) requests a special exception to establish a banquet/reception facility use and a variance from the durable dustless/paved parking requirement at the subject property. The subject property is located at 20291 Fish Hatchery Road, Hagerstown, Maryland and is zoned Environmental Conservation. The Board held a public hearing on the matter on January 17, 2024.

Findings of Fact

Based upon the testimony given, all information and evidence presented, and upon a study of the specific property involved and the neighborhood in which it is located, the Board makes the following findings of fact:

1. Appellant is the owner of the subject property located at 20291 Fish Hatchery Road, Hagerstown, Maryland. The subject property is zoned Environmental Conservation.
2. The subject property is known as the Barr Farm.
3. The subject property consists of approximately 90.60 acres improved by a dwelling and an existing barn, as well as various outbuildings and a tennis court. The property is bounded to the east by land owned by the State of Maryland and to the west by property owned by David and Kendra Martin. Much of the property is meadow and crop fields.
4. The subject property also contains a creek that feeds into the Chesapeake

Bay watershed.

5. Appellant has created a new business called Fins and Feathers on Beaver Creek, LLC to specialize in retreats, workshops, company meetings, small weddings, receptions and family events.

6. Appellant proposes to host events in the existing refurbished 100-year-old barn. Initially, events would occur on the lower level, but the long-term goal is to expand.

7. The lower level of the barn can accommodate events for up to forty-nine (49) guests. The planned expansion would increase that capacity to one hundred (100) guests.

8. Events at the subject property would end between 9:00 and 10:00 p.m., and all music would remain inside the building.

9. Appellant proposes to use the grass pasture closest to the Interstate for parking during events. There will be gravel around the barn and a gravel drive to the existing buildings from the road.

10. Most events will take place on the weekends.

11. There was no opposition presented to this appeal.

Rationale

Special Exception

The Board has authority to grant a special exception pursuant to Section 25.2(b) of the Zoning Ordinance for Washington County, Maryland. A special exception is defined as “a grant of a specific use that would not be appropriate generally or without restriction; and shall be based upon a finding that the use conforms to the plan and is compatible with the existing neighborhood.” Article 28A. In addition, Section 25.6 sets forth the limitations, guides, and standards in exercise of the board’s duties and provides:

Where in these regulations certain powers are conferred upon the Board or the approval of the Board is required before a permit may be issued, or the Board is called upon to decide certain issues, the Board shall study the specific property involved, as well as the neighborhood, and consider all testimony and data submitted, and shall hear any person desiring to speak for or against the issuance of the permit. However, the application for a permit shall not be approved where the Board finds the proposed building, addition, extension of building or use, sign, use or change of use would adversely affect the public health, safety, security, morals or general welfare, or would result in dangerous traffic conditions, or would jeopardize the lives or property of people living in the neighborhood. In deciding such matters, the Board shall consider any other information germane to the case and shall give consideration to the following, as applicable:

- (a) The number of people residing or working in the immediate area concerned.
- (b) The orderly growth of a community.
- (c) Traffic conditions and facilities
- (d) The effect of such use upon the peaceful enjoyment of people in their homes.
- (e) The conservation of property values.
- (f) The effect of odors, dust, gas, smoke, fumes, vibrations, glare and noise upon the use of surrounding property values.
- (g) The most appropriate use of the land and structure.
- (h) Decision of the courts.
- (i) The purpose of these regulations as set forth herein.
- (j) Type and kind of structures in the vicinity where public gatherings may be held, such as schools, churches, and the like.

The Board finds no cause for concern with respect to the number of people residing or working in the area, traffic conditions, nearby public gatherings or the conservation of property values. The property is not particularly close to any residences or other buildings and the proposed activities will primarily be contained within the existing barn. There is no evidence of any odors, dust, gas, smoke, fumes, vibrations, glare or noise upon the surrounding properties. Appellant testified that the plan is to keep speakers and music inside the barn, further limiting its reach to surrounding areas. Moreover, the use will operate mostly on weekends and Appellant has proposed reasonable hours of operation.

Appellant's business plan and proposal were well-crafted and tailored to highlight the natural characteristics of the subject property. It will promote investment in the natural agricultural aspects of the County and support the mission to make it a

destination for visitors. In this respect, the proposed use is both an appropriate use of the land and consistent with the spirit of the Ordinance. The Board finds that the proposed use at the subject property will have no greater “adverse effects above and beyond those inherently associated with such a special exception use irrespective of its location within the zone.” *Schultz v. Pritts*, 291 Md. 1, 15 (1981). For all these reasons, we conclude that this appeal meets the criteria for a special exception and therefore should be granted.

Variance

The Board has authority to grant a variance upon a showing of practical difficulty or undue hardship. §§ 25.2(c) and 25.56.¹ “Practical Difficulty” may be found by the Board when: (1) strict compliance would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome; and (2) denying the variance would do substantial injustice to the applicant and a lesser relaxation than that applied for would not give substantial relief; and (3) granting the variance would observe the spirit of the Ordinance and secure public safety and welfare. § 25.56(A).

Practical difficulty and undue hardship are the result of a property being unique. “‘Uniqueness’ of a property for zoning purposes requires that the subject property have an inherent characteristic not shared by other properties in the area, i.e., its shape, topography, subsurface condition, environmental factors, historical significance, access or non-access to navigable waters, practical restrictions imposed by abutting properties (such as obstructions) or other similar restrictions.” *North v. St. Mary’s Cnty.*, 99 Md. App. 502, 514 (1994.)

¹ “When the terms unnecessary hardship (or one of its synonyms) and practical difficulties are framed in the disjunctive (“or”), Maryland courts generally have applied the more restrictive hardship standard to use variances, while applying the less restrictive practical difficulties standard to area variances because use variances are viewed as more drastic departures from zoning requirements.” *Belvoir Farms Homeowners Ass’n, Inc. v. North*, 355 Md. 259, 276 n.10 (1999) (citations omitted).

Section 22.12(b) of the Zoning Ordinance requires one (1) parking space for every 50 square feet of gross floor area for the proposed use. Appellant has requested that this requirement not be imposed on the proposed banquet/reception facility. Appellant testified that paving or installing a dustless surface would destroy the natural characteristics of the property and would be detrimental to the agricultural operations as well. The Board tends to agree that paving or installing a dustless surface would be significantly burdensome to Appellant and frustrate the intention to maintain the inherent nature of the property. Strict adherence to the requirements of the Zoning Ordinance would result in practical difficulty for Appellant. Under the circumstances, the Board finds that Appellant has satisfied the criteria for variance relief and the request should be granted.

Accordingly, the request for a special exception to establish a banquet/reception facility use at the subject property is hereby GRANTED, by a vote of 5 to 0. The request for a variance from the durable dustless/paved parking requirement at the subject property is hereby GRANTED, by a vote of 5 to 0. Both the special exception and variance requests are granted with the standard condition that the use be consistent with the testimony and evidence presented to the Board.

BOARD OF APPEALS

By: Jay Miller, Chair

Date Issued: February 16, 2024

Notice of Appeal Rights

Any party aggrieved by a final order of the Authority in a contested case, whether such decision is affirmative or negative in form, is entitled to file a petition for judicial review of that order to the Circuit Court for Washington County within thirty (30) days of the date of the order.



WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P:240.313.2430 | F:240.313.2431 | Hearing Impaired: 7-1-1

ZONING APPEAL

Property Owner: Mark Oliver
10807 Hershey Drive
Williamsport MD 21795
Appellant: Mark Oliver
10807 Hershey Drive
Williamsport MD 21795
Property Location: 16714 & 16712 Custer Court
Williamsport, MD 21795
Description Of Appeal: Variance from the required lot area of 7,500 sq. ft. for semi-detached dwelling to 7,040 sq. ft. for proposed lot 63-A for future subdivision of the current two-family dwelling into semi-detached dwellings.
Docket No: AP2023-052
Tax ID No: 26043166
Zoning: RT
RB Overlay: No
Zoning Overlay:
Filed Date: 12/14/2023
Hearing Date: 01/17/2024

Appellant's Legal Interest In Above Property: Owner: Yes
Contract to Rent/Lease: No
Lessee: No
Contract to Purchase: No
Other:

Previous Petition/Appeal Docket No(s):

Applicable Ordinance Sections: Washington County Zoning Ordinance Section 7A.5(a)

Reason For Hardship: Lot area established under previous zoning district during the subdivision process did not make lot area large enough for even split.

If Appeal of Ruling, Date Of Ruling:

Ruling Official/Agency:

Existing Use: Two-family Dwelling Proposed Use: Semit-Detached Dwellings

Previous Use Ceased For At Least 6 Months: Date Ceased:

Area Devoted To Non-Conforming Use - Existing: Proposed:

I hereby affirm that all of the statements and information contained in or filed with this appeal are true and correct.

[Handwritten signature]

Appellant Signature

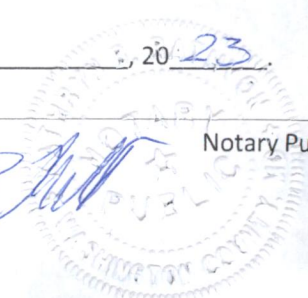
State Of Maryland, Washington County to-wit:

Sworn and subscribed before me this 14 day of Dec, 2023.

Kathryn B Rathvon
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 07, 2025

[Handwritten signature]

Notary Public





WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P:240.313.2430 | F:240.313.2431 | Hearing Impaired: 7-1-1

AFFIDAVIT IN COMPLIANCE WITH SECTION 25.51(C)

Docket No: AP2023-052

State of Maryland Washington County, To Wit:

On 12/14/2023, before me the subscriber, a Notary of the public of the State and County aforesaid, personally appeared Mark Oliver and made oath in due form of law as follows:

Mark Oliver will post the zoning notice sign(s) given to me by the Zoning Administrator in accordance with Section 25.51(c) of the Washington County Zoning Ordinance for the above captioned Board of Appeals case, scheduled for public hearing on 01/17/2024, and that said sign(s) will be erected on the subject property in accordance with the required distances and positioning as set out in the attached posting instructions.

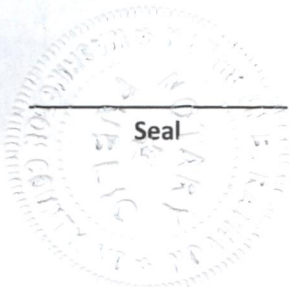
Sign(s) will be posted on 01/02/2024 and will remain until after the above hearing date.

Mark Oliver

Sworn and subscribed before me the day and year first above written.

Kathryn B Rathvon
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 07, 2025

Notary Public



My Commission Expires



BOARD OF ZONING APPEALS

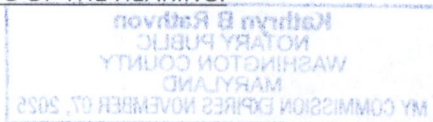
ATTENTION!

Posting Instructions

The premises MUST be posted in accordance with the following rules:

1. The sign must be posted a minimum of fourteen (14) days prior to the public hearing
Section 25.51(c) Property upon which the application or appeal is concerned shall be posted conspicuously by a zoning notice no less in size than twenty-two (22) inches by twenty-eight (28) inches at least fourteen (14) days before the date of the hearing.
2. The sign must be placed on the property within ten (10) feet of the property line which abuts the most traveled public road.
3. The sign must be posted in a conspicuous manner not over six (6) feet above the ground level, and affixed to a sturdy frame where it will be clearly visible and legible to the public.
4. The sign shall be maintained at all times by the applicant until after the public hearing. If a new sign is needed or required, please contact the Plan Review Department at 240-313-2460.
5. An affidavit certifying the property will be posted for the minimum of fourteen (14) days prior to the public hearing date.

Proper posting of the sign will be spot checked by the Zoning Inspector. IF SIGN IS NOT IN COMPLIANCE, IT MAY RESULT IN RESCHEDULING OF THE HEARING.





BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742 | P: 240.313.2430 | F: 240.313.2461 | Hearing Impaired:
7-1-1 WWW.WASHCO-MD.NET

Appeal for Variance

Appeal is hereby made for a variance from a requirement of the Washington County Zoning Ordinance as follows:

Location 16712 and 16714 Custer Court, Williamsport, MD 21795

Appellant's present legal interest in above property: (Check One)

Owner (Including Joint Ownership) Lessee Contract to rent/lease
 Contract to Purchase Other

Specify the Ordinance section and subsection from which the variance is desired:
Section 7A.5(a) Lot Area, Lot Width, and Yard Setback Requirements

Specify the particular requirement(s) from which a variance is desired in that section or subsection:
Dwelling Semi-Detached 7,500 S.F. Minimum Lot Area Requirement

Describe the nature and extent of the desired variance from Ordinance requirements: listed above:
Desired variance is to reduce the minimum lot area requirement to 7,040 S.F.


Describe reason(s) why the Ordinance requirement(s) in question would result in peculiar and/or unusual practical difficulties to or would impose exceptional or undue hardship upon the owner of the property if the requested variance were not granted:

Provide Detailed Explanation on Separate Sheet

Has any previous petition or appeal involving this property been made to the Board?
 Yes No

If yes, list docket number(s): _____

I hereby certify that I have, to the best of my knowledge, accurately supplied the information required for the above referenced appeal.


Signature of Appellant

10807 Hershey Drive, Williamsport, MD 21795
Address and of Appellant

mark@oliverhomes.com
Email of Appellant

301-797-0000
Phone Number of Appellant

This appeal form is to be used to assist the customer in gathering the information necessary to submit an application. However, the application shall be processed in person.

December 13, 2023

Mark B. Oliver, Applicant
Lot 63, Tammany Heights North
16712 and 16714 Custer Court
Williamsport, MD 21795

BZA Variance Criteria

The subject Lot 63 is located at 16712 and 16714 Custer Court in Williamsport and is developed with a two-family dwelling at this time. This lot is shown on plats entitled, "Final Plat, Section IV, Tammany Heights North" and recorded among the land records of Washington County, Maryland as plat numbers 9418 – 9488. These plats were finally approved on June 5, 2008 under the previous, now defunct 'HI-2' Highway Interchange Zoning District, which then required a 5,000 square foot minimum lot area for semi-detached dwellings (see Exhibit "A-1" and "A-2"). The zoning has since changed for this property and is now subject to the increased requirements of the 'RT' Residential, Transition District. This district requires a 7,500 square foot minimum lot area for semi-detached dwellings. Due to the change in zoning and increase in minimum lot area requirements, a variance is needed to create 2 semi-detached dwelling lots.

A. Practical Difficulty

1. Due to the increase in the minimum lot area requirements, Lot 63 as it exists cannot meet this requirement. The total area of this lot is 14,650 square feet, even if divided in half, only 2 – 7,325 square foot lots can be created. The proposed lot line shown on Exhibit "B" runs through the existing dwelling fire wall and extends to the front and rear boundaries of the lot, which creates Lot 63-B meeting the minimum lot area requirements at 7,610 square feet, and Lot 63-A needing the variance to reduce the lot area requirements to 7,040 square feet.

2. Considering the information above, denying the variances would do substantial injustice to the applicant. The only infrastructure that was not in place at the time of the original subdivision, was a single sewer lateral. Since the plats were recorded, the applicant has installed this sewer lateral and meets the permitting requirements for semi-detached dwellings. The variance to reduce the minimum lot area requirement, is the only missing piece of the puzzle and enforcing a minimum lot area greater than 7,040 square foot being applied for would not give substantial relief.

3. Granting the variance would observe the spirit of the Ordinance and not impede on public safety and welfare. Existing Lots 64 through 69 as shown on the same subdivision plat

mentioned above, all contain semi-detached dwellings. Infrastructure is in place and the existing two family dwelling on this lot has been occupied since originally constructed.

B. Undue Hardship

1. Due to the zoning change and increase in the minimum lot area requirements, Lot 63 as it exists cannot meet this requirement. The position of the existing dwelling allows for the proposed lot line to run through the existing dwelling fire wall and extend to the front and rear boundaries of the lot. Based on the existing position of the dwelling, the proposed lot line is limited in position, therefore Lot 63-A needs the variance to reduce the lot area requirements to 7,040 square feet. Considering these points, strict compliance with the Ordinance would prevent the applicant and owner from subdividing this single two family dwelling lot into two semi-detached dwelling lots.

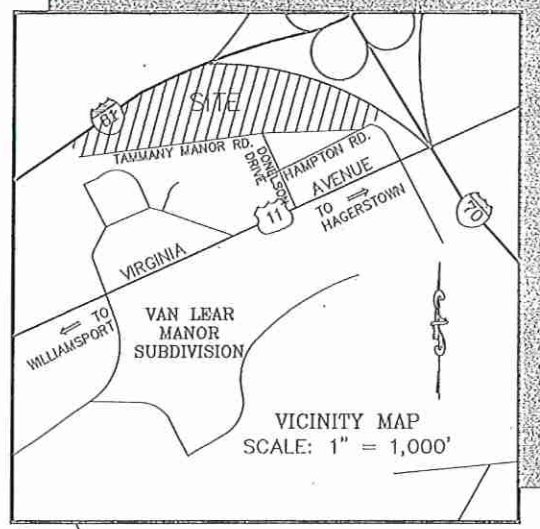
2. Due to the zoning change and increase in the minimum lot area requirements, Lot 63 as it exists cannot meet this requirement. Existing Lots 64 through 69 as shown on the same subdivision plat mentioned above, all contain semi-detached dwellings. Lot 63 is adversely affected by the change in zoning and increase in the minimum lot area requirements.

3. The plats for the subject Lot 63 were finally approved on June 5, 2008 under the previous, now defunct 'HI-2' Highway Interchange Zoning District, which then required a 5,000 square foot minimum lot area for semi-detached dwellings (see Exhibit "A-1" and "A-2"). The zoning has since changed for this property and is now subject to the increased requirements of the 'RT' Residential, Transition District. The hardship is not the result of the applicant's or owner's actions.

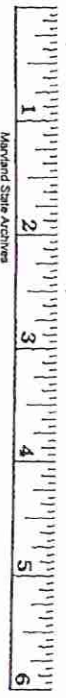
ACRES GRANT

L. 1575, F. 295	27.73 Ac. ±
R/W ABANDONMENT (WASHINGTON COUNTY)	+0.02 Ac. ±
TOTAL LANDS OF DOWNEY	27.75 Ac. ±
TOTAL LANDS	27.75 Ac. ±
LESS SECTION I	-3.026 Ac. ±
LESS SECTION II	-1.759 Ac. ±
LESS SECTION III	-11.927 Ac. ±
LESS SECTION III-A	-0.294 Ac. ±
LESS SECTION IV	-5.115 Ac. ±
LESS OUTLOT 'A'	-0.514 Ac. ±
LESS OUTLOT 'B'	-1.808 Ac. ±
LESS OUTLOT 'C'	-1.193 Ac. ±
LESS OUTLOT 'D'	-0.072 Ac. ±
LESS OUTLOT 'E'	-1.042 Ac. ±
REMAINING LANDS	0.00 Ac. ±
SECTION IV	
LOTS 58 thru 74	5.337 Ac. ±
R/W DEDICATION	0.778 Ac. ±
TOTAL SECTION IV	6.115 Ac. ±

EXHIBIT "A-1"
SECTION IV
TAMMANY HEIGHTS NORTH



LAND SUBVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT AND THAT IT IS A SUBDIVISION OF A PART OF THE LANDS CONVEYED BY HOPEWELL-CUSHWA FARMS CORPORATION, A MARYLAND CORPORATION, UNTO RICHMOND LEE DOWNEY BY DEED DATED JUNE 1, 2000 AND RECORDED AT LIBER 1575 FOLIO 295 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND. THAT CONCRETE MONUMENTS MARKED THIS; □ AND IRON PIPES AND SURVEY MARKS MARKED THIS; ○ HAVE BEEN SET UNLESS SHOWN OTHERWISE.



FINAL APPROVAL GRANTED
DATE: 6/13/08
WASHINGTON COUNTY PLANNING COMMISSION
BY: *Michael J. ...* CHAIRMAN

DEDICATION FOR INDIVIDUALS
I/WE DO HEREBY CERTIFY, FOR OURSELVES AND OUR PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS, THAT I/WE ARE THE LEGAL AND TRUE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED ON THIS PLAN AND THAT I/WE HEREBY ADOPT THE PLAN OF SUBDIVISION SHOWN HEREON, HEREBY ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES SHOWN HEREON, HEREBY DEDICATE TO PUBLIC USE ALL UTILITY AND DRAINAGE EASEMENT AREA AND ALL ALLEY, STREET AND ROAD RIGHTS OF WAY DESIGNATED ON THIS PLAN, HEREBY AGREE TO KEEP OPEN ALL SPACES AND RECREATION AREAS SHOWN HEREON AND HEREBY AGREE THAT SAID DEDICATIONS SHALL NOT IMPOSE ANY RESPONSIBILITY ON THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY REGARDING THE SUBJECTS OF SUCH DEDICATIONS UNTIL LEGAL ACCEPTANCE THEREOF BY SAID BOARD, AND I/WE HEREBY RESERVE THE FEE SIMPLE TITLE TO THE LAND UNDERLYING SAID EASEMENTS, RIGHTS OF WAY, OPEN SPACES AND RECREATION AREAS AND, WITH REGARD TO THE SAID EASEMENT AND RIGHTS OF WAY, HEREBY AGREE TO CONVEY THE SAME TO SAID BOARD, FOR THE USE OF SAID WASHINGTON COUNTY, WITHOUT CONSIDERATION, UPON THE LEGAL ACCEPTANCE OF SAID EASEMENT AND RIGHTS OF WAY BY SAID BOARD.
THIS DEED AND AGREEMENT OF DEDICATION SHALL BE BINDING UPON MY/OUR GRANTEE(S), ASSIGNS, SUCCESSORS, HEIRS, AND PERSONAL REPRESENTATIVE.

