PSC Case No. XXXX
Applicant – XXXX Solar Project
Proposed DGCPCN Standard License Conditions*

Initial Summary

Except as otherwise provided for in the following provisions, the application (herein "Application") for the Distributed Generation Certificate of Public Convenience and Necessity (DGCPCN) is considered to be part of the DGCPCN for the Name Solar Project ("Project"). The Application consists of the following documents filed with the Maryland Public Service Commission (hereinafter the "PSC" or "Commission") in the Docket for Case No. XXXX (the "Docket") by the Applicant: the initial application and the associated Environmental Review Document (ERD) filed on [Date(s)]; supplemental filings on [Date(s)]; and direct testimony filed on [Date(s)]. Construction and operation of the Project shall be undertaken in accordance with the license conditions incorporated in the Final Order granting the DGCPCN. Where a license condition incorporates federal or State laws through paraphrased language and there is an inconsistency with the current State or federal laws being paraphrased, the current text of the applicable federal or State laws shall control. All provisions and requirements of this DGCPCN shall apply to both current and subsequent owners and/or operators of the Project.

Definitions

"Compliance Filing" means a filing by, or on behalf of the Project Owner, to make a filing showing that it has taken an action(s) required in the DGCPCN Standard License Conditions. Each filing shall include the License Condition Number and "title" as part of the subject matter in the heading of the filing.

"Conceptual Site Plan" has the meaning provided in COMAR and refers to the plan for this Project which was filed in the Docket on [Date]. The Conceptual Site Plan will include, at a minimum, the statutory requirements applicable to the Project set forth in Public Utilities Article (PUA) §7-218(f).

"Construction" has the meaning provided in PUA §7-207(a)(3).

"Decommissioning Agreement" means the Decommissioning Agreement approved by the Commission for the Project, including any subsequent approved revisions.

"Final Site Plan" is the site plan for the Project approved by the County or as revised after incorporating the recommendations of the Maryland-National Capital Park and Planning Commission, as applicable. The Final Site Plan will include, at a minimum, the statutory requirements applicable to the Project set forth in PUA §7-218(f).

"Party" means any party included in the most recent service list in the Docket.

"Project Area" or "Limit of Disturbance" means an area within which construction, materials and equipment storage, grading, landscaping, and related activities for a project may occur. "Project

* Those standard conditions, shown in purple font, are only applicable if certain case-specific requirements are met. These standard conditions will be included or excluded from PPRP's recommendation for a project depending on whether they are applicable to the specific project.

Area" includes one or more contiguous parcels or properties under the same ownership or lease agreement. The Project Area also includes access roads.

"Project Owner" is the person or entity in control and responsible for the Project and includes any subsequent owner or assign of the Project. The Project Owner is wholly responsible for any noncompliance of this DGCPCN.

"Project Representative" or "Representative" is the point of contact designated by the Project Owner.

"Project Site" means all parcel(s), or portions of a parcel, leased or owned by the Project Owner for construction and operation of the Project.

"Summary Filing for DGCPCN Siting-Specific Conditions" means a filing in the Docket submitted on behalf of the Project Owner in a case that provides each document from a county, agency or other entity as set forth in the DGCPCN Standard License Requirements identifying the actions the Project Owner must take to comply with the DGCPCN License Conditions. This filing must be made at least five (5) business days prior to the hearing required by PUA §7-207.4(g)(1).

Jurisdictional, Compliance, and Enforcement

1. Applicable Laws and Regulations, Jurisdiction, and Enforcement – Applicant and its successors and assigns (hereinafter, "Project Owner") shall construct and operate the Project in accordance with this DGCPCN and shall comply with all applicable local, state, and federal laws and regulations in accordance with the terms set forth in the final order issued by the PSC. Project Owner agrees to be bound by these license conditions and further agrees that the Commission has the authority to enforce these license conditions against Project Owner. These license conditions shall be construed in accordance with and governed by the laws of the State of Maryland, and any action brought in any court, whether federal or state, shall be brought in Maryland. Project Owner hereby waives all questions of personal jurisdiction or venue and irrevocably consents to the jurisdiction of Maryland courts.[1]

2. Access –The Project Owner shall ensure that representatives of the PSC, Maryland Department of Natural Resources (DNR), Maryland Department of the Environment (MDE), and [County Name] County (hereinafter, the "County"), are afforded access to the Project at any reasonable time, with appropriate notification of no less than one business day, to conduct inspections and evaluations necessary to confirm compliance with DGCPCN requirements, and, in the event of a failure to comply with any DGCPCN requirement, take appropriate action.

3. Complaint Resolution – Project Owner shall develop a process to evaluate, document, and address written complaints related to the Project. The nature of the complaints may include,

[1] Pursuant to the DGCPCN Proposed Standard Requirements, projects including co-location or agrivoltaics are ineligible for a DGCPCN. Therefore, they are not addressed in the Proposed Standard License Conditions.

but not be limited to, written complaints related to fugitive dust, noise, road damage, reflective glare, visibility of structures within the Limit of Disturbance (LOD), or health of the vegetative buffer. This process shall be in place through the decommissioning of the Project.

a. The Project shall display signage that includes the project name and the Representative's contact information (See Point of Contact license condition). The signage should be displayed at, but not limited to, the main entrance to the Project Site for the life of the Project. Any change in the Representative's contact information shall be updated on the sign(s) displayed at the Project Site within 30 days of any change in Representative contact information.

b. Project Owner shall respond to any written complaint within 30 days of receipt, providing a copy of the complaint and their response to PSC Staff and PPRP (via electronic or U.S. mail). Project Owner's response to any written complaint shall clearly inform the aggrieved party that if not satisfied with the Project Owner's response, the aggrieved party may file a complaint with the PSC via a written complaint sent to the Executive Secretary of the Commission.

c. Project Owner acknowledges and agrees that the Commission may commence a proceeding under Public Utilities Article, *Annotated Code of Maryland* § 3-102 and COMAR 20.07.03.03. Project Owner acknowledges and agrees that the Commission has non-exclusive jurisdiction over Project Owner with regard to the DGCPCN and these license conditions, and that a person need not exhaust administrative remedies prior to taking other action against Project Owner, including filing a complaint in a court of law.