I/WE DO HEREBY ASSENT TO THIS PLAN OF SUBDIVISION WITH OUR HANDS AND SEALS THIS 13th DAY OF November 2008.
Witness: *Bill ...* *Richard Lee Downey*
RICHMOND LEE DOWNEY

I/WE ALSO CERTIFY THAT THE COMMUNITY WATER AND/OR COMMUNITY SEWERAGE SYSTEM PROPOSED FOR THIS SUBDIVISION WILL BE AVAILABLE TO ALL LOTS OFFERED FOR SALE. I/WE ALSO CERTIFY THAT PLANS FOR THE COMMUNITY WATER SUPPLY AND/OR COMMUNITY SEWERAGE SYSTEM FACILITIES, INCLUDING ANY NECESSARY POINT OF DISCHARGE, HAVE BEEN APPROVED BY THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE. THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENT OR RIGHTS OF WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION EXCEPT THE FOLLOWING:

AND ALL PARTIES HAVING AN INTEREST THEREIN HAVE HERETO AFFIXED THEIR SIGNATURES, INDICATING THEIR ASSENT TO THIS PLAN OF SUBDIVISION.
I/WE DO HEREBY ASSENT TO THIS PLAN OF SUBDIVISION WITH OUR HANDS AND SEALS THIS 13th DAY OF November 2008.
Witness: *Bill ...* *Richard Lee Downey*
RICHMOND LEE DOWNEY

CERTIFICATE OF APPROVAL OF COMMUNITY WATER AND SEWERAGE SYSTEMS
I HEREBY CERTIFY THAT THE USE OF THE COMMUNITY WATER AND/OR COMMUNITY SEWERAGE SYSTEM FOR THIS SUBDIVISION IS IN CONFORMANCE WITH THE COUNTY WATER AND SEWERAGE PLAN.
Richard Lee Downey DATE: 6/10/08
COUNTY HEALTH OFFICER

The Storm Water Management Plan shown hereon is APPROVED.
Richard Lee Downey DATE: 5-19-08
Washington County, Division of Public Works Engineering
NOTE: THE REAR OF LOTS 70 THROUGH 74 WILL HAVE ROOFTOP DISCONNECTION AND THE REMAINDER OF SITE WILL BE PROVIDED WATER QUALITY IN THE BIOTENTION AREA.

OWNER/DEVELOPER
MR. RICHMOND LEE DOWNEY
11211 KEMPS MILL ROAD
WILLIAMSPORT, MD 21795
PHONE: 301-790-1700

PLAN
SCALE: 1"=200 FT.

THIS PLAN / PLAN HAS BEEN REVIEWED BY THE WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY FOR INCLUSION INTO THE COUNTY CAPACITY MANAGEMENT PLAN FOR THE SYSTEM THAT SERVES THIS PROJECT. ALLOCATION GRANTED FOR CONSTRUCTION SHOWN ON THIS PLAN / PLAN SHALL BE IN ACCORDANCE WITH THE CAPACITY MANAGEMENT PLAN DEVELOPED FOR THIS SYSTEM BASED ON AVAILABILITY OF ALLOCATION REMAINING IN THE FACILITY.
Mark D. ... DATE: 4-28-08
WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY

SHEET INDEX

SHEET NO.	DESCRIPTION
4487	COVER SHEET
JUN 13 2008 FP-1	FINAL PLAN (LOTS 58 THRU 74)
SECTION COUNTY FP-2	

WASHINGTON COUNTY PROJECT NUMBER: S-06-123

COVER SHEET
FINAL PLAN
SECTION IV
TAMMANY HEIGHTS NORTH
SITUATED ALONG THE SOUTHEAST CORNER OF I-81 AND I-70 INTERCHANGE AND WEST OF U.S. ROUTE 11
WASHINGTON COUNTY, MARYLAND

DATE	SCALE	FILE No.	DRAWN BY:	SHEET No.
AUG. 11, 2006	1"=200'	2828.0	B.J.S.	1 of 2
		TRIAD JOB No.	CHECKED BY:	
		03-04-0411		

TRIAD ENGINEERING INC.
10750 Sherman Avenue Hagerstown, Maryland 21740
Phone: (301) 797-6400 * Fax: (301) 797-2424 * Email: hagerstown@triadeng.com
MORGANTOWN • ST. ALBANS • GREENSBURG • WINCHESTER • PURCELLVILLE • HAGERSTOWN
WEST VIRGINIA • PENNSYLVANIA • VIRGINIA • MARYLAND

NO.	DATE	DESCRIPTION	BY
Δ	9-22-06	PER WASH. CO. ENGINEERING DEPT.	RLB

WASHINGTON COUNTY CIRCUIT COURT (Plats) Plat 9487-9488, MSA_C2167_6915. Date available 2008/06/13. Printed 12/13/2023.

MSA CM 2167 6915-1
P154260

ROOFTOP DISCONNECT DESIGN
(REAR OF LOTS 70 THRU 74)

DATA:
TYP. HOUSE FOOTPRINT= 2,000 S.F.
4 DOWNSPOUTS/HOUSE=500 S.F./DS

LINES SHOWN DEPICT 75 L.F. OF DISCONNECTION AT LESS THAN 4% SLOPE
(2.6%-3% AVE.)

NATURAL GROUND IS FLAT AND IS ANTICIPATED TO BE HELD FOR CONSTRUCTION OF HOUSES. IF CHANGES TO HOUSE PLANS OR TO GRADE ARE PROPOSED DURING BUILDING PROCESS AN INDIVIDUAL PLAN MAY NEED TO BE SUBMITTED TO COUNTY ENGINEERING DEPT. FOR APPROVAL.

EXHIBIT "A-2"

COORD. CHART		NO.	DATE	DESCRIPTION	BY
PT.	NORTHING	EASTING	9-22-06	PER WASH. CO. PLANNING DEPT.	RLB
2180	649397.95	576835.52	10-02-06	PER WASH. CO. ENGINEERING DEPT.	B.J.F.
2195	649696.76	577398.56			

GENERAL NOTES

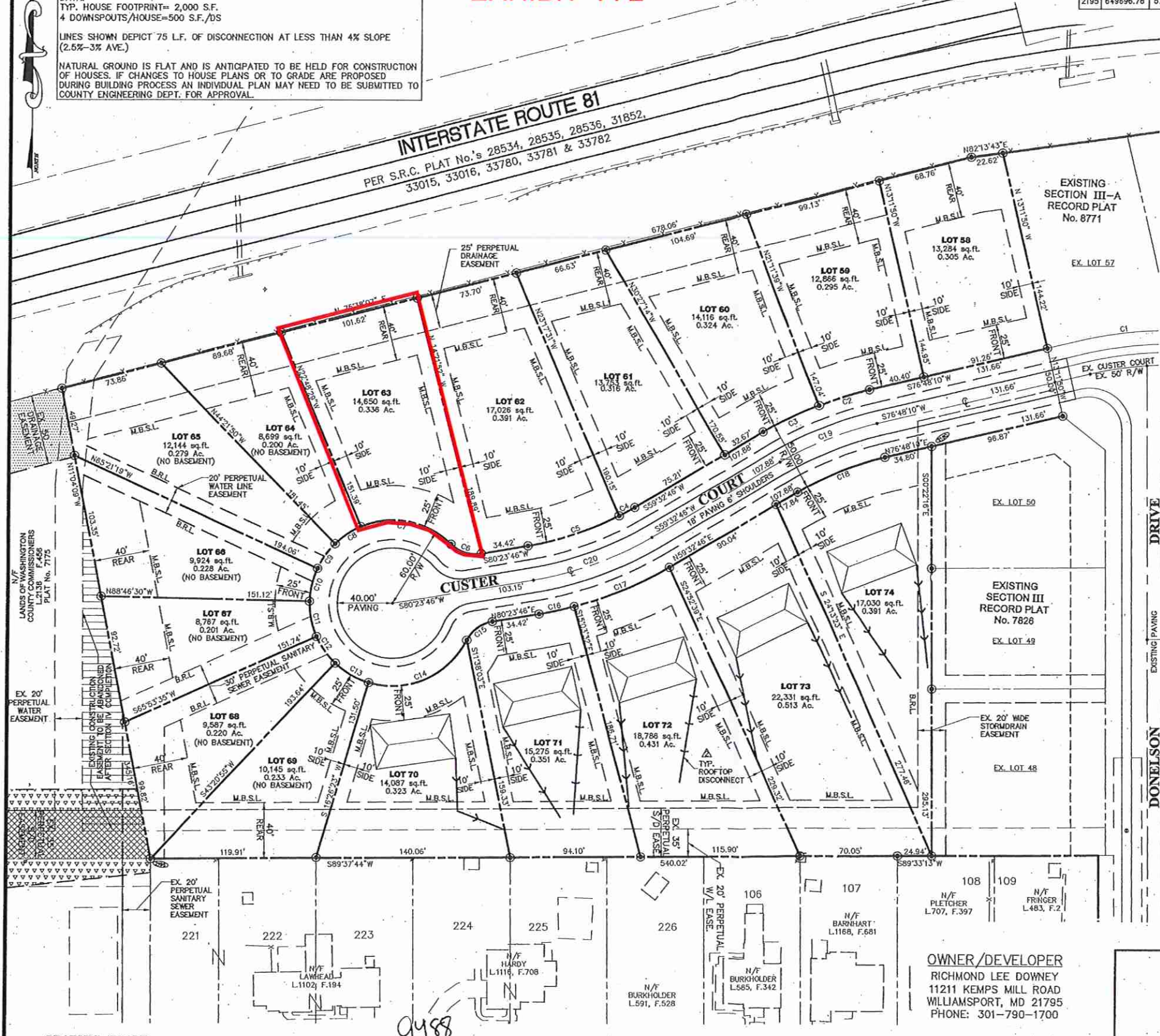
- TAX MAP 48, GRID 25 AND 23, PARCEL 697.
 - ELECTION DISTRICT 26.
 - ZONED 16-2 - HIGHWAY INTERCHANGE DISTRICT.
 - MINIMUM LOT REQUIREMENTS PER ZONING ORDINANCE PER THE ZONING AS ALLOWED IN 16-2.
- | ZONING | TYPE | LEVELS | LOT AREA | LOT WIDTH | FRONT SETBACK | REAR SETBACK | M.B.S.L. |
|-----------------------|-----------------|-------------------|----------|-----------|---------------|--------------|----------|
| R/U RESIDENTIAL URBAN | SINGLE FAMILY | 1 AND 1 1/2 STORY | 7,500 SF | 60 FT. | 25 FT. | 8 FT. | 35 FT. |
| | | 2 AND 2 1/2 STORY | 7,800 SF | 60 FT. | 25 FT. | 10 FT. | 40 FT. |
| S.E.M. DETACHED | S.E.M. DETACHED | 1 AND 1 1/2 STORY | 6,000 SF | 35 FT. | 25 FT. | 10 FT. | 40 FT. |
| | | 2 AND 2 1/2 STORY | 6,000 SF | 35 FT. | 25 FT. | 12 FT. | 40 FT. |
- NOTE: SETBACKS SHOWN FOR THESE UNITS ARE TYPICAL AND INDIVIDUAL LOT SETBACKS WILL BE APPLIED ACCORDING TO THE TYPE OF UNIT TO BE CONSTRUCTED AND WILL COMPLY WITH THE MINIMUM SETBACKS AS SHOWN ABOVE. MINIMUM BUILDING SETBACK LINES ARE PER ZONING RESTRICTIONS AND BUILDING RESTRICTION LINES ARE SETBACKS GREATER THAN ZONING DUE TO DRAINAGE, UTILITY, AND/OR DEVELOPER IMPOSED.
- THIS SITE IS SERVED BY THE CITY OF HAGERSTOWN PUBLIC WATER SYSTEM.
 - THE WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY SEWER SYSTEM SERVES THIS SITE.
 - FOREST CONSERVATION OBLIGATION WILL BE BY PAYMENT TO THE FOREST CONSERVATION FUND AS APPROVED BY THE PLANNING COMMISSION AUG. 7, 2008 IN THE AMOUNT OF \$4,907.52.
 - THERE ARE NO FLOODPLAINS, STEEP SLOPES, STREAMS, OR AREAS OF KNOWN HABITATS OF THREATENED OR ENDANGERED SPECIES IDENTIFIED BY THE U.S. FISH AND WILDLIFE SERVICE AS PER 30 CFR 17 AS REQUIRED TO BE SHOWN BY SECTION 314 OF THE SUBSONSON ORDINANCE AND SECTION 4.21 OF THE ZONING ORDINANCE. THIS SUBDIVISION IS NOT WITHIN THE LIMITS OF THE APPALACHIAN TRAIL CORRIDOR OR THE WATERSHED OF THE EDGEWATER-SWATERSHED RESERVOIR OR WITHIN THE UPPER BEAVER CREEK BASIN.
 - THIS SITE IS NOT IN THE 100-YEAR FLOOD AREA AS SHOWN ON FEMA COMMUNITY PANEL NO. 24070-0006 REV. SEPT. 30, 1992. SITE IS IN ZONE C.
 - SITE DOES NOT CONTAIN ANY WETLANDS AS SHOWN ON THE NATIONAL WETLANDS INVENTORY MAP TITLED "WILLIAMSPORT, MD. - WVA" DATED APRIL 1982.
 - THERE IS AN INTERMITTENT STREAM SYMBAL ON THE SOIL SURVEY MAP #2 OF WASHINGTON COUNTY. HOWEVER, THERE IS NO WATER SURFACE FLOW EXISTING IN THE FIELD, AND HAS PREVIOUSLY BEEN DETERMINED NON-EXISTENT.
 - THE BEARINGS SHOWN HEREON ARE PER A BOUNDARY LINE SURVEY PERFORMED BY GERALD A. CLUMP & ASSOC. INC. AND RECORDED ALONG WITH DEED AT LIBER 1675, FOLIO 295.
 - ACCESSORY STRUCTURES ARE PERMITTED IN ACCORDANCE WITH SECTIONS 4.10 AND 23.6(b) AND SHALL NOT BE PLACED ON THE PROPERTY UNTIL THE PRINCIPAL STRUCTURE HAS BEEN CONSTRUCTED ON THE PROPERTY.
 - 10' ALONG THE FRONT AND 5' ALONG THE SIDE AND REAR OF EACH LOT IS RESERVED FOR UTILITY AND/OR DRAINAGE EASEMENTS.
 - LOTS 64 THROUGH 69 ARE DESIGNATED AS "NO BASEMENTS" AND ARE RECOMMENDED TO NOT HAVE BASEMENTS DUE TO CLOSE PROXIMITY TO STORMWATER STRUCTURES.
 - ADDRESSES AS ASSIGNED BY THE COUNTY SHALL BE POSTED ON THE FRONT OF THE BUILDINGS. (www.firepreventioncode.com) (www.firepreventioncode.com)
 - THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE STATE FIRE PREVENTION CODE, CH. 16, SAFEGUARDS DURING BUILDING CONSTRUCTION, ALTERATIONS AND DEMOLITION OPERATIONS. (www.firepreventioncode.com)
 - ALL LINE STRIPING AND SIGNAGE SHALL BE INSTALLED BY THE DEVELOPER TO THE SATISFACTION OF THE COUNTY.

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEG.	DELTA
C1	275.00	64.88	32.59	64.73	S 83°33'40" W	133°10'3"
C2	275.00	38.38	19.22	38.35	S 72°46'15" W	75°0'48"
C3	275.00	44.44	22.27	44.40	S 64°10'54" W	91°5'35"
C4	225.00	12.52	6.26	12.52	S 61°08'27" W	31°1'22"
C5	225.00	69.35	34.95	69.08	S 71°33'57" W	173°39'39"
C6	25.00	23.56	12.73	22.89	N 72°27'11" W	53°52'35"
C7	60.00	70.34	38.64	66.38	N 78°13'18" W	87°10'20"
C8	60.00	22.57	11.42	22.44	S 56°24'51" W	21°35'21"
C9	60.00	21.98	11.12	21.86	S 35°08'25" W	20°59'30"
C10	60.00	24.52	12.44	24.35	S 12°56'06" W	23°25'10"
C11	60.00	26.53	13.48	26.31	S 11°26'27" E	25°19'56"
C12	60.00	23.61	11.95	23.48	S 35°22'45" E	22°32'40"
C13	60.00	60.24	30.12	60.04	S 77°52'15" E	26°54'32"
C14	60.00	83.79	50.36	77.14	N 66°26'02" E	80°00'42"
C15	25.00	23.56	12.73	22.89	N 53°24'44" E	63°58'06"
C16	275.00	26.18	13.10	26.17	N 77°40'07" E	5°27'19"
C17	275.00	73.89	37.17	73.67	N 67°14'37" E	152°3'42"
C18	225.00	67.77	34.14	67.51	N 68°10'28" E	171°5'24"
C19	250.00	75.30	37.84	75.01	S 68°10'28" W	171°5'24"
C20	250.00	90.98	46.00	90.48	N 69°58'16" E	205°1'01"

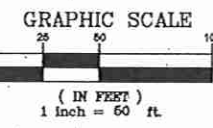
ADDRESS ASSIGNMENTS

LOT No.	ADDRESS
LOT 58	16734 CUSTER COURT
LOT 59	16730 CUSTER COURT
LOT 60	16726 CUSTER COURT
LOT 61	16722 CUSTER COURT
LOT 62	16718 CUSTER COURT
LOT 63	16714 CUSTER COURT
LOT 64	16710 CUSTER COURT
LOT 65	16706 CUSTER COURT
LOT 66	16704 CUSTER COURT
LOT 67	16702 CUSTER COURT
LOT 68	16703 CUSTER COURT
LOT 69	16705 CUSTER COURT
LOT 70	16711 CUSTER COURT
LOT 71	16715 CUSTER COURT
LOT 72	16719 CUSTER COURT
LOT 73	16723 CUSTER COURT
LOT 74	16727 CUSTER COURT

IF DRIVEWAYS ARE CONSTRUCTED AT A DIFFERENT LOCATION THAN SHOWN, THE ADDRESS FOR THAT LOT IS VOID, AND THE OWNER/DEVELOPER OF THE LOT SHALL REAPPLY TO THE PLANNING DEPT. FOR A NEW ADDRESS ASSIGNMENT.



WASHINGTON COUNTY CIRCUIT COURT (Plats) Plat 9487-9488, MSA_C2167_6915. Date available 2008/06/13. Printed 12/13/2023.



PLAT NO. JUN 13 2008
DATE
WASHINGTON COUNTY

WATER QUALITY FOR THE REAR OF LOTS 70 THRU 74 WILL BE BY ROOFTOP DISCONNECT. SEE ROOFTOP DISCONNECT DESIGN NOTES THIS SHT.

TRIAD ENGINEERING INC.
10750 Sherman Avenue Hagerstown, Maryland 21740
Phone: (301) 797-6400 * Fax: (301) 797-2424 * Email: hagerstown@triadeng.com
MORRISTOWN • ST. ALBANS • GREENSBURG • WINCHESTER • PLEASANTVILLE • HAGERSTOWN
WEST VIRGINIA PENNSYLVANIA VIRGINIA MARYLAND

OWNER/DEVELOPER
RICHMOND LEE DOWNEY
11211 KEMPS MILL ROAD
WILLIAMSPORT, MD 21795
PHONE: 301-790-1700

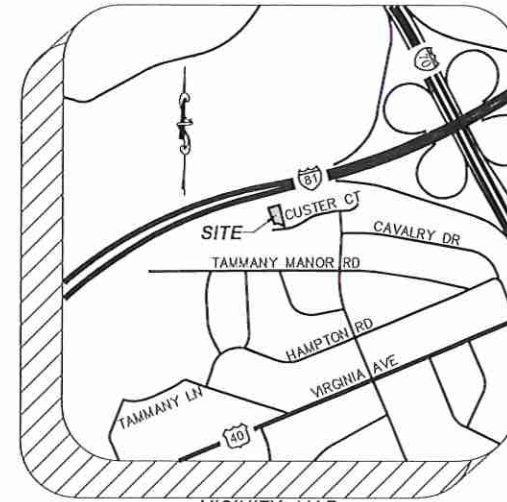
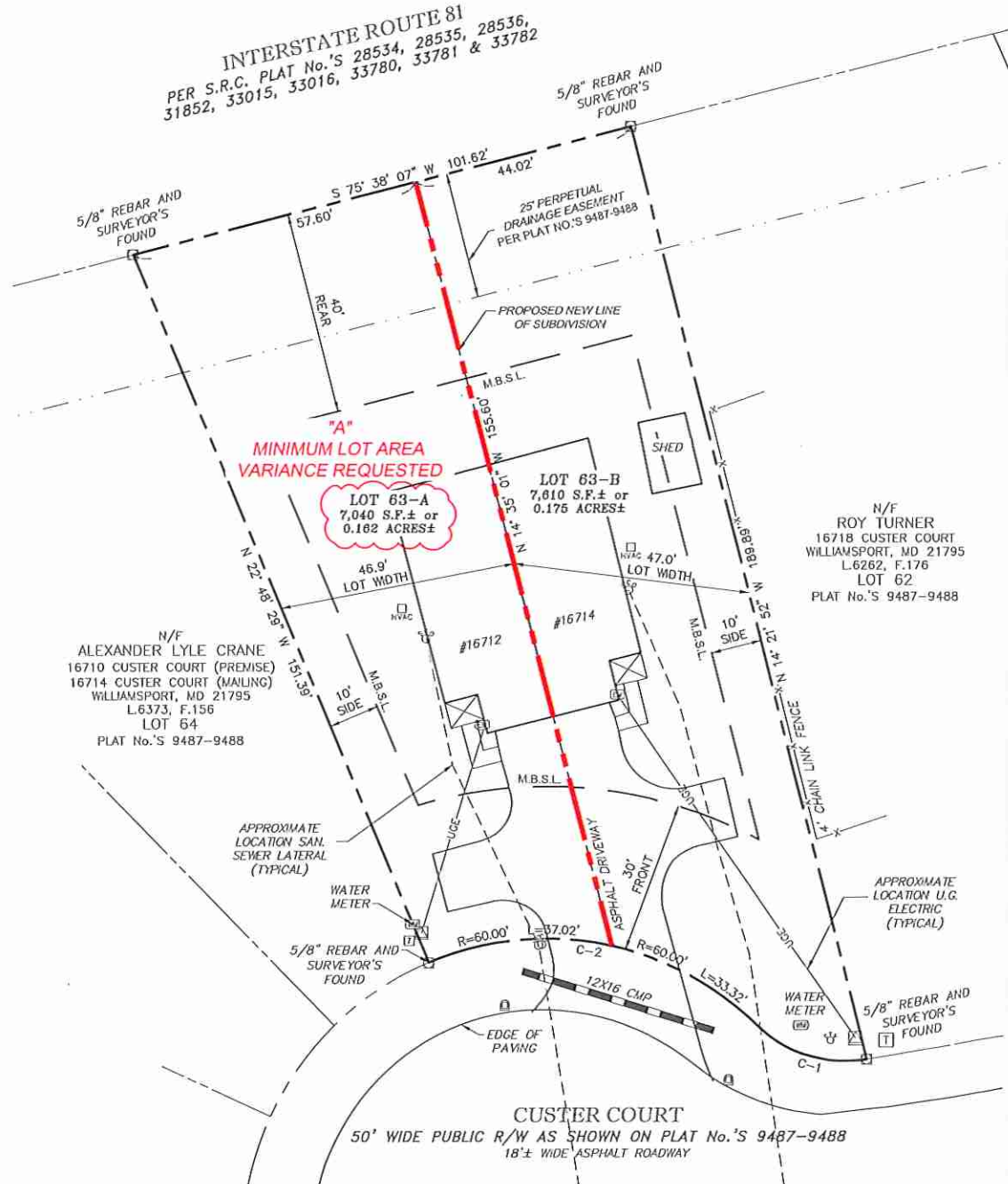
FINAL PLAT FOR LOTS 58 THRU 74 SECTION IV TAMMANY HEIGHTS NORTH
SITUATED ALONG THE SOUTHEAST QUADRANT OF THE I-81 and I-70 INTERCHANGE AND WEST OF U.S. ROUTE 11, WASHINGTON COUNTY, MARYLAND.

DATE	SCALE	FILE No.	DRAWN BY:	SHEET No.
AUG. 11, 2006	1"=50'	2828.0	B.J.S.	2 of 2
		TRIAD JOB No.	CHECKED BY:	
		03-04-0411		

P154261 MSA CSU 2167 69152

EXHIBIT "B"

VARIANCE REQUEST				
DEPICTED VARIANCE	SECTION OF ZONING ORDINANCE	TYPE OF REGULATION	ORDINANCE REQUIREMENT	PROPOSED DIMENSION (VARIANCE REQUESTED)
"A"	7A.5(a)	LOT AREA	MIN. 7,500 S.F.	LOT 63A: 7,040 S.F.



SYMBOL LEGEND	
	CABLE TV PEDESTAL
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	FENCE LINE, AS NOTED
	HVAC UNIT
	MAILBOX
	REBAR AND SURVEYOR'S CAP SET
	SEWER CLEANOUT
	TELEPHONE PEDESTAL
	WATER METER

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD	TANGENT
C-1	23.55'	25.00'	53° 58' 05"	N 72° 37' 11" W	22.69'	12.73'
C-2	70.34'	60.00'	67° 10' 20"	N 79° 13' 18" W	66.38'	39.84'

AREA TABULATION	
EXISTING LOT 63 PER PLATS 9487-9488	14,650 S.F.± OR 0.336 ACRES±
NEW LOT 63-A	7,040 S.F.± OR 0.161 ACRES±
NEW LOT 64-B	7,610 S.F.± OR 0.175 ACRES±
REMAINING AREA LOT 63	0 S.F.± OR 0.00 ACRES±

- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT, WHICH MAY DISCLOSE EASEMENTS AND OTHER MATTERS THAT AFFECT THE PROPERTY SHOWN HEREON. ONLY KNOWN EXISTING EASEMENTS OR RIGHTS OF WAY OF RECORD THAT WERE DISCLOSED IN PROVIDED DOCUMENTS ARE SHOWN HEREON. THIS PLAT MAY NOT INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
- CURRENTLY ZONED "RT" - RESIDENTIAL TRANSITION DISTRICT PER THE WASHINGTON COUNTY ZONING ORDINANCE. MINIMUM YARD SETBACKS FOR SEMI-DETACHED DWELLING USE:
FRONT: 30 FEET REAR: 40 FEET SIDE: 10 FEET
- THE SUBJECT PROPERTY LIES WITHIN ZONE "X" - AREA OF MINIMAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR FREDERICK COUNTY, MARYLAND, MAP NUMBER 24043C0281D, WITH AN EFFECTIVE DATE OF AUGUST 15, 2017. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.
- REFERENCE IS HEREBY MADE TO A PLAT ENTITLED, "FINAL PLAT, FOR LOTS 58 THRU 74, SECTION IV, TAMMANY HEIGHTS NORTH" AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND AS PLATS NUMBERS BOOK 9487-9488.
- THE IMPROVEMENTS SHOWN HEREON ARE PER A FIELD RAN SURVEY PERFORMED BY TRIAD ENGINEERING, INC. LAST DATE OF FIELD WORK BEING DECEMBER 08, 2023.

TRIAD ENGINEERING, INC.
1075-D SHERMAN AVENUE
HAGERSTOWN, MD 21740
PH: 301.797.6400 FAX: 301.797.2424
OFFICE LOCATIONS
MARYLAND • PENNSYLVANIA • VIRGINIA • WEST VIRGINIA

CADD FILE: 03231016-bza exhibit
DRAWN BY: C.W.J.
CHECKED BY: R.D.B.
DATE: 12/13/2023
SCALE: 1"=20'

OWNER/DEVELOPER:
MARK OLIVER
10870 HERSHEY DRIVE
WILLIAMSPORT, MD 21795
301-797-0000
ELECTION DISTRICT: 26
TAX MAP: 0048 GRID: 0022 PARCEL: 0906

BOARD OF ZONING APPEALS EXHIBIT
FOR
LOT 63
TAMMANY HEIGHTS NORTH, SECTION IV
LIBER 4911, FOLIO 111
SITUATED ALONG THE NORTH SIDE OF AND AT
16712 AND 16714 CUSTER COURT IN WILLIAMSPORT
WASHINGTON COUNTY, MARYLAND



SHEET NUMBER:
1 OF 1
FILE NO.: 2828
JOB NO.: 03-23-1016

SURVEY PREPARED FOR: OLIVER HOMES
10807 HERSHEY DRIVE
WILLIAMSPORT, MD 21795
SURVEY PREPARED BY: TRIAD ENGINEERING, INC.
RONALD D. BIDLE, Jr.
MD REGISTRATION No. 21517
rbidle@triadeng.com

**BEFORE THE BOARD OF APPEALS
FOR WASHINGTON COUNTY, MARYLAND**

MARK OLIVER

Appellant

Appeal No.: AP2023-052

* * * * *

OPINION

Mark Oliver (hereinafter "Appellant") requests a variance to reduce the required lot area from 7,500 square feet to 7,040 square feet for proposed Lot 63-A for future subdivision of the current two-family dwelling into semi-detached dwellings at the subject property. The subject property is located at 16714 and 16712 Custer Court, Williamsport, Maryland and is zoned Residential, Transition. The Board held a public hearing in this matter on January 17, 2024.

This appeal was heard pursuant to Article 25 of the Zoning Ordinance for Washington County and upon proper notice to the parties and general public as required.

Findings of Fact

Based upon the testimony given, all information and evidence presented, and upon a study of the specific property involved and the neighborhood in which it is located, the Board makes the following findings of fact:

1. Appellant is the owner of the subject property located at 16712 and 16714 Custer Court, Williamsport, Maryland. The subject property is zoned Residential, Transition.

2. The subject property consists of lot 63, which has a two-family dwelling constructed under the previous Highway Interchange – 2 zoning designation. At that time, the minimum lot area required was 5,000 square feet for a semi-detached dwelling.

3. The Residential Transition zoning district requires a minimum lot area of 7,500 square feet for a lot with a semi-detached dwelling.

4. When the dwellings were constructed, two (2) sewer taps were purchased with the intent of subdividing the property at a later date.

5. Appellant recently installed a sewer lateral to allow for separate sewer service to the dwellings.

6. Appellant proposes to subdivide the subject property along the shared party wall, creating two (2), semi-detached dwellings.

7. Lots 64 through 69 in the same subdivision all contain semi-detached dwellings.

8. The proposed subdivision would result in Lot 63-B being 7,610 square feet and Lot 63-A being 7,040 square feet.

9. There was opposition raised by a neighbor due to the property having been previously rented as Section 8 housing.

Rationale

The Board has authority to grant a variance upon a showing of practical difficulty or undue hardship. §§ 25.2(c) and 25.56.¹ “Practical Difficulty” may be found by the Board when: (1) strict compliance would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome; and (2) denying the variance would do substantial injustice to the applicant and a lesser relaxation than that applied for would not give substantial relief; and (3) granting the variance would observe the spirit of the Ordinance and secure public safety and welfare. § 25.56(A).

Practical difficulty and undue hardship are the result of a property being unique. “‘Uniqueness’ of a property for zoning purposes requires that the subject property have an inherent characteristic not shared by other properties in the area, i.e., its shape, topography, subsurface condition, environmental factors, historical significance, access

¹ “When the terms unnecessary hardship (or one of its synonyms) and practical difficulties are framed in the disjunctive (“or”), Maryland courts generally have applied the more restrictive hardship standard to use variances, while applying the less restrictive practical difficulties standard to area variances because use variances are viewed as more drastic departures from zoning requirements.” *Belvoir Farms Homeowners Ass’n, Inc. v. North*, 355 Md. 259, 276 n.10 (1999) (citations omitted).

or non-access to navigable waters, practical restrictions imposed by abutting properties (such as obstructions) or other similar restrictions." *North v. St. Mary's Cnty.*, 99 Md. App. 502, 514 (1994).)

In the instate case, the subject property is negatively affected by the change in zoning designation which ultimately increased the minimum required lot size. Appellant testified that when the dwelling was constructed, two (2) sewer taps were purchased with the intention of making them separate dwellings. However, sewer service has been provided via T-connection until recently, when Appellant had a second lateral installed. Appellant has requested to subdivide the property along the party wall, thus creating two (2) smaller lots, 63-A and 63-B. There will be no changes to the outward appearance of either lot and no additional structures are being constructed. As Appellant summarized at the hearing, the request is simply to draw a line dividing the two properties. The surrounding lots all have semi-detached dwellings are of the same general size and nature. Appellant's request would bring the subject property into conformance with the neighborhood and is consistent with the orderly planning of the area. The Board finds that the aforementioned circumstances constitute practical difficulty, and that Appellant should be afforded the relief requested.

Accordingly, the variance request to reduce the required lot area from 7,500 square feet to 7,040 square feet for proposed lot 63-A for future subdivision of the current two-family dwelling into semi-detached dwellings at the subject property is GRANTED, by a vote of 5 to 0. Said variance request is granted upon the condition that the proposed use be consistent with the testimony and evidence presented herein.

BOARD OF APPEALS

By: Jay Miller, Chair

Date Issued: February 16, 2024

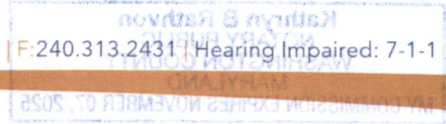
Notice of Appeal Rights

Any party aggrieved by a final order of the Authority in a contested case, whether such decision is affirmative or negative in form, is entitled to file a petition for judicial review of that order to the Circuit Court for Washington County within thirty (30) days of the date of the order.

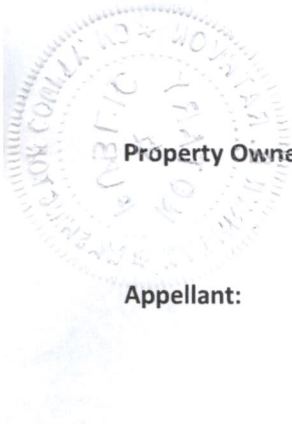


WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P: 240.313.2430 | F: 240.313.2431 | Hearing Impaired: 7-1-1



ZONING APPEAL



Property Owner: K & S Longmeadow LLC
 6615 Reisterstown Road
 Suite 203C
 Baltimore MD 21215

Appellant: Centennial Generating Company LLC
 15 West Aylesbury
 Suite 825
 Timonium MD 21093

Docket No: AP2023-053
Tax ID No: 27019196

Zoning: IG
RB Overlay: No
Zoning Overlay:

Filed Date: 12/20/2023
Hearing Date: 01/17/2024

Property Location: 19224 Longmeadow Road
 Hagerstown, MD 21742

Description Of Appeal: Special exception to establish a Solar Energy Generating System (SEGS) located on a car port to be installed in the existing parking lot. Variance from the required lot size minimum of 20 acres in size for a SEGS system to 19.69 acres. Variance from the required 1,000 ft. setback for the use from any Residential District and from any exiting residential use on a separate lot to 60 ft., 150 ft., 410 ft., and 415 ft. and a variance from the required 50 ft. front yard setback to 7.5 ft. and 25 ft.

Appellant's Legal Interest In Above Property:

Owner: No	Contract to Rent/Lease: Yes
Lessee: No	Contract to Purchase: No
Other:	

Previous Petition/Appeal Docket No(s): AP2023-005

Applicable Ordinance Sections: Washington County Zoning Ordinance Sections: 14.2 (a), 4.26 A3, 14.2(a), 14.5 (a)

Reason For Hardship: Location of the existing parking lot

If Appeal of Ruling, Date Of Ruling:

Ruling Official/Agency:

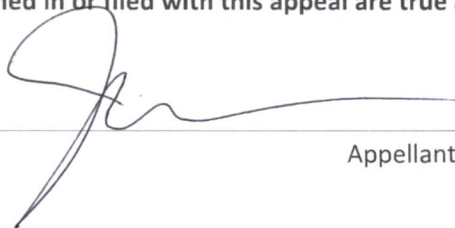
Existing Use: Commerical **Proposed Use:** SEGS on Carport

Previous Use Ceased For At Least 6 Months: **Date Ceased:**

Area Devoted To Non-Conforming Use -

Existing:
Proposed:

I hereby affirm that all of the statements and information contained in or filed with this appeal are true and correct.


 Appellant Signature

State Of Maryland, Washington County to-wit:

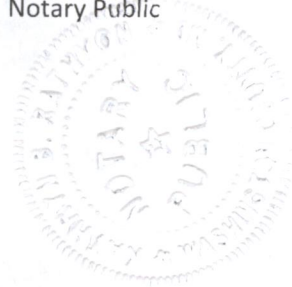
Sworn and subscribed before me this 20 day of December, 2023.

Kathryn B Rathvon
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 07, 2025

My Commission Expires

[Handwritten Signature]

Notary Public





WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P:240.313.2430 | F:240.313.2431 | Hearing Impaired: 7-1-1

AFFIDAVIT IN COMPLIANCE WITH SECTION 25.51(C)

Docket No: AP2023-053

State of Maryland Washington County, To Wit:

On 12/20/2023, before me the subscriber, a Notary of the public of the State and County aforesaid, personally appeared Jennifer Rist and made oath in due form of law as follows:

Jennifer Rist will post the zoning notice sign(s) given to me by the Zoning Administrator in accordance with Section 25.51(c) of the Washington County Zoning Ordinance for the above captioned Board of Appeals case, scheduled for public hearing on 01/17/2024, and that said sign(s) will be erected on the subject property in accordance with the required distances and positioning as set out in the attached posting instructions.

Sign(s) will be posted on 01/02/2024 and will remain until after the above hearing date.

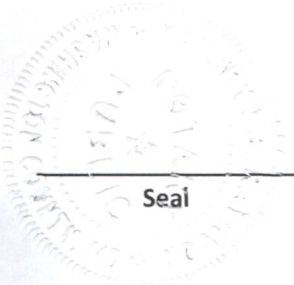
Jennifer Rist

Sworn and subscribed before me the day and year first above written.

Notary Public

Kathryn B Rathvon
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 07, 2025

My Commission Expires



Seal



WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P:240.313.2430 | F:240.313.2431 | Hearing Impaired: 7-1-1

BOARD OF ZONING APPEALS

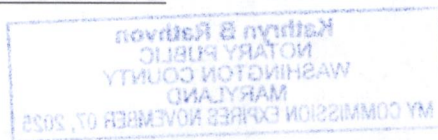
ATTENTION!

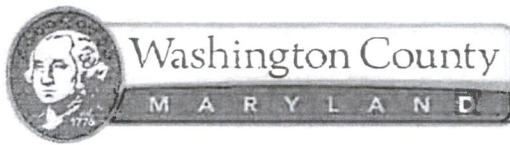
Posting Instructions

The premises MUST be posted in accordance with the following rules:

1. The sign must be posted a minimum of fourteen (14) days prior to the public hearing
Section 25.51(c) Property upon which the application or appeal is concerned shall be posted conspicuously by a zoning notice no less in size than twenty-two (22) inches by twenty-eight (28) inches at least fourteen (14) days before the date of the hearing.
2. The sign must be placed on the property within ten (10) feet of the property line which abuts the most traveled public road.
3. The sign must be posted in a conspicuous manner not over six (6) feet above the ground level, and affixed to a sturdy frame where it will be clearly visible and legible to the public.
4. The sign shall be maintained at all times by the applicant until after the public hearing. If a new sign is needed or required, please contact the Plan Review Department at 240-313-2460.
5. An affidavit certifying the property will be posted for the minimum of fourteen (14) days prior to the public hearing date.

Proper posting of the sign will be spot checked by the Zoning Inspector. IF SIGN IS NOT IN COMPLIANCE, IT MAY RESULT IN RESCHEDULING OF THE HEARING.



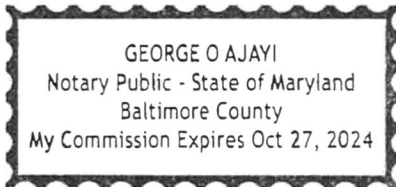


BOARD OF ZONING APPEALS

OWNER REPRESENTATIVE AFFIDAVIT

This is to certify that Jenn Rist, David John Frenkil and/or Andy Posil (collectively "Centennial Generating Co") is authorized to file an appeal with the Washington County Board of Appeals for a Solar Energy Generating System on property located 19224 Longmeadow Road, Hagerstown, MD

The said work is authorized by K&S Longmeadow LLC _____ the property owner in fee.



PROPERTY OWNER
Beracel Yousefideh
Name _____
1407H Reisterstown RD
Address _____
Pikesville MD 21208
City, State, Zip Code _____
B. Yousefideh
Owner's Signature _____

Sworn and subscribed before me this 15 day of June, 2023

[Signature]
Notary Public

My Commission Expires: 10/27/2024

AUTHORIZED REPRESENTATIVE
Jenn Rist
Name _____
1321 St Stephens Church Rd
Address _____
Chesapeake, MD 21032
City, State, Zip Code _____
[Signature]
Authorized Representative's Signature _____

Sworn and subscribed before me this 20 day of December, 2023.



[Signature]
Notary Public

My Commission Expires:

OFFICER'S CERTIFICATE
OF
K&S Longmeadow LLC


December 14, 2023

The undersigned is authorized to sign this certificate on behalf of K&S Longmeadow LLC (the "Company"), and further certifies, on behalf of Seller and the Project Company, that:

1. The persons named herein are duly elected, qualified and acting officers or authorized signatories of the Company, holding the positions set forth next to their names.
2. The Company is in good standing with the Secretary of State of the State of Maryland.
3. Barochel Youseflaleh is authorized to sign an Owner Representative Affidavit on behalf of K&S Longmeadow LLC.

IN WITNESS HEREOF, the undersigned has duly executed this certificate as of the date first written above.

K&S LONGMEADOW LLC

By: 
Name: Adam Khosh
Title: CEO

ARC DESIGN

409 N. MAIN STREET
ELMER, NJ 08318
(856) 712-2166 FAX: (856) 358-1511

Date: October 15, 2020

Re: Structural Roof Certification

Subj: 19224 Longmeadow Rd. Hagerstown, MD 21742

We have provided an inspection and review of the roof construction of the above named property in regards to verifying the capacity of the existing roof for installation of a new Solar Panel Array.

We have found the building to be of pre-engineered steel construction with red iron frames and a steel purlin roof framing system. The roof of Building 1 is of 8"x2.5" x 14 Ga. Z purlins at 5'-0" o.c. and a metal roof system. The roof of Building 2 is of 8"x2.5" x 14 Ga. Z purlins at 5'-0" o.c.

The existing members as installed in Building 1 do not meet the required IBC-2018 loading requirements with sufficient capacity to carry the additional dead loads (as noted above) as imposed by the proposed solar array per the details below. This roof is not suitable for a solar load of 4-psf installed. The existing members as installed in Building 2 do not meet the required IBC-2018 loading requirements with sufficient capacity to carry the additional dead loads (as noted above) as imposed by the proposed solar array per the details below. This roof is not suitable for a solar load of 4-psf installed.

Installation of solar rack systems shall be as follows:

Each panel row shall be supported upon a mechanically anchored flat roof racking system. The racking is supported by a mounted base supporting the modules and aluminum rail system creating a unified mounting system and distribution of loading.

When installed per the above specifications the system shall not meet the required 110 MPH wind load and 40 PSF ground snow load (35# roof snow) requirements.

Should you have any further question or comment please feel free to contact our office.

Respectfully,

James A. Clancy
Professional Engineer
MD License # 31585

**APPLICATION FOR APPROVAL TO PARTICIPATE IN THE COMMUNITY
SOLAR ENERGY GENERATING SYSTEM PILOT PROGRAM**

BUCKSHEET NO.: IR-6223

MAIL LOG NO(S): 303654, 304796, 304834

GENERATING SYSTEM INFORMATION:

Applicant: Centennial AD 3 LLC

Affiliates: See Attachment A

Contact: Jenn Rist
234 Fifth Avenue, 2nd Floor
New York, NY 10001
917-821-7207
jrist@centennialgen.com

Type of generating station: Type A

Capacity (MWs): 0.720

Amount of Bond: \$35,000

Local electric utility:

- Baltimore Gas and Electric Company
- Delmarva Power and Light Company
- The Potomac Edison Company
- Potomac Electric Power Company

PROJECTS:

This application includes the following roof-top project:

Address	City	Zip	MWs	Category	Utility
19224 Longmeadow Road	Hagerstown	21742	0.720	LMI	PE

RECOMMENDED ACTION:

- Approve with certification number: 23A3036540006223.
- Deny.

Recommendation Date: September 13, 2023

Paige Shaw ABG
Paige Shaw, Regulatory Economist

dh for AM

Attachment A: Affiliated Subscriber Organizations

Name	S.O. Number
Centennial Generating Company, LLC	23A3019410005997

- 3E/AAA Offices
- Determined Cases
- Interim Cases
- Proposed Cases
- Supplemental Notices (17460-2)
- Circularized Cases
- Archives
- Load Archives
- Load Correspondence
- Search for Cases
- Search for Airports
- Local FAQs
- FAQs
- Turbine FAQs
- Stationary Review FAQs
- Notice Criteria Tool
- Notice Calculation Tool

FAA Account

- User Registration
- Actions

Information Resources

- Glossary
- Acronyms
- Administrative Policy
- Advisory Circulars
- Accuracy
- Outage Reporting
- Useful Links
- Aviation Contacts
- Airport Contacts
- Off-Airport Contacts

The requirements for filing with the Federal Aviation Administration for proposed structures vary based on a number of factors: height, proximity to an airport, location, and frequencies emitted from the structure, etc. For more details, please reference CFR Title 14 Part 77.9.

You must file with the FAA at least 45 days prior to construction if:

- your structure will exceed 200ft above ground level
- your structure will be in proximity to an airport and will exceed the slope ratio
- your structure involves construction of a traverseway (i.e. highway, railroad, waterway etc.) and once adjusted upward with the appropriate vertical distance would exceed a standard of 77.9(a) or (b)
- your structure will emit frequencies, and does not meet the conditions of the FAA Co-location Policy
- your structure will be in an instrument approach area and might exceed part 77 Subpart C
- your proposed structure will be in proximity to a navigation facility and may impact the assurance of navigation signal reception
- your structure will be on an airport or heliport
- filing has been requested by the FAA

If you require additional information regarding the filing requirements for your structure, please identify and contact the appropriate FAA representative using the Air Traffic Areas of Responsibility map for Off Airport construction, or contact the FAA Airports Region / District Office for On Airport construction.

The tool below will assist in applying Part 77 Notice Criteria.

* Structure Type: SOLAR | Solar Panel

Please select structure type and complete location point information.

Latitude: 39 Deg 41 M 7.476 S N

Longitude: 77 Deg 42 M 2.592 S W

Horizontal Datum: NAD83

Site Elevation (SE): 604 (nearest foot)

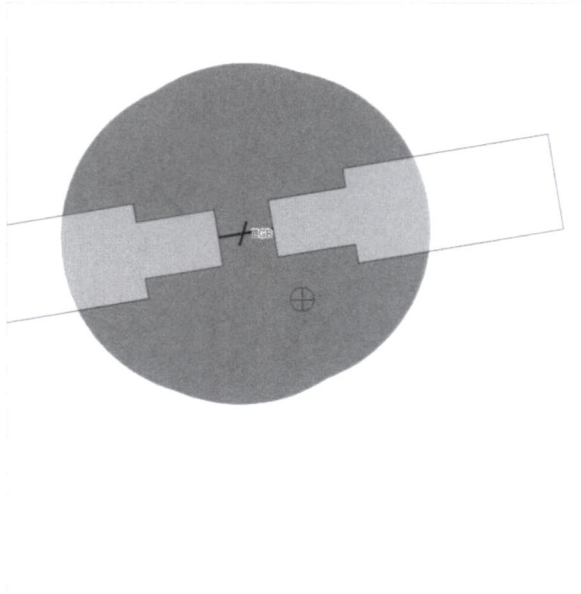
Structure Height: 12 (nearest foot)

Is structure on airport: No Yes

Submit

Results

You do not exceed Notice Criteria



Interconnection - Preliminary Approval

Project Name: Centennial AD 3 LLC

Facility Address: 19224 Longmeadow Road, Hagerstown, MD 21742

Application Number: GEN-CS-9158

This transmittal serves as:

- A Notification that the Company has received your application for the above account and system
- B Notification that the Company has not found any deficiencies with your application
- C Notification that your application has been conditionally approved for interconnection – see **Generation Study**

The subject interconnection application for the subject generating system has been conditionally approved for interconnection. Approval of your application is for operational purposes only. It is your responsibility to ensure compliance with any local, state or federal ordinances, statutes, regulations or other legal requirements. Any substantive changes to the proposed application must be approved by FirstEnergy prior to parallel operation.

Prior to interconnecting the generator with the company's electrical system, a completed Interconnection Agreement and Certificate of Completion, must be received and approved by FirstEnergy. Final approval to interconnect is contingent upon the Terms and Conditions of this Agreement, the return of a duly executed Certificate of Completion, verification of electrical inspection and successful witness test or EDC waiver thereof.

The requested information is complete and interconnection of the Customer-Generator Facility is approved contingent upon the Terms and Conditions of the Interconnection Agreement, the return of a duly executed Certificate of Completion, verification of electrical inspection and successful witness test or EDC waiver thereof.

The installation of the bidirectional meter, if applicable, will take place after the installation is complete & we have received the completed Interconnection Agreement, a completed Certificate of Completion, including evidence of having passed an electrical inspection for conformance with the provisions of the NEC and a completed Application for Service under the Net Energy Metering Rider where applicable. **Please remember the AC disconnect switch needs to be within 10 ft. of the meter within line of sight and accessible 24/7 to Potomac Edison.**

If you have any questions feel free to contact a member of our staff using the information provided below.

This Preliminary Approval is valid for (12) months from issuance. At that time, approval will be rescinded unless the applicant contacts the Company and demonstrates significant process toward completion of the project, as determined by the Company.

Thank you.
Potomac Edison Company

10802 Bower Avenue
Williamsport, MD 21795-3016
Attn: Interconnection Coordinator
Email: PE-MD_Interconnection@firstenergycorp.com

Web site: <https://www.firstenergycorp.com/feconnect/potomacedison/retail-md>.

Commercial Terms – Rooftop Lease Agreement

Effective Date	December 21, 2020	
Lease Commencement Date	Commercial Operation Date of the System	
Lessor	K&S Longmeadow, LLC	
Lessee	Centennial Generating Company LLC, its successors, affiliates and assigns	
Property	19224 Longmeadow Rd, Hagerstown, MD 21742	
Rent	Initial Term: [REDACTED]	
Utility	<input type="checkbox"/>	
Roof Condition (1.13c)		
Initial Term	Twenty (20) years starting on the Lease Commencement Date	
Extension Exercise Notice Deadline	90 Days	
Addresses for Notices	Lessee: Centennial Generating Company LLC 510 Fifth Avenue, 3 rd Floor New York, NY 10014 With a copy to:	Lessor: K&S Longmeadow, LLC With a copy to:

LESSOR CONTACT INFORMATION

Contact Name	
Email	
Phone	
Utility Account Number	
Closest Utility Pole Number	

ROOFTOP LEASE AGREEMENT

This ROOFTOP LEASE AGREEMENT (this “**Lease**”), specifically including the Commercial Terms preceding this page, is made as of Effective Date (the “**Effective Date**”), by and between Lessor (“**Lessor**”), and Lessee (“**Lessee**”). Lessor and Lessee may be referred to hereinafter individually as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

A. Lessor is the fee owner of certain real property as further described on Exhibit A attached hereto (the “**Property**”), upon which there is erected Building (the “**Building**”).

B. Lessee intends to install and operate a solar photovoltaic power generating facility (the “**Solar Facility**”) on the Building, for the purpose of generating and selling power to the Utility (“**Utility**”) under a power purchase or similar agreement (a “**PPA**”).

C. Lessee desires to lease from Lessor certain portions of the rooftop of the Building and portions of the Property, as more particularly described herein, in order to install, maintain and operate the Solar Facility, and Lessor desires to lease such portions to Lessee and to permit such installation, maintenance and operation on the terms and conditions herein contained.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

ARTICLE I. LEASE

1.1 Lease, Easements and License. Lessor does hereby grant to Lessee (i) a lease in accordance with the terms and conditions hereinafter set forth, the portion of the rooftop of the Building as more particularly described and depicted on Exhibit B attached hereto (the “**Site**”) for the purpose of constructing, installing, testing, inspecting, operating, maintaining, improving, removing, enlarging, supporting, repowering, replacing and securing the Solar Facility on the Site, and (ii) the following easements (collectively, the “**Easements**”), rights and licenses:

a. an easement for wires, transmission lines, telecommunications lines, utility lines, and conduit running from the Solar Facility to the electrical panel and other areas outside the Building on the Property, including the Utility’s interconnection and metering facilities, along with the right to make such penetrations in the roof and the roof structure of the Building as necessary in connection with the foregoing. Lessee will make every reasonable effort possible to install a system with little or no roof penetrations (Ballasted, Flush Mount with Fasteners), and will be responsible for any damage to the roof as hereinafter provided;

b. an easement for the free, unobstructed exposure to sunlight on the Site (to the extent within Landlord’s power using commercially reasonable efforts), and the exclusive right to convert the solar resources on the Site to electrical energy;

c. the right to trim and maintain trees and other vegetation on the Property so that the Site is exposed to no less than the same amount of sunlight during daylight hours as on the Effective Date; and

d. subject to the requirements of applicable law and Lessor's reasonable approval as to location and method of installation, Lessee shall have an irrevocable license to display reasonable signage for purposes of marketing and identifying Lessee (i) on the Property, during construction and installation of the Solar Facility therein, and (ii) on the Site and on any improvements on which the Solar Facility is located, during the term of this Lease.

1.2 Access. Lessor hereby grants an easement to Lessee for access by Lessee and its employees, agents, invitees, assigns, contractors and subcontractors (collectively, "**Lessee Personnel**"), and the Utility and its employees, agents, invitees, assigns, contractors and subcontractors (collectively, "**Utility Personnel**"), over, across, under and through the Property, including, without limitation, ingress to and egress from the Site across the Property, for the purpose of installing, testing, inspecting, operating, maintaining, improving, removing, enlarging, supporting, securing, repowering and replacing the Solar Facility and all necessary utility lines, transmission lines, telecommunication lines and conduits connecting the Solar Facility with the electrical and other systems serving the Property and the Utility. Without limiting the generality of the foregoing grant, the Utility Personnel shall have access to the disconnect switch of the Solar Facility for any reasonable purpose, and Lessor shall allow the Utility Personnel access to its equipment and facilities located or to be located on the Property. Notwithstanding anything to the contrary in this Lease, Lessor hereby grants, and shall permit, such access to the Site by Lessee Personnel and Utility Personnel twenty-four (24) hours a day, seven (7) days a week during the installation period and as needed for repairs. Lessee shall provide as much notice as possible prior to entering for repairs. Lessor shall execute such other grants, easements or customary documents as may be required to enable Lessee to exercise its rights hereunder, including the recordation thereof. Each Party shall be responsible for its own costs and expenses, including recording fees, associated therewith. Lessee shall exercise best efforts to prevent any of the Lessee Personnel, the Utility Personnel and the work being done by either of them from interfering with any other tenant or Landlord's use of the Property.

1.3 Maintenance of Access Ways. Lessor shall maintain all roads, parking lots, driveways, rights-of-way and walkways that are now or may be located on the Property necessary for ingress and egress to and from, and occupancy of, the Site. Lessee shall comply with speed limits and other reasonable rules established by Lessor with respect to such roads, parking lots and rights-of-way existing on the Property.

1.4 Development Period. The Development Period shall commence on the Effective Date and terminate on the Lease Commencement Date (the "**Development Period**") or the Termination Date (as hereinafter provided), if earlier. During the Development Period, and if applicable, the Initial Term, Lessor shall cooperate with (i) the performance of Tests, (ii) the obtaining by Lessee, at Lessee's expense, of all licenses and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities (collectively, "**Governmental Approvals**") and (iii) the securing by Lessee at Lessee's expense of all other leases, agreements, licenses and Permits or authorizations that relate to other Property or Premises collectively, "**Permits**", the satisfactory completion of all Tests, obtaining all Government Approvals and Permits are collectively referred to as the "**Prerequisites**". Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises. In the event that a utility company requires an easement in connection with Lessee's use of the Premises, Lessor shall grant such necessary easement to the utility company, provided that such easement is in a

commercially reasonable and recordable form and does not interfere with other tenant uses. In connection with the foregoing, Lessee shall reimburse Lessor for all governmental fees and expenses for the Governmental Approvals within thirty (30) days after written demand therefor. Lessee shall exercise best efforts to complete the Prerequisites as promptly as possible and shall update Landlord at least monthly as to the status. Either Party may terminate this Lease Agreement upon notice, without further liability to the other Party, if the State of Maryland does not approve the grant application submitted in December 2020.

1.5 Lease Term. The term of this Lease shall be for a term commencing on the Lease Commencement Date and continuing for the Initial Term (the “**Initial Term**”) unless such term is otherwise terminated in accordance with this Lease.

1.6 Extension Options. Lessee shall have the option to extend the Initial Term for three (3) additional and successive five (5) year periods, (each an “**Extension Term**”) beginning on the day following the expiration of the then-current Term (each an “**Additional Extension Term**”), by giving notice (the “**Extension Exercise Notice**”) to Lessor not less than ninety (90) days prior to the Expiration Date, and without the requirement of any further action on the part of either Lessor or Lessee.

1.7 Consideration and Payments. In consideration for the grant of the Lease and Easements, Lessee shall pay to Lessor Rent (the “**Rent**”), which amount shall be:

a. The Upfront Payment within thirty (30) calendar days of approval of the grant from the State of Maryland. For the avoidance of doubt, if the grant is not received, then the Upfront Payment shall not be due.

1.8 Annual Rent shall be payable within thirty (30) calendar days commencing on the Lease Commencement Date and thereafter on each anniversary of the Lease Commencement Date (during the Initial Term and any Extended Term as provided on Page 1). For any partial year after the Lease Commencement Date, the Rent shall be prorated for the actual time within such calendar year that this Lease was in effect (with any additional payment required upon the exercise of any lease extension) .

1.9 Interconnection Shutdown. Lessor acknowledges the interconnection of the Solar Facility may require a temporary shutdown of electrical service to each distribution circuit on the Property being used by the Solar Facility (collectively, the “**Shutdown**”). The Shutdown may be required for a period not exceeding three (3) hours. Lessee will use best efforts to schedule the Shutdown to minimize impact on Lessor’s and any Tenant’s (as defined) operations.

1.10 Security of Solar Facility. Lessor and Lessee shall cooperate in the implementation of reasonable measures for the security of the Solar Facility. Lessor shall provide for physical security of the Building and shall take such other reasonable measures to prevent access to the Site by Tenants and other third parties.

1.11 Laydown Area; Storage; Building Access. Prior to (for a period of two weeks) and during construction of the Solar Facility, Lessor shall provide (a) a site reasonably acceptable to Lessee in close proximity to the Site for the storage, use and assembly of equipment and materials to construct, erect and install the Solar Facility, (b) adequate and reasonably convenient space on or adjacent to the Site for the safe and efficient operation of one or more cranes and similar equipment, and (c) parking spaces on the Property, electric power, and access to working restrooms (or portable restrooms) on the Property for use by Lessee and its employees, agents, invitees, assigns, contractors, subcontractors and Utility

personnel working at or visiting the Site for the purposes hereunder. Following completion of construction of the Solar Facility, Lessee shall remove from the Property its equipment, rubbish, implements and surplus materials, and return the Property to the same condition as existed prior to the solar site construction.

1.12 Title to Solar Facility. During the term of this Lease, Lessee shall retain title to, and be the legal and beneficial owner of, the Solar Facility at all times notwithstanding that the Solar Facility shall be installed on the roof of the Building. Lessor hereby acknowledges and agrees that Lessor has no ownership interest in the Solar Facility and that Lessee is the exclusive owner thereof. Lessee shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to the Solar Facility in order to protect its rights in the Solar Facility. The Solar Facility shall, at all times, retain the legal status of Lessee's personal property as defined under the Uniform Commercial Code as in effect in [____]. Lessor covenants that it shall use commercially reasonable efforts to place all persons having an interest in or lien upon or related to the Property and/or the Building on notice of the ownership of the Solar Facility and the legal status or classification of the Solar Facility as personal property. If there is any mortgage or fixture filing against the Property and/or the Building or any portion thereof that could be construed as prospectively attaching to the Solar Facility as a fixture of the Property, Lessor shall provide to Lessee a disclaimer, release or Subordination, Non-Disturbance and Attornment ("SNDA") reasonably acceptable to both Parties from any such mortgagee or person making a fixture filing on the Property. As the fee owner of the Property, Lessor consents to the filing of a disclaimer of the Solar Facility as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of the Property. In the event of any assessment against the Solar Facility (even if included in the real property assessment of the Property) Lessee shall be responsible for any resulting tax.

1.13 Energy and Environmental Attributes. Notwithstanding the Solar Facility's presence on the Building, Lessee shall own (and to the extent otherwise accrued to the Lessor, Lessor shall irrevocably assign to Lessee) and may assign or sell in its sole discretion, all right, title and interest associated with or resulting from the development and installation of the Solar Facility or the production, sale, purchase or use of the electrical energy output of the Solar Facility, including, without limitation, all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the environmental attributes of the Solar Facility or the energy output of the Solar Facility, further including, without limitation, green tags, renewable energy credits, tradeable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under incentive programs offered by the [____] and the right to claim federal income tax credits under Section 45 and/or 48 of the Internal Revenue Code.

1.14 Building Maintenance and Repairs.

a. Lessor shall be responsible for the structural maintenance and upkeep of the Building including the roof, provided that Lessor shall not be responsible for the maintenance and upkeep of the Solar Facility or any roof penetrations made by Lessee in connection with the installation of the Solar Facility. Lessee shall be responsible for any repairs to the roof resulting from the installation, operation and/or maintenance of the Solar Facility.

b. If, during the Term, Lessor desires to perform maintenance work to Lessor's equipment located on the roof of the Building or repair or replace the roof of the Building (collectively, "**Maintenance Work**"), Lessor shall provide at least ten (10) days' written notice to Lessee of Lessor's intention to perform Maintenance Work, except in the case of emergency Maintenance Work in which case Lessor shall give as much notice as possible under the circumstances. Lessor acknowledges that the only inducement for the Lessee entering into this Lease is to install the Solar Facility. Removing all or a portion of the Solar Facility for purposes outside of the Lessee control will result in lost revenue. If the Solar Facility or any part thereof must be temporarily removed to accommodate the Maintenance Work, such removal and reinstallation shall be performed by Lessee at Lessor's sole expense. Lessor agrees to inform Lessee as soon as reasonably possible if Lessor discovers that the Building is not in compliance with the requirements of state and local law and applicable building codes or if Lessor becomes aware that the roof and walls of the Building may or will not support the weight of the Solar Facility.

c. Lessor hereby represents and warrants by selecting one of the following three options in the Commercial Terms section on page one of the Lease ("Roof Condition") that (i) the roof of the Building [was installed by, and] is under warranty with Roofing Company (the "Roofing Company") and Lessor shall deliver a copy of the Roofing Company's warranty to Lessee within ten (10) days after the Effective Date, or (ii) needs new roof (iii) that there is no existing roof warranty.

d. If the roof of the Building is under warranty, Lessee agrees, when installing or altering the Solar Facility, to ensure that the roof warranty is not impaired or voided by the installation or alteration of the Solar Facility. Lessee, with Lessors's participation as necessary, shall use commercially reasonable efforts to obtain a written confirmation from the Roofing Company following such installation or alteration that the roof warranty is retained and remains in full force and effect. Upon delivery to Lessor of such written confirmation, Lessor shall be precluded from asserting claims against Lessee that the roof warranty is voided or impaired as the result of the installation or alteration of the Solar Facility, subject to any terms or conditions set forth in such written confirmation. If, however, the roof warranty is voided or impaired due to Lessee's installation or alteration of the Solar Facility, the Lessee shall be responsible for any cost and expenses incurred by Lessor that would have otherwise been covered by the voided or impaired roof warranty. If the roof of the Building is not under warranty, Lessee shall be liable to Lessor only to the extent that the roof penetrations made by Lessee in connection with installation of the Solar Facility creates material structural damage to the roof, reasonable wear and tear excepted.

1.15 In the event the Development Period has continued for more than twelve (12) months after the Effective Date without commencement of construction, Lessor shall have the right to terminate this Lease upon written notice to Lessee and the Lease shall be of no further force and effect. Such date is referred to herein as the "Termination Date".

ARTICLE II. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Authority to Execute. Lessor and Lessee each hereby respectively represent and warrant to the other Party that it has full right, power and authority to execute and enter into this Lease.

2.2 Obstruction or Interference.

a. Lessor shall not take or allow any action, or shall forego taking or allowing any action, that could interfere with the continued operation of the Solar Facility and uninterrupted

production of energy therefrom during the term of this Lease, including, without limitation: (i) constructing structures, facilities or planting trees or vegetation of any type, or allowing any trees or other vegetation on the Property to grow in a manner, that cast a shadow, or that interfere, or could reasonably interfere, with the free, unobstructed exposure to sunlight, on the Site, (ii) initiating or conducting activities, in each case that may cast a shadow on the Solar Facility or otherwise adversely affect the Solar Facility's full and free exposure to sunlight during daylight hours, or (iii) otherwise interfere with the Easements. Upon Lessee's request and notwithstanding Section 1.1(c), Lessor shall remove any trees, brush or other items that Lessee reasonably determines will interfere with the Solar Facility.

b. Further, to the extent within Lessor's control, Lessor shall not permit to be constructed any structure on any adjacent land that may cast a shadow on the Solar Facility or otherwise adversely affect the Solar Facility's full and free exposure to sunlight during daylight hours. If applicable law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Solar Facility, then Lessor and Lessee, at Lessee's request and expense, shall work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Solar Facility. Such easements shall run for the benefit of both Lessor and Lessee.

c. Lessor shall protect Lessee's rights of quiet enjoyment as provided in this Lease from and against interference by all those claiming by, through or under Lessor.

2.3 Liens. Lessee shall not suffer or permit any mechanics', laborers', or materialmans' lien to be filed against the Property or any part thereof by reason of work, labor, services, or materials requested and supplies claimed to have been requested by Lessee; and if any such lien shall at any time be so filed, Lessee shall cause it to be canceled and discharged of record (by bonding or otherwise), within thirty (30) days after the filing thereof, and Lessee shall indemnify and hold harmless Lessor from any loss incurred in connection therewith. Notwithstanding the Solar Facility's presence on the Site, Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', laborer' or materialmans' lien), charge, security interest, encumbrance or claim on or with respect to the Solar Facility or any interest therein, or Lessee's leasehold interest in the Site. Lessor shall advise any potential mortgagee of the status of the Solar Lease pursuant to the terms of this Lease; and if such lien shall at any time be so filed, Lessor shall use commercially reasonable efforts to cause it to be canceled and discharged of record (by bonding or otherwise), within thirty (30) days after the filing thereof, and Lessor shall indemnify and hold harmless Lessee from any loss incurred in connection therewith.

2.4 Taxes. Lessor shall promptly pay any taxes, assessments, charges or fees of whatever type of any relevant government authority directly related to the Property and the Building. Lessee shall promptly pay or reimburse Lessor, as applicable, any taxes, assessments, charges, or fees, directly attributable to its use of the Property including any taxes chargeable with respect to the Solar Facility.

2.5 Title; Interference; Leasehold Title Policy.

a. Lessor hereby represents and warrants that (i) it holds lawful title in fee simple to the Property and the Site, (ii) no other person has rights to use or occupy the Site and Lessee may peacefully have, hold and enjoy the Site and the access thereto in accordance with the terms herein, and (iii) except for this Lease and the leases and other encumbrances listed on Schedule 2.5 hereto ("**Existing Rights**"), there are no other leases or other interests in the Property or the Building, and the Lessor has provided the Lessee true, correct and complete copies of the Existing Rights. To Lessor's knowledge, there

are no circumstances, including, without limitation, commitments to third parties, that may damage, impair or otherwise adversely affect the Solar Facility or its function (including mortgages or liens, or activities that may adversely affect the Solar Facility's exposure to sunlight) or Lessee's rights hereunder. Lessor shall not conduct maintenance, repairs or other activities on any portion of the Property that are reasonably likely to damage, impair or otherwise adversely affect the Solar Facility or its function except as provided in 1.14.

b. Lessor shall exercise reasonable efforts to obtain a Subordination Non-disturbance and Attornment agreement ("**SNDA**") reasonably acceptable by both Parties from any holder of a mortgage, deed of trust or other monetary lien against the Property or the Building (each, a "**Creditor**"), as well as from each of the counterparties to any other of the Existing Rights ("**Existing Tenants**"), and shall exercise commercially reasonable efforts to obtain a SNDA from any third party who may in the future obtain an interest in the Property or Building ("**Future Tenants**", and together with Existing Tenants, "**Tenants**"), which agreement shall, among other reasonable requirements: (i) acknowledge and consent to Lessee's rights hereunder, (ii) acknowledge that the third party has no interest in the Solar Facility and shall not gain any interest in the Solar Facility, and (iii) covenant not to interfere with Lessee's quiet enjoyment of its rights granted in this Lease. Further, Lessor shall not permit any invitees, third parties under its control, any Creditor, or Tenants to interfere with the operation of the Solar Facility. In addition to the foregoing, after the Effective Date, Lessor shall not grant an interest in the Property or Building to any third party unless such grantee is advised of the terms of this Lease.

c. Lessor's agreements with Tenants of the Building or Property (except for Lessee) shall, to the extent reasonably possible as to existing tenants, include terms (which, for Existing Tenants, may consist of a set of new rules to be distributed to such tenants in a written notice and acknowledged and agreed to by such tenants) restricting the Tenants from obstructing or interfering with Lessee's quiet enjoyment and use of the Site. Lessor shall enforce the terms of the leases or agreements (and/or notices) in a commercially reasonable manner in the event any Tenant violates such restrictions, and notwithstanding anything herein to the contrary, Lessor shall be responsible all costs, expenses and damages incurred by Lessee in connection with such violation by such Tenant and shall be liable hereunder for all acts of any Tenant that would breach the terms hereof if such act were by Lessor.

d. Lessee shall have the right to obtain a title report or commitment for a leasehold policy from a title company of its choice. If, in the reasonable opinion of Lessee, such title report identifies any defects of title or any liens or encumbrances that materially and adversely affect Lessee's use of the Property or the Site, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor without any liability to Lessor. Lessor shall cooperate with Lessee at no cost to Lessor to enable Lessee to obtain a standard policy of title insurance insuring the Lease granted hereunder (including such endorsements as Lessee shall reasonably request).

2.6 Hazardous Substances.

a. Lessor hereby asserts that, except as to products brought to the Property by Lessee, or any Tenant to the extent used in a lawful manner, there are no Hazardous Substances (as defined) present on, in, under or about the Property. Lessor shall not introduce or use any Hazardous Substances on, in or under the Property in violation of any applicable law or regulation. If a Party becomes aware of any Hazardous Substances on the Property, such Party shall promptly notify the other Party in writing of the type and location of such Hazardous Substances. Lessor shall (a) promptly remove, clean-up, encapsulate, monitor or treat Hazardous Substances on the Property as required by applicable law,

and (b) indemnify and hold harmless Lessee and its successors and assigns and their respective directors, officers, members, shareholders, employees and agents (collectively, "**Lessee Indemnified Parties**") from and against any and all losses incurred by Lessee Indemnified Parties to the extent arising from or out of any claim for or arising out the discovery or release of Hazardous Substances on the Property, provided however, that Lessor shall not be required to reimburse or indemnify the Lessee Indemnified Parties for any loss to the extent such loss is due to the introduction of Hazardous Materials to the Property by Lessee or negligence or willful misconduct of the Lessee Indemnified Parties in releasing Hazardous Substances.

b. Lessee shall not cause, suffer or allow any Hazardous Substances to be used, generated or stored on, under or at the Property without first receiving the Lessor's prior written consent, which may be withheld in Lessor's sole discretion, provided, however, that Lessee may store and use at the Property oil and such other Hazardous Substances as are customarily used to construct and maintain the Solar Facility, so long as the same are stored, used and disposed of in compliance with applicable law and applicable permits and the location of any storage is approved by Lessor, such approval not to be unreasonably withheld or delayed. Any Hazardous Substances stored or used at, or transported to or from, the Site by Lessee, must be done in compliance with applicable law and applicable permits. Lessee shall (a) promptly remove, clean-up, encapsulate, monitor or treat Hazardous Substances on the Property for which it is responsible, as required by applicable law, and (b) indemnify and hold harmless Lessor and its successors and assigns and their respective directors, officers, members, shareholders, employees and agents (collectively, "**Lessor Indemnified Parties**") from and against any and all losses incurred by Lessor Indemnified Parties to the extent arising from or out of any claim for or arising out the discovery or release of Hazardous Substances on the Property for which Lessee is responsible, by Lessee.

c. "**Hazardous Substances**" mean any flammable explosive or radioactive material, petroleum or petroleum product, asbestos or asbestos containing material or any "toxic substance," "pollutant," "contaminant," "hazardous material," "hazardous substance," "hazardous waste," or words of similar import, as defined under any applicable law, whether currently existing or enacted after the Effective Date, concerning health or safety, natural resources, or the environment, or the use, generation, transport, treatment, release, removal, or recovery of such substances.

2.7 Insurance. Lessor and Lessee shall maintain insurance in accordance with Schedule 2.7 hereto during the Term.

2.8 Damage. Lessor will advise Lessee promptly upon observing any damage to the Solar Facility. If the Site is damaged or destroyed by fire or casualty, Lessor shall proceed with due diligence to restore the Site to its former condition or provide an alternate site for reconstruction of the Solar Facility pursuant to Section 2.9.

2.9 Cooperation/Estoppel. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section. From time to time, upon written request by Lessee (or its lenders), Lessor shall promptly provide an estoppel certificate attesting to Lessee's compliance with the terms of this Lease or such other matters as reasonably requested.

2.10 No Default. Lessor hereby represents and warrants that execution and delivery of this Lease, and performance of its obligations hereunder, will not violate, breach or constitute a default (with

or without giving of notice of lapse of time or both) under any agreement to which Lessor or is party or by which its properties or assets may be affected.

2.11 Use of the Property and Site, Maintenance of Solar Facility. Lessee shall, at Lessee's expense, comply with all laws and regulations applicable to the Site and Lessee's installation and operation of the Solar Facility and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to use the Site as described in Section 1.1. Lessee shall indemnify Lessor from any claims, if any, against Lessor arising from a failure by Lessee to obtain any such permit or approval for the System. Lessor shall reasonably cooperate with Lessee in connection with Lessee obtaining such permits or approvals. Lessee shall maintain the Solar Facility in good condition and repair, reasonable wear and tear and damage caused by fire or other casualty excepted.

ARTICLE III. ASSIGNMENT AND ENCUMBRANCES

3.1 Assignment. Lessee shall only be permitted to assign its rights, duties or obligations under this without consent from Lessor, under the following conditions: (i) to a Financing Party, (ii) to one or more of its Affiliates of equal or greater creditworthiness as Lessee, (iii) to one or more third parties in connection with a collateral assignment of rights, mortgage, pledge or otherwise, (iv) to any Person or entity of equal or better creditworthiness succeeding to all or substantially all of the stock or assets of Lessee, provided that such assignee can provide reasonable evidence of its financial and technical wherewithal to perform the obligations of assignor, or (v) to a successor entity in a merger or acquisition transaction. An assignment by either Party in accordance with this Section 3.1 shall relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

a. A Financing Party shall have the right, but not the obligation, at any time prior to the termination or exercise of any other remedy, to pay any or all amounts due from Lessee hereunder and to do any other act or thing required of Lessee as necessary to cure any Lessee default and to prevent the termination of this Lease or the exercise of any other remedy. Financing Party shall be entitled to a minimum of an additional ten (10) days to cure a monetary default if Lessee fails to cure within Lessee's cure period, and an additional thirty (30) days to cure a non-monetary default.

3.2 Condemnation. The Parties agree that should the Site, or such portion of the Site or the Property as will make the Site unusable for the purposes herein, be taken or condemned by competent authority for public or quasi-public use, then this Lease shall terminate from the date when possession of the part so taken shall be required. All compensation awarded for the taking of the Solar Facility (which if not identified shall be the percentage of the condemnation award for the Building equal to the market value of the Solar Facility divided by the market value of the Building or Site condemned) shall belong to and be the property of Lessee.

ARTICLE IV. DEFAULT, REMEDIES AND INDEMNIFICATION

4.1 Default; Remedies. If either Lessor or Lessee breaches this Lease, the non-breaching Party shall have all rights and remedies available to such non-breaching Party at law and in equity (including, without limitation, following a breach by Lessor, Lessee's right to recover actual damages from Lessor equal to the amount of any lost revenue to the extent resulting from lost production from the Solar Facility arising as a result of or in connection with a breach by Host hereunder), provided each

Party's right to terminate this Lease shall only be as set forth in Sections 4.2(a) and 4.2(b), as applicable. In consideration of the investment being made by Lessee in reliance on the provisions herein, including, without limitation, Sections 1.1, 1.2 and 2.2, Lessee shall have the special remedy of specific enforcement with respect to Lessor breaches of this Lease that adversely affect the operation of the Solar Facility.

4.2 Termination.

a. **Lessee's Right to Terminate.** In addition to its other termination rights herein, Lessee shall have the right to terminate this Lease at any time prior to Commencement Date, effective upon thirty (30) days' written notice to Lessor from Lessee.

b. **Lessor's Right to Terminate.** Lessor shall have the right to terminate this Lease if (i) a material default in the performance of Lessee's obligations under this Lease shall have occurred and remains uncured, (ii) Lessor notifies Lessee and each Financing Party in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default. (iii) the Financing Party fails to cure such default during the additional cure periods specified in Section 3.2(a).

4.3 Removal Following Termination. Within ninety (90) days following the date of termination of this Lease as provided herein, Lessee shall remove the Solar Facility and surrender the Site in good order and repair at Lessee's cost, reasonable wear and tear, casualty, and condemnation excepted, and Lessor hereby grants Lessor and its representatives reasonable access across the Property to the Site as set forth in Section 1.2 for purposes of decommissioning and removing the Solar Facility. If Lessee fails to remove any portion or all of the Solar Facility within the required time period, such portion of the Solar Facility shall be considered abandoned by Lessee and Lessor may, upon notice to Lessee, remove the Solar Facility from the Site and Property and dispose of it in Lessor's sole discretion. In such event, if Lessor removes the Solar Facility at Lessor's expense, Lessee shall reimburse Lessor for all costs of removing the Solar Facility as required by this Lease, less the actual unencumbered salvage value received by Lessor, within thirty (30) days after receipt of the invoice from Lessor. Notwithstanding the foregoing and in addition to any other remedies available hereunder, if this Lease terminates following a default of Lessor, Lessor shall reimburse Lessee for all costs incurred in removing the Solar Facility within thirty (30) days after receipt of an invoice for such costs from Lessee.

4.4 Indemnification. Each Party (each, in such case, an "**Indemnifying Party**") shall indemnify, defend and hold the other Party and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an "**Indemnified Party**") harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees) including, but not limited to, those arising out of property damage and personal injury and bodily injury (including death, sickness and disease) (collectively, "**Losses**") to the extent caused by the Indemnifying Party's (a) breach of any material obligation, representation or warranty contained herein and/or (b) negligence or willful misconduct; provided, however, that the Indemnifying Party shall not be obligated to indemnify the Indemnified Party to the extent such Losses arise out of the fraud, gross negligence or willful misconduct of the Indemnified Party. The provisions of this paragraph shall survive the termination of this Lease.

4.5 LIMITATION. EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT (including, without limitation, in Sections 2.9 and 4.1) OR EXCEPT IN CONNECTION WITH SECTION 4.4, NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS

FOR ANY SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**ARTICLE V.
MISCELLANEOUS**

5.1 Notices. Except as otherwise specified herein, all notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or by overnight courier service, or three (3) calendar days after being mailed by registered mail, return receipt requested, to a Party at the address set forth by its signature (or to such other address as such Party may have specified by notice given to the other Party pursuant to this Section 5.1).

5.2 Severability. Should any provision of this Lease for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Lease had been executed without the invalid portion.

5.3 Amendments; Waiver. No modification of this Lease shall be effective except by written amendment executed by the Parties. The failure of a Party to enforce any of the provisions of this Lease, or the waiver thereof, shall not be construed as a general waiver or relinquishment by such Party of such provision in any other instance or of any other provision in any instance.

5.4 Counterparts. This Lease may be executed in counterparts and each shall have the same force and effect as the original. This Lease may be delivered by electronic means in .pdf format, and any counterpart so delivered shall be treated for all purposes as an original.

5.5 Force Majeure. Except as otherwise specifically provided in the Lease, neither Party shall be considered in breach of the Lease or liable for any delay or failure to comply with the Lease (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 33 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right, but not the obligation, to terminate the Lease upon ninety (90) days' prior notice to the other Party without penalty or further liability. If at the end of such ninety (90) day period such Force Majeure Event continues and the material obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Lease shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Lease pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Lease shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.

"Force Majeure Event" means, when used in connection with the performance of a Party's obligations under this Lease, any events or circumstances beyond the affected Party's reasonable control that arise

after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party's performance of its obligations under this Agreement. To the extent the foregoing requirements are met, Force Majeure Event may include but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law or Solar Program Incentives after the Effective Date (other than acts of Governmental Authorities in response to a Party's failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

5.6 Incorporation; Entire Agreement. This Lease (including all schedules and exhibits attached hereto) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements, written or oral, between the Parties concerning such subject matter.

5.7 Third Party Beneficiaries. Nothing in this Lease shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Lease shall not be construed as a third party beneficiary contract.

5.8 Successors and Assigns; Recordation. This Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and permitted assigns. This Lease is intended to constitute a covenant that runs with the land, such that any purchaser, lessee, or other assignee of any of Lessor's interest in the Property shall take such interest subject to this Lease. Lessor consents to and hereby appoints Lessee as its attorney in fact for the purpose of recording a memorandum of this Lease (in the form attached hereto as Exhibit C) in the land registry or title records of the county where the Property is located or other applicable government office. Lessor hereby consents to such recordation and the recordation of the interest of an assignee of this Lease.

5.9 Survival. Any provision(s) of this Lease that expressly or by implication comes into or remains in full force following the termination or expiration of this Lease shall survive the termination or expiration of this Lease.

5.10 Governing Law. This Lease shall be governed by and construed in accordance with the internal laws of the [] applicable to agreements made in and to be wholly performed in such state, without regard to principles of conflicts of laws.

5.11 Confidentiality. Lessor shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to this Lease, including, without limitation, (a) the financial and other terms and conditions of this Lease, (b) Lessee's site design and Solar Facility design, methods of operation, and methods of construction and (c) power production of the Solar Facility. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others, provided that Lessor may disclose such information to potential purchasers of the Property, consultants, financial services providers or lenders, retained experts, lawyers or other professionals who receive such information after agreeing in writing to keep such information strictly confidential as provided herein. The provisions of this Section 5.10 shall survive the expiration of this Lease for five (5) years.

[Signatures appear on the following page]

The Parties have caused this Lease to be duly executed as of the day and year first above written.

LESSOR:

K&S Longmeadow, LLC


By:  _____

Name: Adam Khosh

Title: Member

LESSEE:

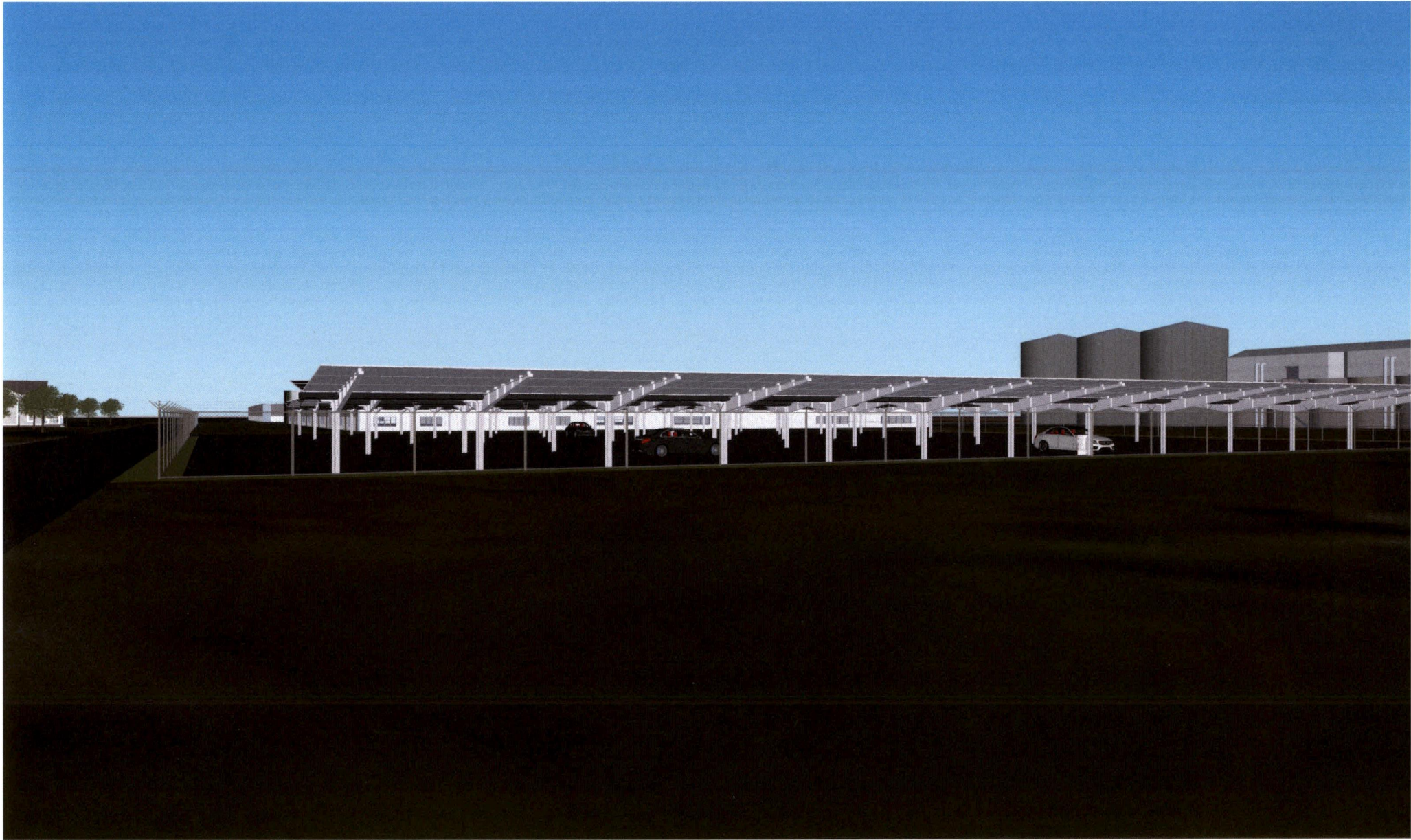
Centennial Generating Company LLC

By:  _____

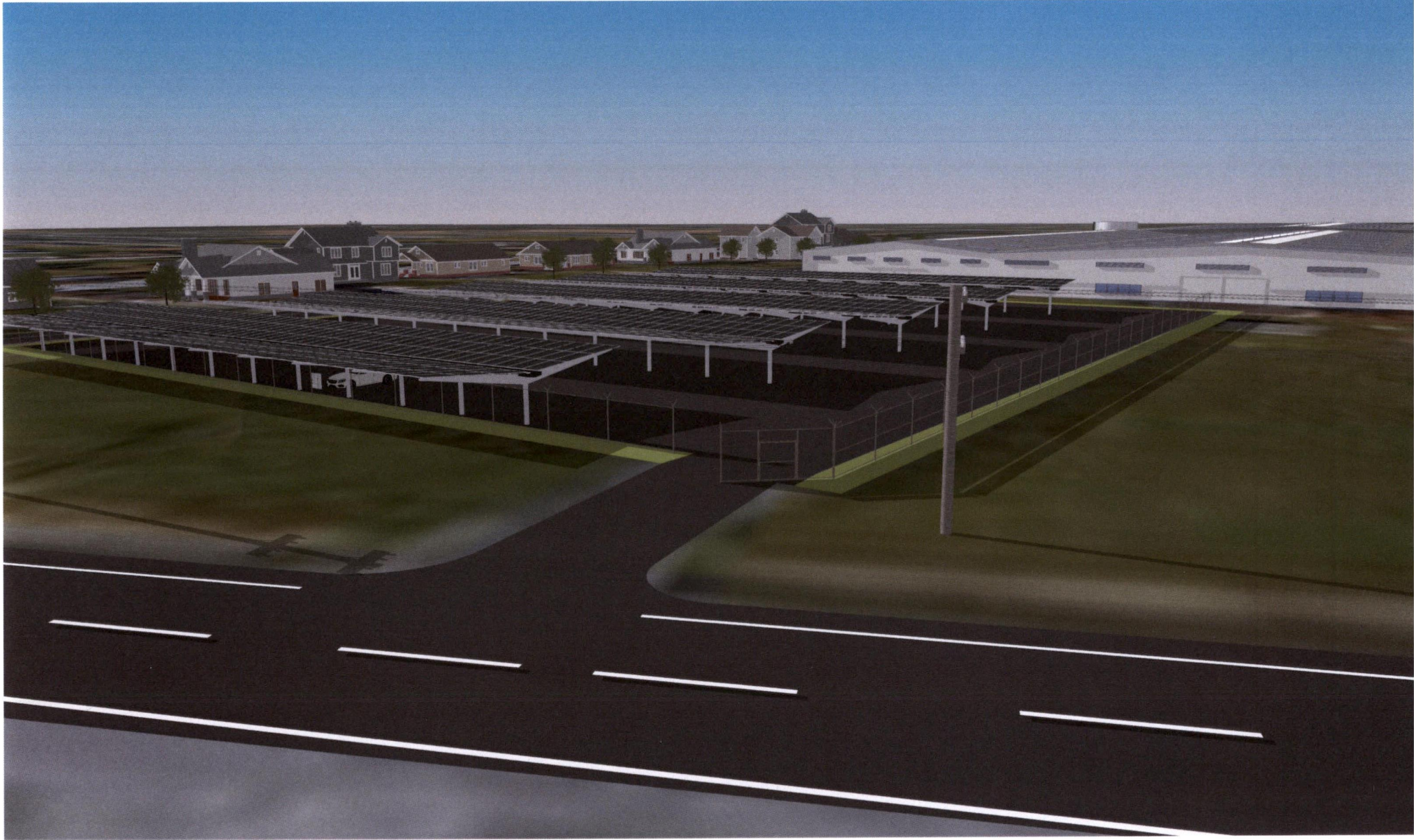
Name: David Frenkil

Title: Managing Director







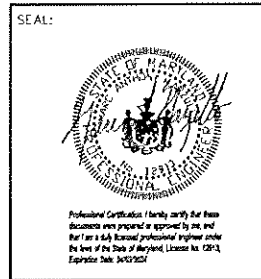




COMMUNITY SOLAR INSTALLATION LONGMEADOW SOLAR PROJECT 19224 LONGMEADOW ROAD HAGERSTOWN, MD 21742

CONDITIONAL USE PERMIT DRAWINGS

SUBMITTALS		
DATE	DESCRIPTION	REV.
12-15-23	CLP REVEY	



BUILDING CODES

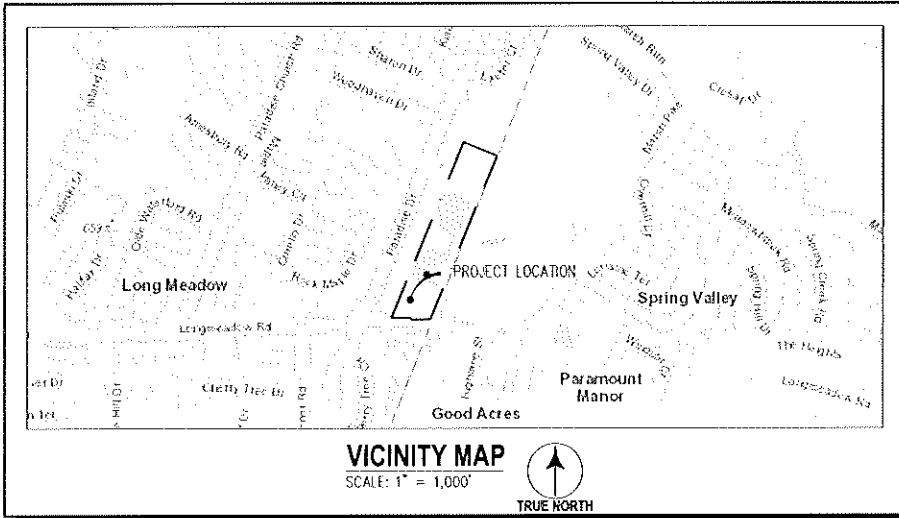
2018 INTERNATIONAL BUILDING CODE
2017 NATIONAL ELECTRIC CODE
2018 INTERNATIONAL FIRE CODE

ARRAY SUMMARY

PV MODULE MANUFACTURER: VSUN
PV MODULE MODEL: VSUN540-144EMH-DC
PV MODULE SIZE: 68.8" X 44.6" X 1.4"
PV MODULE WEIGHT: 71.65 LBS EACH (2.61 PSF)
PV MODULE POWER CHARACTERISTICS: 540W NOMINAL POWER
NUMBER OF MODULES: 1,802 PANELS
CARPORT STRUCTURE MANUFACTURER: SOLAR MOUNTS, LLC
CARPORT STRUCTURE TYPE: T-FRAME SOLAR CARPORT CANOPY

SYSTEM SUMMARY

INTERCONNECTION UTILITY: FIRST ENERGY MARYLAND
DC SYSTEM SIZE: 865.1 KW DC
AC SYSTEM SIZE: 720.0KW AC (1.2 DC:AC RATIO)
PV DC-AC MANAGEMENT: 12 CPS SC660KTL-00/US-450



SYMBOLS AND ABBREVIATIONS

ADJ	ADJUSTABLE	MECH	MECHANICAL	◆	SPOT ELEVATION
APPROX	APPROXIMATE	MFR	MANUFACTURER	℄	CENTERLINE
CAB	CABINET	MGB	MAIN GROUND BAR	⊞	PLATE
CLG	CEILING	MN	MINIMUM	⊞	DETAIL NUMBER SHEET NUMBER
CONC	CONCRETE	MTL	METAL	—G—	GROUND WIRE
CONT	CONTIGUOUS	NC	NOT IN CONTRACT	□	PV SOLAR PANEL
CJ	CONSTRUCTION JOINT	NTS	NOT TO SCALE		
DIA	DIAMETER	OC	ON CENTER		
DWG	DRAWING	GPP	OPPOSITE		
EGB	EQUIPMENT GROUND BAR	PSF	POUNDS PER SQUARE FOOT		
EA	EACH	SF	SQUARE FOOT		
ELEC	ELECTRICAL	SHT	SHEET		
EL	ELEVATION	SM	STAINLESS STEEL		
EQ	EQUAL	SS	STAINLESS STEEL		
EQUIP	EQUIPMENT	STL	STEEL		
EXT	EXTERIOR	TOC	TOP OF CONCRETE		
FF	FINISHED FLOOR	TCM	TOP OF MASONRY		
GA	GAGE	TOS	TOP OF STEEL		
GALV	GALVANIZED	TYP	TYPICAL		
GB	GROUND BAR	VF	VERIFY IN FIELD		
GC	GENERAL CONTRACTOR	URN	UNLESS OTHERWISE NOTED		
CSND	GROUND	W/F	WELDED WIRE FABRIC		
LG	LONG	W/	WITH		
LH	LONG LEG HORIZONTAL	&	AND		
MAX	MAXIMUM	0	AT		



SHEET INDEX

- T-1 TITLE SHEET
- C-1 OVERALL SITE PLAN
- C-2 PROPERTY ADJOINERS LIST
- C-3 PARTIAL SITE PLAN - EXISTING CONDITIONS
- C-4 PARTIAL SITE PLAN - NEW WORK PARKING LEVEL
- C-5 PARTIAL SITE PLAN - NEW SOLAR CARPORT LAYOUT
- C-6 SOLAR CARPORT ELEVATIONS
- C-7 SOLAR CARPORT DETAILS

PROJECT DESCRIPTION

PROJECT DESCRIPTION:
THIS PROJECT IS FOR THE INSTALLATION OF (5) CARPORT SOLAR PANEL T-FRAME STRUCTURES SUPPORTING A TOTAL OF 1,802 PHOTOVOLTAIC PANELS LOCATED IN THE EXISTING PARKING LOT OF THE SUBJECT PROPERTY. CARPORT STRUCTURE 1 IS 22'-9" LONG AND 44'-1" WIDE AND SUPPORTS 354 PHOTOVOLTAIC PANELS. CARPORT STRUCTURES 2,3,4 AND 5 ARE 19'-5" LONG AND 44'-1" WIDE AND SUPPORT 312 PANELS EACH. THE EXISTING PARKING LOT WILL BE RESURFACED AND RESTRIPPED AFTER THE SOLAR CARPORT STRUCTURES AND SOLAR PANELS ARE INSTALLED.

PROJECT INFORMATION

PROPERTY OWNER: KS LONGMEADOW LLC 6615 REISTERSTOWN ROAD, STE 203C BALTIMORE, MD 21215	JURISDICTION: WASHINGTON COUNTY PROPERTY INFO: DEED REF: 02648/09171 ACCOUNT ID: 27-019106 MAP/ORD: 0025/ 0013 CURRENT ZONING: IC USE: COMMERCIAL/TELECOMMUNICATIONS
APPLICANT: CENTENNIAL GENERATING COMPANY 234 FIFTH AVENUE, 2ND FLOOR NEW YORK, NEW YORK 10001 ATT: US, JENI BOST 1-410-245-1988 DIRECTOR - PROJECT DEVELOPMENT	ENGINEER: ENTREX COMMUNICATION SERVICES, INC. 6100 EXECUTIVE BOULEVARD, SUITE 430 ROCKVILLE, MARYLAND 20852 ATT: MR. MARC A. MARZULLO, PE 301-275-9741 PRESIDENT

PROJECT NO: 1067.209
DESIGNER: R.S.
ENGINEER: M.M.

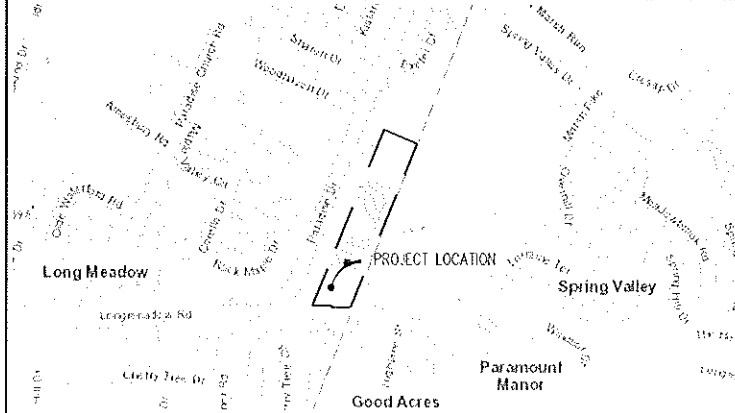
SCALE:
SCALE AS NOTED

**LONGMEADOW SOLAR
19224 LONGMEADOW RD.
HAGERSTOWN, MD 21742**

TITLE:
TITLE SHEET

SHEET NUMBER:
T-1





VICINITY MAP
SCALE: 1" = 1,000'

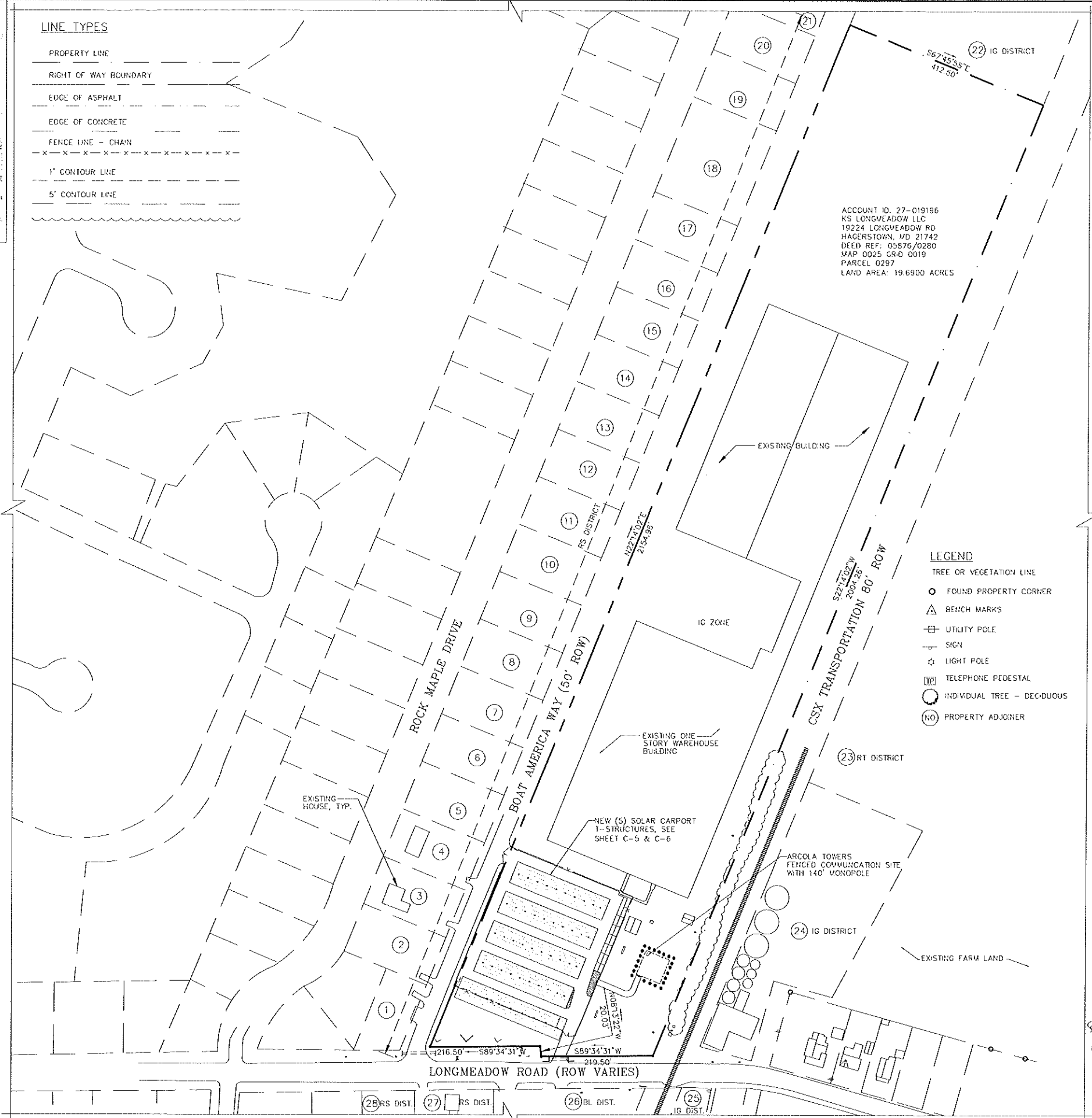


OVERALL SITE PLAN NOTES

- 1.) PROJECT NAME: COMMUNITY SOLAR INSTALLATION LONGMEADOW SOLAR PROJECT
- 2.) THIS IS NOT A BOUNDARY SURVEY AND IS NOT TO BE USED FOR THE TRANSFER OF PROPERTY. THE SITE PROPERTY WAS SURVEYED. THE ADJACENT PROPERTY LINES AND LOCATION OF OFFSITE HOUSES WERE DETERMINED FROM THE WASHINGTON COUNTY IS PARCEL AND ZONING LOCATOR.
- 3.) THE SUBJECT PARCEL INFORMATION:
OWNER: KS LONGMEADOW, LLC
PREMISES ADDRESS: 19224 LONGMEADOW ROAD HAGERSTOWN, MD 21742
MAILING ADDRESS: 6615 REISTERTOWN ROAD, STE 203C BALTIMORE, MD 21215
ACCOUNT ID: 27-019196
MAP: 0025 GRID: 0013 PARCEL: 0297
DEED REF: DEED BOOK 05876 PAGE 0280
COUNTY: WASHINGTON COUNTY
LEGISLATIVE DISTRICT: 2A
PRECINCT: 27.002
ZONING: IG
- 4.) THE DATUM'S ARE NAD 83 AND NAD80, AND THE BEARING BASE IS STATE GRID.
- 5.) NO UNDERGROUND UTILITIES HAVE BEEN LOCATED. THE PRESENCE OF ANY SUCH UTILITIES MUST BE CONFIRMED BY THE CONTRACTOR BEFORE CONSTRUCTION.
- 6.) NO WETLANDS HAVE BEEN DEFINED AND ANY AREAS SHOWN AS MARSH, PONDS OR DITCHES ARE DONE SO FROM VISIBLE SURFACE FEATURES AND IN NO WAY CONSTITUTE A DEFINED WETLAND.
- 7.) THE FLOOD ZONE OF THE PROPERTY IS AS FOLLOWS: FLOOD ZONE X, AREA OF MINIMUM FLOODING. SOURCE, FEMA FLOOD MAP FOR WASHINGTON COUNTY, MD, COMMUNITY PANEL NUMBER 24043C 0137D REVISED, AUGUST 15, 2017.
- 8.) A TITLE REPORT WAS REVIEWED FOR THIS PROPERTY.
- 9.) THE DATA COLLECTED AND SHOWN ON THIS DRAWING ARE FOR THE PURPOSES OF CONSTRUCTION OF COMMUNITY SOLAR PROJECT, ANY NECESSARY ANCILLARY EQUIPMENT AND ALL APPROPRIATE EASEMENTS.
- 10.) NO UNRECORDED EASEMENTS ARE SHOWN ON THIS SURVEY AND IT IS POSSIBLE THAT SUCH EASEMENTS IMPACT THE SITE.
- 11.) THIS PROPERTY IS SUBJECT TO ALL MATTERS OF PUBLIC RECORD.
- 12.) THE LOCATION OF THE CENTER OF THE PROPOSED SOLAR PANELS IS AS FOLLOWS; THE VALUES LISTED BELOW ARE WITHIN ±50' HORIZONTAL AND ±20' VERTICAL.
LATITUDE: N 39° 41' 05.249"
LONGITUDE: W 77° 42' 03.480"
ELEVATION: 602.8' AT PROJECT AREA CENTER
- 13.) NO MUNICIPAL BOUNDARIES WITHIN 1,000' OF THE PROPERTY.
- 14.) THE SITE IS NOT LOCATED WITHIN EDGEWATER OR SMITHFIELD RESERVOIRS OR UPPER BEAVER CREEK WATERSHEDS. THE PROPERTY IS LOCATED IN THE ANTIETAM WATERSHED.
- 15.) NO PORTION OF THE APPALACHIAN TRAIL IS WITHIN 1,000' OF THE SUBJECT PROPERTY.
- 16.) PROPERTY IS SERVED BY PUBLIC WATER AND SEWER.
- 17.) THERE ARE NO WATER COURSES, PERENNIAL OR INTERMITTENT STREAMS, MARSHES, OR ROCK OUTCROP AREAS ON THE PROPERTY.
- 18.) THERE ARE NO WETLANDS LOCATED ON THE PROPERTY IN THE AREA OF THE PROPOSED DEVELOPMENT.
- 19.) A SMALL PORTION OF THE PROPERTY ADJACENT TO THE NORTH SIDE OF THE PARKING LOT HAS SLOPES GREATER THAN 15% AND AID THE SOL K-FACTOR GREAT THAN 0.35. THE PROPOSED DEVELOPMENT IS OUTSIDE OF THIS AREA.

ZONING NOTES (SECTION 4.26 AND ARTICLE 14)

- 1.) PROJECT TYPE: SOLAR ENERGY GENERATING SYSTEM
- 2.) SECTION 4.26 A 2: SETBACKS SHALL MEET THE REQUIREMENTS FOR THE PRINCIPLE STRUCTURE ON THE PROPERTY. FRONT YARD 50', SIDE AND REAR YARDS 25'
- 3.) SECTION 4.26 A 3: MINIMUM LOT SIZE: 20 ACRES. ACTUAL LOT SIZE 19.69 ACRES (VARIANCE REQUIRED)
- 4.) SECTION 4.26 A 4: BUFFER YARDS: 25 FT REQUIRED ABUTTING RESIDENTIAL LOTS. PROPERTY ABUTS PUBLIC ROW ON THE SOUTH AND WEST SIDES, IG ZONE PROPERTIES ON NORTH AND SOUTH SIDES. (PLANTED BUFFER YARD MAY NOT BE REQUIRED ON SOUTH AND WEST SIDES OF PROPERTY)
- 5.) SECTION 4.26 A 4: ACCESS: FACILITY ENCLOSED WITHIN EXISTING 6' CHAIN LINK FENCE WITH BARB WIRE.
- 6.) SECTION 4.26 A 9: SIGNAGE: WARNING SIGNAGE SHALL BE PLACED AT THE ENTRANCE GATES ON LONGMEADOW ROAD AND BOAT OF AMERICA WAY.
- 7.) SECTION 14.2: THE SOLAR ENERGY GENERATING SYSTEM SHALL BE NOT LESS THAN 1,000' FROM ANY RESIDENTIAL DISTRICT. (VARIANCE REQUIRED)



LINE TYPES

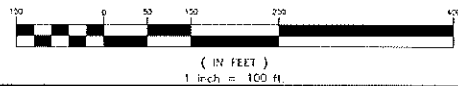
- PROPERTY LINE
- RIGHT OF WAY BOUNDARY
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- FENCE LINE - CHAIN
- 1' CONTOUR LINE
- 5' CONTOUR LINE

ACCOUNT ID: 27-019196
KS LONGMEADOW LLC
19224 LONGMEADOW RD
HAGERSTOWN, MD 21742
DEED REF: 05876/0280
MAP 0025 GRID 0019
PARCEL 0297
LAND AREA: 19.6900 ACRES

LEGEND

- FOUND PROPERTY CORNER
- △ BENCH MARKS
- ⊕ UTILITY POLE
- ⊙ SIGN
- ☆ LIGHT POLE
- ⊞ TELEPHONE PEDESTAL
- INDIVIDUAL TREE - DECIDUOUS
- ⊞ PROPERTY ADJONER

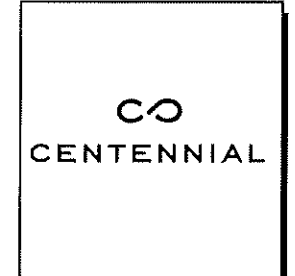
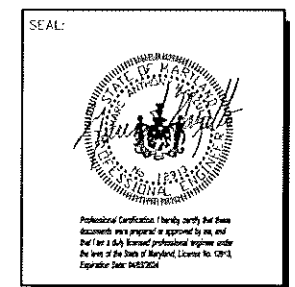
OVERALL SITE PLAN
SCALE: 1" = 100'



entrex
communication services, Inc.
6100 Executive Blvd., Suite 430
Rockville, MD 20852
PHONE: (202)408-0960

SUBMITTALS

DATE	DESCRIPTION	REV.
12-15-23	CLIP REVIEW	



PROJECT NO:	1067.209
DESIGNER:	R.S.
ENGINEER:	M.M.

SCALE:
SCALE AS NOTED

LONGMEADOW SOLAR
19224 LONGMEADOW RD.
HAGERSTOWN, MD 21742

TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C-1

PARENT
 ACCOUNT ID: 27-019196
 N/F
 K & S LONGMEADOW, LLC
 PARCEL ADDRESS: 19224 LONGMEADOW RD
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: 6615 REISTERSTOWN RD, STE 203C
 BALTIMORE, MD 21215
 DEED BOOK/PAGE: 05876/00280
 ZONING: IG
 AREA: 19.69 A.C.

1.
 ACCOUNT ID: 27-003141
 N/F
 SWANSON, BRIAN JACOB
 PARCEL ADDRESS: 19212 LONGMEADOW RD
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: 19212 LONGMEADOW RD
 HAGERSTOWN, MD 21742
 DEED BOOK/PAGE: 05841/00475
 ZONING: RS
 AREA: 15,246 SF

2.
 ACCOUNT ID: 27-018254
 N/F
 HERSON, MICHELLE E
 PARCEL ADDRESS: 13513 PARADISE DR
 HAGERSTOWN, MD 21742-2421
 MAILING ADDRESS: 13513 PARADISE DR
 HAGERSTOWN, MD 21742
 DEED BOOK/PAGE: 03045/00150
 ZONING: RS
 AREA: 18,295 SF

3.
 ACCOUNT ID: 27-007228
 N/F
 DEGUZMAN, BERNADETTE L
 PARCEL ADDRESS: 13517 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: 13517 PARADISE DR
 HAGERSTOWN, MD 21742-0000
 DEED BOOK/PAGE: 05469/00273
 ZONING: RS
 AREA: 17,424 SF

4.
 ACCOUNT ID: 27-007465
 N/F
 THOMAS, JOHN R & SHERREE D
 PARCEL ADDRESS: 13521 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: 13521 PARADISE DR
 HAGERSTOWN, MD 21742
 DEED BOOK/PAGE: 01656/00294
 ZONING: RS
 AREA: 17,424 SF

5.
 ACCOUNT ID: 27-009654
 N/F
 KLINE, JUNIOR L & ELIZABETH H L/E
 PARCEL ADDRESS: 13525 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 02202/00505
 ZONING: RS
 AREA: AREA: 17,424 SF

6.
 ACCOUNT ID: 27-005624
 N/F
 KELLER, ARTHUR DANIEL
 PARCEL ADDRESS: 13529 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: 19827 SCOTT HILL DR
 HAGERSTOWN, MD 21742
 DEED BOOK/PAGE: 6779/ 00109
 ZONING: RS
 AREA: 17,424 SF

7.
 ACCOUNT ID: 27-001491
 N/F
 BORDER, MICHAEL W
 PARCEL ADDRESS: 13533 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 00637/ 00465
 ZONING: RS
 AREA: 17,424 SF

8.
 ACCOUNT ID: 27-011985
 N/F
 TOPPER, DAVID E &
 WORDEN, VICTORIA N
 PARCEL ADDRESS: 13537 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 05804/ 00083
 ZONING: RS
 AREA: 17,424 SF

9.
 ACCOUNT ID: 27-014364
 N/F
 EYLER, JILL D
 PARCEL ADDRESS: 13541 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 04077/ 00430
 ZONING: RS
 AREA: 17,424 SF

10.
 ACCOUNT ID: 27-018289
 N/F
 GERBER, RONALD F
 PARCEL ADDRESS: 13549 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 00739/ 00171
 ZONING: RS
 AREA: 17,424 SF

11.
 ACCOUNT ID: 27-010512
 N/F
 FURR, MICHAEL
 PARCEL ADDRESS: 13549 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 05803/ 00440
 ZONING: RS
 AREA: 17,424 SF

12.
 ACCOUNT ID: 27-011233
 N/F
 MARTIN, ERNEST W JR
 PARCEL ADDRESS: 13553 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 00447/00709
 ZONING: RS
 AREA: 17,424 SF

13.
 ACCOUNT ID: 27-013376
 N/F
 MARTIN, CLIFTON R &
 MARTIN, LISA L
 PARCEL ADDRESS: 13603 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: 14040 PARADISE CHURCH RD
 HAGERSTOWN, MD 21742
 DEED BOOK/PAGE: 05122/00125
 ZONING: RS
 AREA: 0.4 AC

14.
 ACCOUNT ID: 27-016138
 N/F
 DOMINGUEZ, PABLO &
 REYES, SONIA
 PARCEL ADDRESS: 13607 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 02071/00620
 ZONING: RS
 AREA: 0.4 AC

15.
 ACCOUNT ID: 27-008607
 N/F
 GIBSON, MARCUS B &
 GIBSON, AMY M
 PARCEL ADDRESS: 13611 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 06915/00234
 ZONING: RS
 AREA: 17,424 SF

16.
 ACCOUNT ID: 27-003168
 N/F
 HOTT, DONALD C JR &
 HOTT, VICKI L
 PARCEL ADDRESS: 13615 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK /PAGE: 06923/00174
 ZONING: RS
 AREA: 17,424 SF

17.
 ACCOUNT ID: 27-014216
 N/FN/F
 SNIDER, BRYAN C
 PARCEL ADDRESS: 13619 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 01413/01069
 ZONING: RS
 AREA: 17,424 SF

18.
 ACCOUNT ID: 27-004407
 N/F
 SHUPP, JEREMY S &
 SHUPP, KENDRA R
 PARCEL ADDRESS: 13629 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 07077/00498
 ZONING: RS
 AREA: 30,056 SF

19.
 ACCOUNT ID: 27-014178
 N/F
 PLANK, KENNETH J
 PARCEL ADDRESS: 13629 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 00482/00458
 ZONING: RS
 AREA: 20,908 SF

20.
 ACCOUNT ID: 27-006477
 N/F
 WEBB, RONALD L
 WEBB, LORNA J
 PARCEL ADDRESS: 13633 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 06061/ 00027
 ZONING: RS
 AREA: 20,908 SF

21.
 ACCOUNT ID: 27-007414
 N/F
 STROBL, RICHARD G & SUSAN L
 PARCEL ADDRESS: 13637 PARADISE DR
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 00768/00804
 ZONING: RS
 AREA: 23,958 SF

22.
 ACCOUNT ID: 27-015484
 N/F
 ISP MINERALS, LLC
 PARCEL ADDRESS: LONGMEADOW RD
 HAGERSTOWN, MD 21740
 MAILING ADDRESS: C/O THOMSON PROPERTY TAX SERV
 400 W 15TH ST, STE 700
 AUSTIN, TX 78701-1647
 DEED BOOK/PAGE: 01674/00673
 ZONING: IG
 AREA: 2.0 AC

23.
 ACCOUNT ID: 27-011462
 N/F
 DILLER, ARLIN E
 PARCEL ADDRESS: 13618 HARSH PIKE
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: 22019 GROVE RD
 HAGERSTOWN, MD 21742
 DEED BOOK/PAGE: 05988/00215
 ZONING: RT
 AREA: 78.3 AC

24.
 ACCOUNT ID: 27-013686
 N/F
 PARAMOUNT FEED & SUPPLY INC
 PARCEL ADDRESS: 19310 LONGMEADOW ROAD
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 00418/00008
 ZONING: IG
 AREA: 2.29 AC

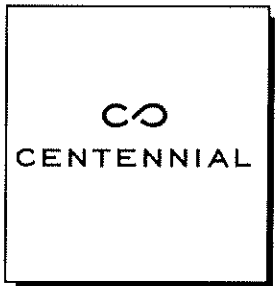
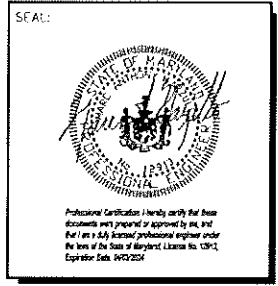
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 ACCOUNT ID: 27-013694
 N/F
 PARAMOUNT FEED & SUPPLY INC
 PARCEL ADDRESS: LONGMEADOW ROAD
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: 19310 LONGMEADOW ROAD
 HAGERSTOWN, MD 21742
 DEED BOOK/PAGE: 00471/00755
 ZONING: IG
 AREA: 16,988 SF

26.
 ACCOUNT ID: 27-018726
 N/F
 GOSSERT, TODD E &
 GIFFT, TROY IVAN
 PARCEL ADDRESS: 19231 LONGMEADOW RD
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 01618/00001
 ZONING: BL
 AREA: 1.16 AC

27.
 ACCOUNT ID: 27-018807
 N/F
 VALENTINE, DOUGLAS A
 PARCEL ADDRESS: 19217 LONGMEADOW RD
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 00610/00372
 ZONING: RS
 AREA: 20,908 SF

28.
 ACCOUNT ID: 27-014585
 N/F
 MCCONNELL, RICHARD, J
 PARCEL ADDRESS: 19231 LONGMEADOW RD
 HAGERSTOWN, MD 21742
 MAILING ADDRESS: SAME
 DEED BOOK/PAGE: 00136/00430
 ZONING: RS
 AREA: 16,204 SF

SUBMITTALS		
DATE	DESCRIPTION	REV.
12-15-23	CUP REVIEW	



PROJECT NO:	1067.209
DESIGNER:	R.S.
ENGINEER:	M.M.

SCALE:
 SCALE AS NOTED

LONGMEADOW SOLAR
19224 LONGMEADOW RD.
HAGERSTOWN, MD 21742

TITLE:
PROPERTY
ADJOINER LIST

SUBMITTALS		
DATE	DESCRIPTION	REV
12-15-23	CLIP REVIEW	



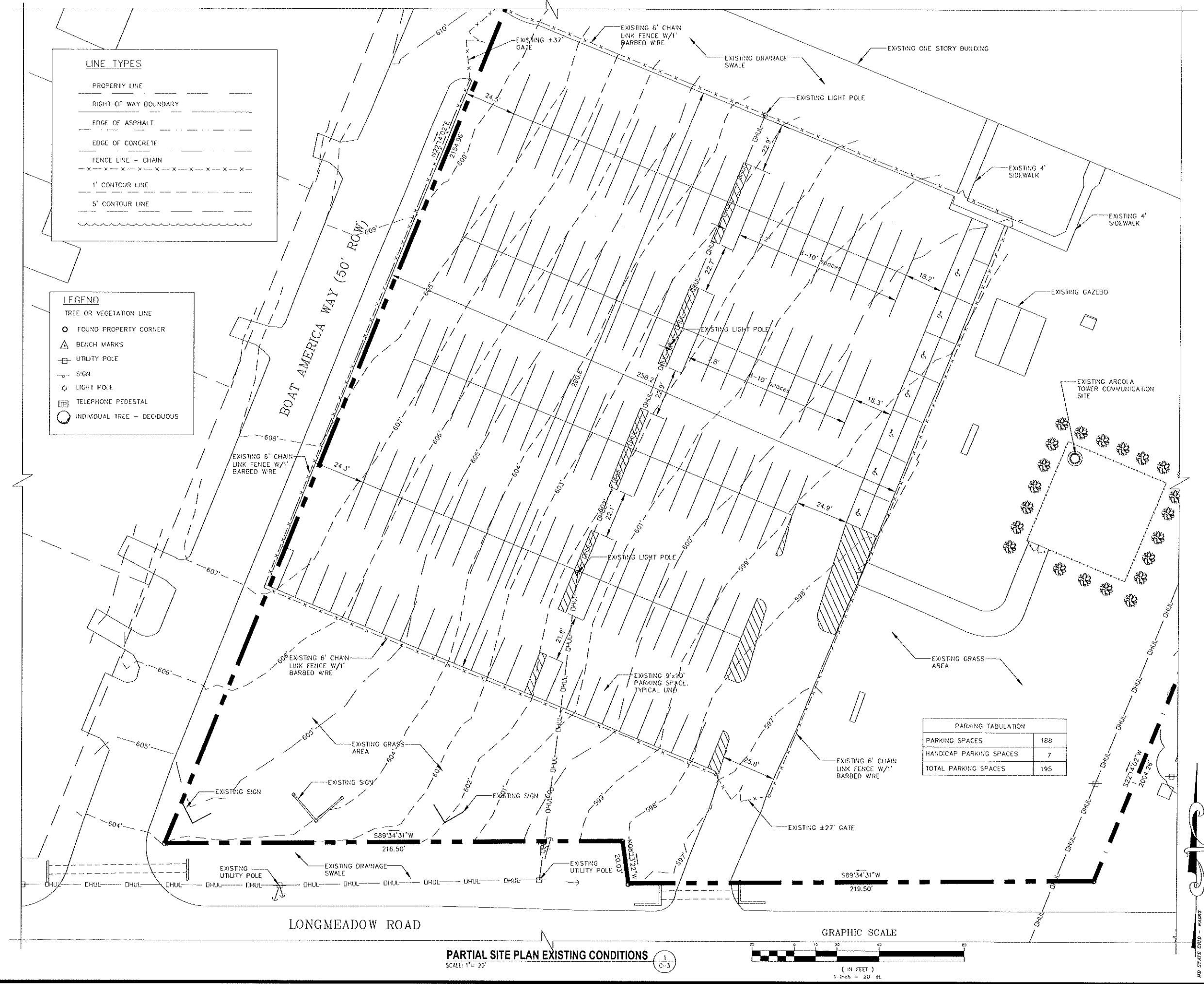
PROJECT NO: 1067.209
DESIGNER: R.S.
ENGINEER: M.M.

SCALE:
SCALE AS NOTED

LONGMEADOW SOLAR
19224 LONGMEADOW RD.
HAGERSTOWN, MD 21742

TITLE:
PARTIAL SITE PLAN EXISTING CONDITIONS

SHEET NUMBER:
C-3



LINE TYPES

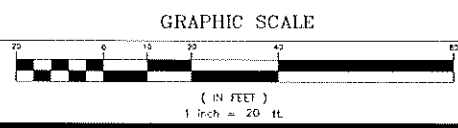
- PROPERTY LINE
- RIGHT OF WAY BOUNDARY
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- FENCE LINE - CHAIN
- 1' CONTOUR LINE
- 5' CONTOUR LINE

LEGEND

- TREE OR VEGETATION LINE
- FOUND PROPERTY CORNER
- △ BENCH MARKS
- UTILITY POLE
- ◇ SIGN
- ☆ LIGHT POLE
- ⊞ TELEPHONE PEDESTAL
- ◯ INDIVIDUAL TREE - DECIDUOUS

PARKING TABULATION	
PARKING SPACES	188
HANDICAP PARKING SPACES	7
TOTAL PARKING SPACES	195

PARTIAL SITE PLAN EXISTING CONDITIONS
SCALE: 1" = 20'

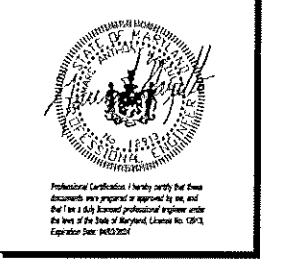


MD STATE GRID - NAD83

SUBMITTALS

DATE	DESCRIPTION	REV.
12-15-23	CLP REVIEW	

SEAL:



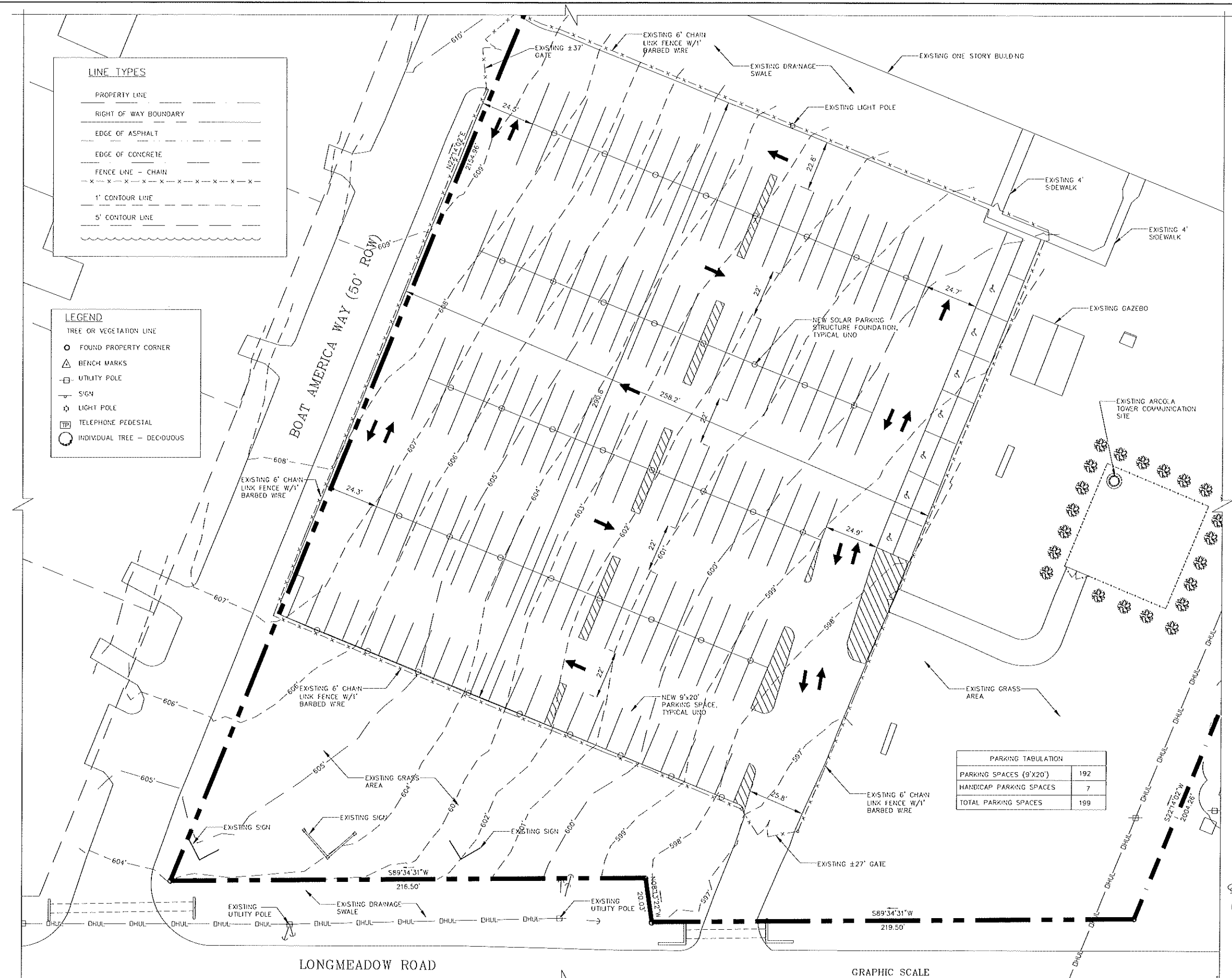
PROJECT NO: 1067.209
 DESIGNER: R.S.
 ENGINEER: M.M.

SCALE:
 SCALE AS NOTED

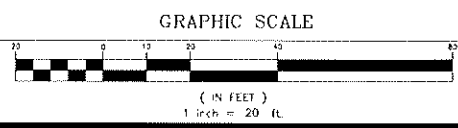
LONGMEADOW SOLAR
19224 LONGMEADOW RD.
HAGERSTOWN, MD 21742

TITLE:
PARTIAL SITE PLAN
NEW WORK PARKING
LEVEL

SHEET NUMBER:
C-4



PARKING TABULATION	
PARKING SPACES (9'X20')	192
HANDICAP PARKING SPACES	7
TOTAL PARKING SPACES	199



PARTIAL SITE PLAN EXISTING CONDITIONS
 SCALE: 1" = 20'

LINE TYPES

- PROPERTY LINE
- RIGHT OF WAY BOUNDARY
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- FENCE LINE - CHAIN
- 1' CONTOUR LINE
- 5' CONTOUR LINE

LEGEND

- TREE OR VEGETATION LINE
- FOUND PROPERTY CORNER
- △ BENCH MARKS
- UTILITY POLE
- ◇ SIGN
- ⊕ LIGHT POLE
- Ⓜ TELEPHONE PEDESTAL
- ◯ INDIVIDUAL TREE - DECIDUOUS

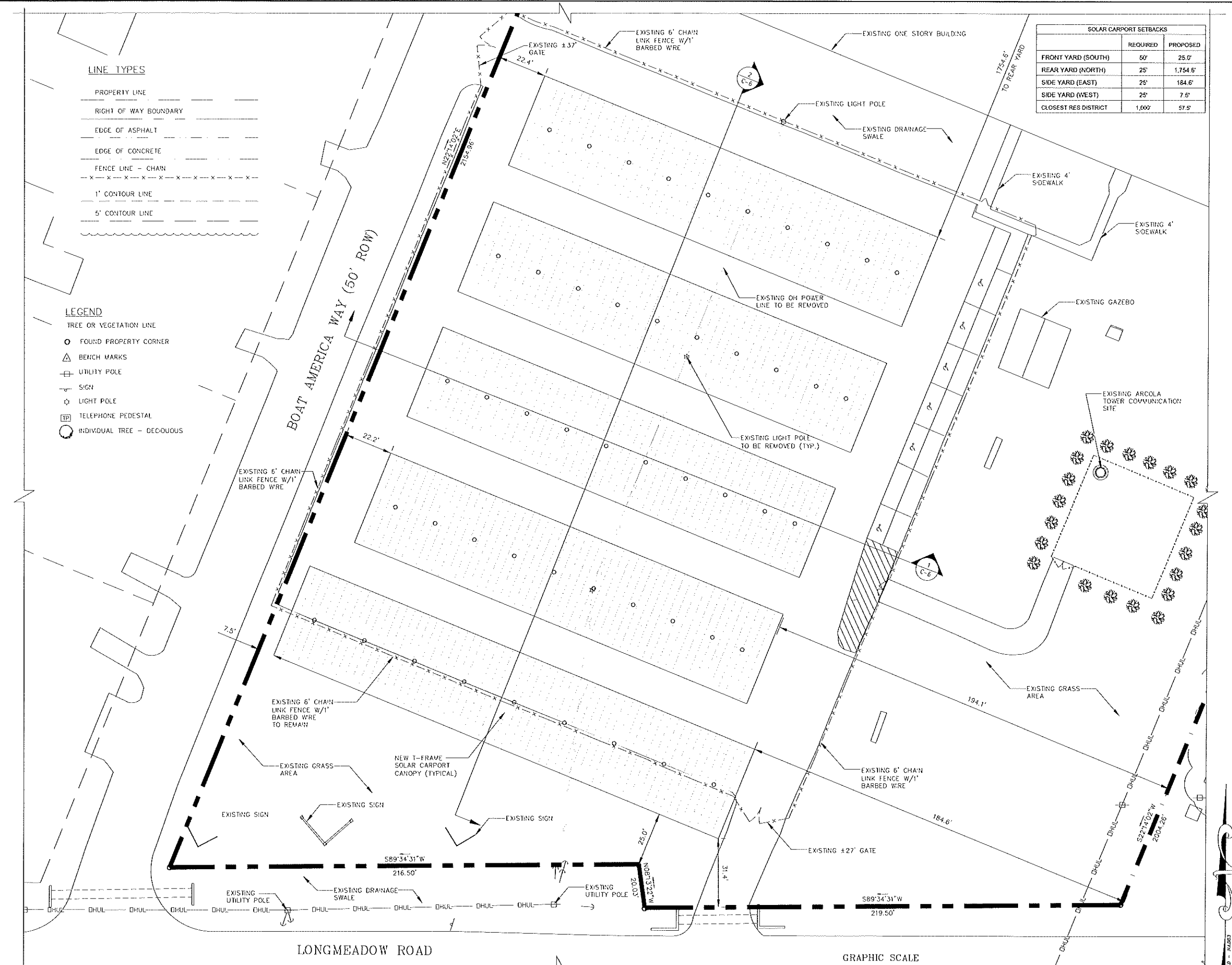
LINE TYPES

- PROPERTY LINE
- RIGHT OF WAY BOUNDARY
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- FENCE LINE - CHAIN
- 1' CONTOUR LINE
- 5' CONTOUR LINE

LEGEND

- TREE OR VEGETATION LINE
- FOUND PROPERTY CORNER
- BENCH MARKS
- UTILITY POLE
- SIGN
- LIGHT POLE
- TELEPHONE PEDESTAL
- INDIVIDUAL TREE - DECIDUOUS

SOLAR CARPORT SETBACKS		
	REQUIRED	PROPOSED
FRONT YARD (SOUTH)	50'	25.0'
REAR YARD (NORTH)	25'	1,754.6'
SIDE YARD (EAST)	25'	184.6'
SIDE YARD (WEST)	25'	7.5'
CLOSEST RES DISTRICT	1,600'	57.5'



entrex
communication services, Inc.
6100 Executive Blvd., Suite 430
Rockville, MD 20852
PHONE: (202)408-0960

SUBMITTALS		
DATE	DESCRIPTION	REV.
12-15-23	C.P. REVIEW	

SEAL:

Professional Certification I hereby certify that these documents 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. 0011, Expiration Date 10/31/2024.

CENTENNIAL

PROJECT NO:	1067.209
DESIGNER:	R. S.
ENGINEER:	M. M.

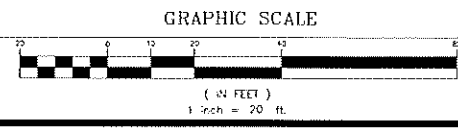
SCALE:
SCALE AS NOTED

LONGMEADOW SOLAR
19224 LONGMEADOW RD.
HAGERSTOWN, MD 21742

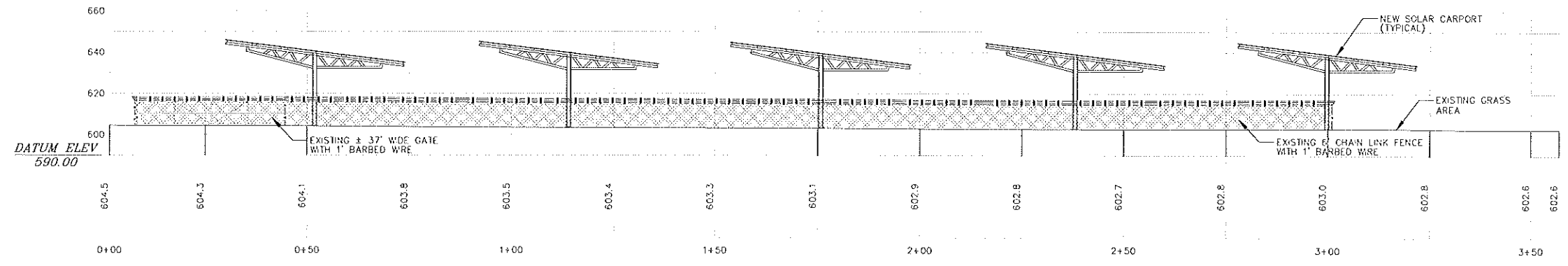
TITLE:
PARTIAL SITE PLAN
NEW SOLAR
CARPORNT LAYOUT

SHEET NUMBER:
C-5

PARTIAL SITE PLAN NEW SOLAR CARPORT LAYOUT
SCALE: 1" = 20'



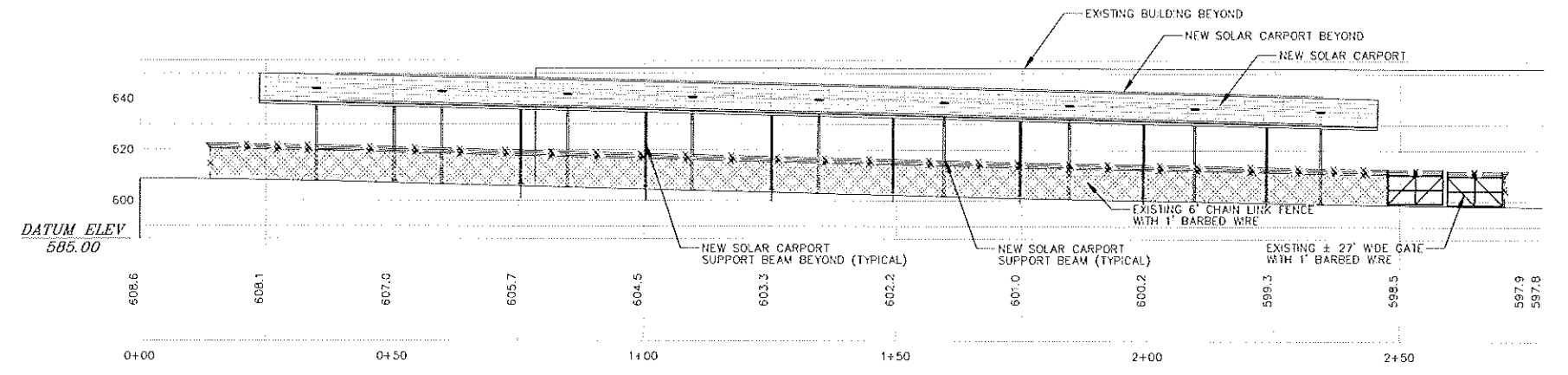
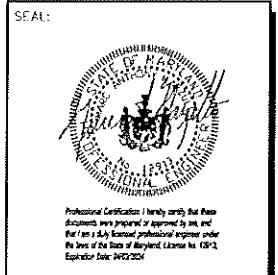
C-5



SOLAR CARPORT ELEVATION WEST VIEW
 SCALE: 1" = 20'

SUBMITTALS

DATE	DESCRIPTION	REV.
12-15-23	CUP REVIEW	



SOLAR CARPORT ELEVATION SOUTH VIEW
 SCALE: 1" = 20'

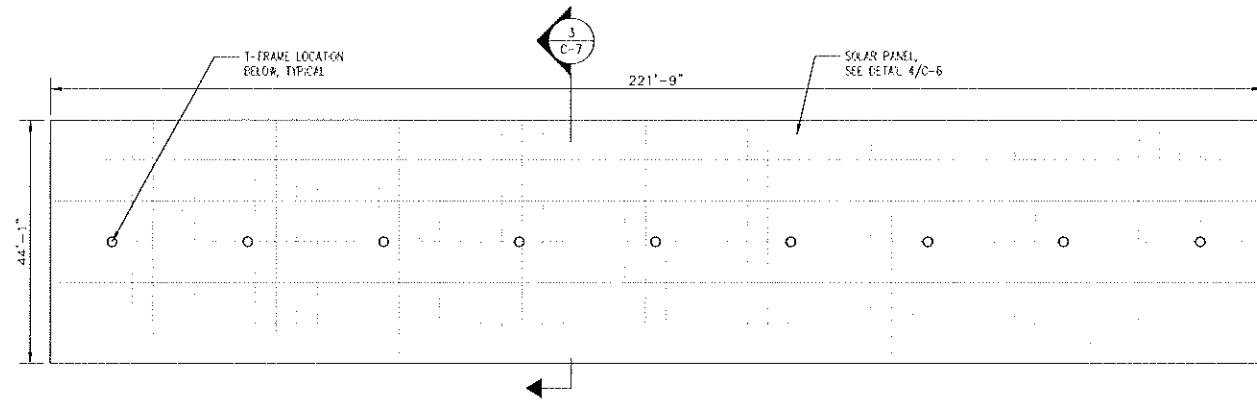
PROJECT NO: 1067.209
 DESIGNER: R.S.
 ENGINEER: M.M.

SCALE:
 SCALE AS NOTED

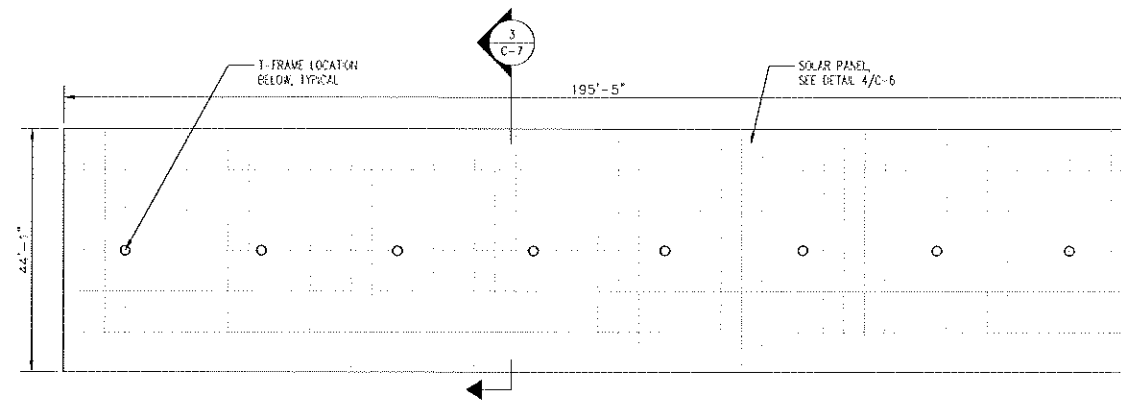
LONGMEADOW SOLAR
 19224 LONGMEADOW RD.
 HAGERSTOWN, MD 21742

TITLE:
SOLAR CARPORT ELEVATIONS

SHEET NUMBER:
C-6

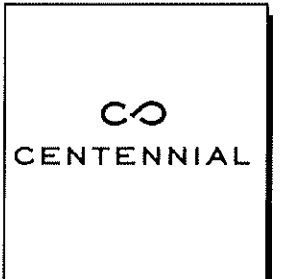


SOLAR CARPORT NO 1 LAYOUT PLAN
 SCALE: 1/16"=1'-0"
 1
 C-7



SOLAR CARPORT NO 2, 3, 4 & 5 LAYOUT PLAN
 SCALE: 1/16"=1'-0"
 2
 C-7

SUBMITTALS		
DATE	DESCRIPTION	REV
12-15-23	ClP REV#	



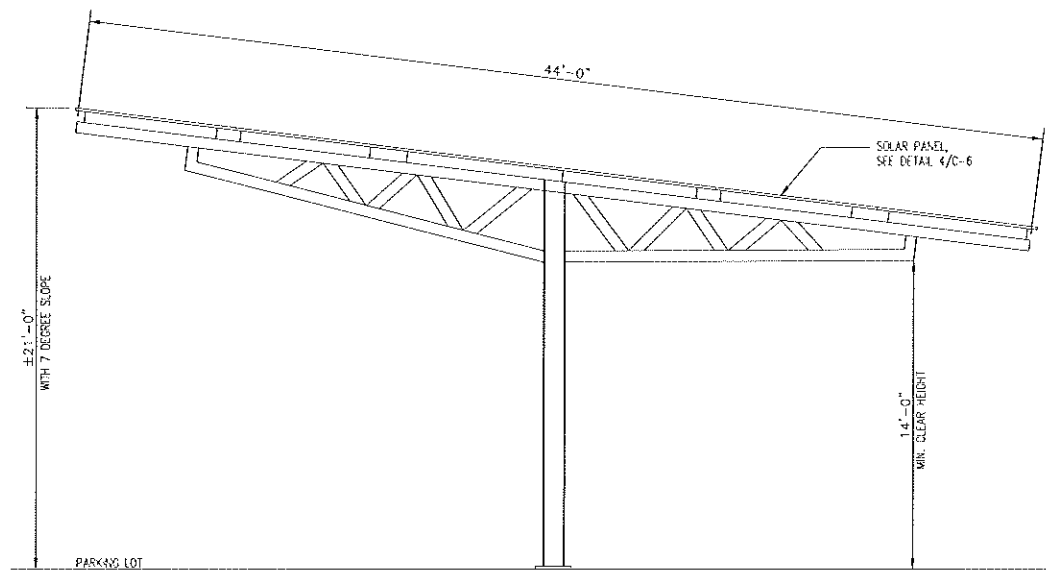
PROJECT NO:	1067.209
DESIGNER:	R.S.
ENGINEER:	M.M.

SCALE:
 SCALE AS NOTED

LONGMEADOW SOLAR
 19224 LONGMEADOW RD.
 HAGERSTOWN, MD 21742

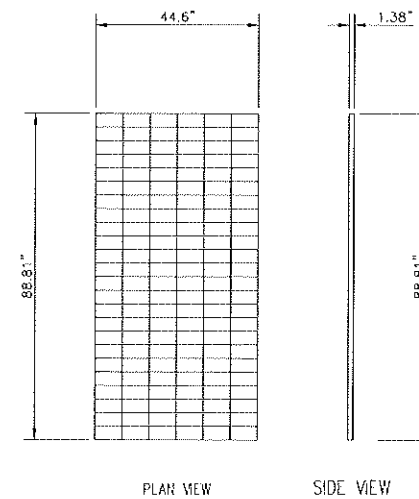
TITLE:
SOLAR CARPORT
DETAILS

SHEET NUMBER:
C-7



CARPORT STRUCTURE MANUFACTURER: SOLAR MOUNTS, LLC
 CARPORT STRUCTURE TYPE: T-FRAME SOLAR CARPORT CANOPY

T-FRAME ELEVATION
 SCALE: 1/4"=1'-0"
 3
 C-7



PV MODULE MANUFACTURER: VSUN
 PV MODULE MODEL: VSUN540-144BVH-DG
 PV MODULE SIZE: 88.8" X 44.6" X 1.4"
 PV MODULE WEIGHT: 71.65 LBS EACH (2.61 PSF)
 PV MODULE POWER CHARACTERISTICS: 540W NOMINAL POWER
 NUMBER OF MODULES: 1,602 PANELS

SOLAR PANEL DETAIL
 SCALE: 1/2"=1'-0"
 4
 C-7

**BEFORE THE BOARD OF APPEALS
FOR WASHINGTON COUNTY, MARYLAND**

**CENTENNIAL GENERATING
COMPANY, LLC**

Appellants

*
*
*
*
*

Appeal No.: AP2023-053

* * * * * * * * * * * *

OPINION

Centennial Generating Company, LLC (hereinafter “Appellant”) requests a special exception to establish a Solar Energy Generating System (SEGS) located on a car port at the subject property. Appellant also requests variances to reduce the required minimum lot size from 20 acres to 19.69 acres, to reduce the required setback for the use from any residential district and from any existing residential use on a separate lot from 1,000 feet to 60 feet, 150 feet, 150 feet, 410 feet and 415 feet, and a variance to reduce the required front yard setback from 50 feet to 7.5 feet and 25 feet at the subject property. The subject property is located at 19224 Longmeadow Road, Hagerstown, Maryland and is zoned Industrial, General. The Board held a public hearing on the matter on January 17, 2024.

Findings of Fact

Based upon the testimony given, all information and evidence presented, and upon a study of the specific property involved and the neighborhood in which it is located, the Board makes the following findings of fact:

1. K & S Longmeadow, LLC is the owner of the subject property, which is located 19224 Longmeadow Road, Hagerstown, Maryland. The subject property is zoned Industrial, General.
2. The subject property is exceptionally long and narrow, measuring

approximately 400 feet wide and 2,000 feet long. It is bounded on one side by CSX railroad tracks, and grain silos on the other.

3. The subject property is bounded to the west by a residential neighborhood which is separated by Boat America Way.

4. The subject property consists of a commercial building, parking area, wooded area to the rear and a communications tower.

5. The subject property was the subject of a variance request before the Board on February 15, 2023 in Case No. AP2023-005. The Board granted multiple variances for the construction of a communications tower at the subject property.

6. Appellant was founded in 2014 to produce affordable energy without using or consuming additional land. They attempt to utilize existing structures and spaces to create Solar Energy Generating Systems. Appellant is the contract lessee for the subject property and has been authorized by the owner to bring this appeal.

7. Appellant proposes to construct a Solar Energy Generating System which consists of 1,602 solar panels mounted on top of a carport to be located over the existing parking lot.

8. Appellant initially considered locating the panels on the roof of the existing building but discovered that the structural engineering was not sufficient.

9. Appellant chose not to consider the area to the rear of the building at the subject property because it would have required the removal of trees.

10. The proposed Solar Energy Generating System would produce 1,270 megawatt hours of electricity which is enough to provide low-cost electricity to approximately 700 homes.

11. At the end of the least term, the solar equipment would be removed, and the owner of the property would have a choice whether to allow the carport structure to remain.

12. There was no opposition presented to this appeal.

Rationale

Special Exception Request

The Board has authority to grant a special exception pursuant to Section 25.2(b) of the Zoning Ordinance for Washington County, Maryland. A special exception is defined as “a grant of a specific use that would not be appropriate generally or without restriction; and shall be based upon a finding that the use conforms to the plan and is compatible with the existing neighborhood.” Article 28A. In addition, Section 25.6 sets forth the limitations, guides, and standards in exercise of the board’s duties and provides:

Where in these regulations certain powers are conferred upon the Board or the approval of the Board is required before a permit may be issued, or the Board is called upon to decide certain issues, the Board shall study the specific property involved, as well as the neighborhood, and consider all testimony and data submitted, and shall hear any person desiring to speak for or against the issuance of the permit. However, the application for a permit shall not be approved where the Board finds the proposed building, addition, extension of building or use, sign, use or change of use would adversely affect the public health, safety, security, morals or general welfare, or would result in dangerous traffic conditions, or would jeopardize the lives or property of people living in the neighborhood. In deciding such matters, the Board shall consider any other information germane to the case and shall give consideration to the following, as applicable:

- (a) The number of people residing or working in the immediate area concerned.
- (b) The orderly growth of a community.
- (c) Traffic conditions and facilities
- (d) The effect of such use upon the peaceful enjoyment of people in their homes.
- (e) The conservation of property values.
- (f) The effect of odors, dust, gas, smoke, fumes, vibrations, glare and noise upon the use of surrounding property values.
- (g) The most appropriate use of the land and structure.
- (h) Decision of the courts.
- (i) The purpose of these regulations as set forth herein.
- (j) Type and kind of structures in the vicinity where public gatherings may be held, such as schools, churches, and the like.

The Board finds little cause for concern with respect to traffic conditions, nearby public gatherings or the conservation of property values. The subject property is located along a particular portion of Longmeadow Road that contains several businesses, a fire department, church, and numerous entrances to residential neighborhoods. As such, the proposed use is somewhat incongruent with the surrounding neighborhood and not the most appropriate use of the subject property. While the proposed use will not produce any odors, dust, gas, smoke, fumes, vibrations, glare or noise, its appearance is in stark contrast to the surrounding properties.

Appellant testified about the benefits of the project and the creative location of the panels to avoid consuming additional land. Under the right circumstances, such efforts are to be celebrated as a means to improving the utility of existing properties without occupying additional land area. However, in the instant case, the proposed installation of covered parking and panels on the roof does not fit with the character of the area or the existing use of the property. When asked about relocating the panels to the rear of the property, Appellant indicated that such a plan would require the clearing of trees, which they were trying to avoid. The Board acknowledges this concern but must point out that the location to the rear of the existing building provides screening and buffer from the road and the neighboring residences. It would make the panels difficult to see, thus having a more subtle impact on the nature of the surrounding area. The Board finds that the impact of the proposed use would be diminished if it were located on other properties within the zoning district that perhaps had different dimensions and were not adjacent to residential neighborhoods and the other mixed uses that exist in this case.

The Board finds that based on the location and inherent characteristics, the proposed use at the subject property will have greater “adverse effects above and beyond those inherently associated with such a special exception use irrespective of its location within the zone.” *Schultz v. Pritts*, 291 Md. 1, 15 (1981). For all these reasons, we conclude

that this appeal does not meet the criteria for a special exception and therefore should be denied.

Variance Requests

In light of the Board's decision to deny the special exception request for a Solar Energy Generation System at the subject property, the Board finds that it is unnecessary to address the variance requests related to said use.

Accordingly, the request for a special exception to establish a Solar Energy Generating System (SEGS) located on a car port at the subject property is DENIED, by a vote of 3 to 2. The accompanying requests for variance relief related to the Solar Energy Generating System are therefore moot.

BOARD OF APPEALS

By: Jay Miller, Chair

Date Issued: February 16, 2024

Notice of Appeal Rights

Any party aggrieved by a final order of the Authority in a contested case, whether such decision is affirmative or negative in form, is entitled to file a petition for judicial review of that order to the Circuit Court for Washington County within thirty (30) days of the date of the order.