4. <u>Compliance</u> – The Project Owner or the Project Representative shall address any issue of non-compliance with DGCPCN conditions raised by the County or a party to the case. Within 45 days of receiving notice, the Representative shall file in the Docket a summary of the non-compliance allegations and a statement of how the Project Owner has addressed or is addressing the matter. Project Owner acknowledges and agrees that the Commission may commence a proceeding under Public Utilities Article, *Annotated Code of Maryland* § 3-102.

5. <u>Annual Compliance Summary Report</u> – The Project Owner or the Representative shall compile an annual summary report of all compliance filings for the Project and file the report in the Docket, serving all parties, within 45 days of the start of the calendar year. Each annual compliance summary report shall include the following information for each compliance filing made in the previous calendar year: mail log number and filing date, the condition number and condition name, a description, and the current status for each compliance filing.

6. <u>Penalties</u> – Project Owner acknowledges and agrees that the Commission may impose a civil penalty against Project Owner pursuant to Public Utilities Article, *Annotated Code of Maryland* § 13-201 for failure to comply with any of these license conditions. Project Owner acknowledges and agrees that in addition to a civil penalty, failure to comply with

any of these license conditions may result in the de-certification of the Project Owner as the recipient of Solar Renewable Energy Credits (SRECs) for the Project. Project Owner further acknowledges and agrees that if Project Owner does not address complaints as directed by the Commission or perform remedial measures as determined by the Commission in response to a complaint, Project Owner may be subject to civil penalties for failure to comply with a Commission order and/or de-certification of SRECs. A request by the Project Owner for re-certification of SRECs shall be subject to satisfactory compliance with remediation measures directed by the Commission.

Project Timeline, Physical Boundaries, Etc.

7. DGCPCN Expiration – Operation of the Project shall commence within five (5) years from the issuance of the DGCPCN (established by the date of a final unappealable Commission Order); otherwise, the DGCPCN shall expire and no longer constitute authorization to construct and operate the Project, unless granted an extension by the PSC.

8. Project Scope – The Project shall be constructed as a solar photovoltaic (PV) system within the LOD and approximate dimensions (surface, in total acreage, and height) described in the Application, or if applicable, otherwise incorporated in the DGCPCN.

Community Solar Requirements (PUA §7-306.2)

9. Community Solar Labor Requirements – Within 45 days after starting Construction, the Project Owner shall file sufficient documentation in the Docket to demonstrate compliance with the labor requirements in PUA §7-306.2(n). Documentation must show that the Project Owner has either received a queue position in a Pilot Program before January 1, 2025 and the statute is not applicable; or that the Project Owner is in compliance with PUA §7-306.2(n) by ensuring that workers are paid not less than the prevailing wage rate, or that the Project Owner is subject to a project labor agreement consistent with PUA §7-306.2(n)(1-6).

Reporting Requirements

10. Project Transfer – In the event of any pending change in control or ownership, the current Project Owner shall file notice in the Docket within 30 days of the transfer, serving all parties. The notice shall include summary information about the succeeding Project Owner and a written acknowledgement of the existence and requirements of this DGCPCN.

11. Point of Contact – Project Owner shall specify a representative ("Representative") for Project matters, including compliance with the DGCPCN conditions. The Project Owner shall file in the Docket the Representative's contact information including the Representative's name, title, email address, and physical address. Any change in the Representative or to the Representative's contact information shall be filed in the Docket within thirty (30) days of the change.

12. Progress Reporting – Six months following a final order granting the DGCPCN, and every six months thereafter until the start of commercial operation, the Project Owner shall file a status report in the Docket. Each status report shall summarize the following items:

a. Status for any permits and approvals needed;

b. Status of any necessary study or agreement with the local utility for the Project's electrical system interconnection;

c. Expected procurement milestones for solar panels and other major equipment;

d. Expected date for the start of Construction;

e. Expected date for the start of commercial operation;

f. Any change or anticipated change to the Project that may require a revision to the DGCPCN license conditions; and

g. Any anticipated concern or challenge that may delay the timeframe set forth in the "DGCPCN Expiration" license condition.

Within 45 days of commercial operation, the Project Owner shall file notice of commencement of commercial operation in the Docket, which completes the required reporting under this Condition.

13. Interconnection Agreement – The Project Owner shall file in the Docket a signed interconnection agreement with the electric company prior to commencing Construction.

14. Project As-Built Details – No later than 90 days after the commencement of operations, the Project Owner shall file in the Docket the following as-built details: engineering and construction plans for the Project, including the total acreage of the Project Site and LOD; the number of PV modules installed, as well as their type, dimensions, and locations; the number and locations of all support posts for the PV modules with depth of post/pile/ground screw burial and height of the PV panels above grade. Where the as-built details are identical to those submitted with the DGCPCN application, the Project Owner shall provide a statement to this effect and not resubmit the information.

County Coordination

15. Final Site Plan – No less than 60 days prior to the start of Construction, the Project Owner shall file in the Docket the Final Site Plan, as approved by the County or as revised after incorporating the recommendations of the Maryland-National Capital Park and Planning Commission, as applicable. The Final Site Plan shall address, at a minimum, the statutory requirements applicable to the Project set forth in PUA §7-218(f). A description of any revision to the Conceptual Site Plan originally filed with the Application shall be included in the filing with the Final Site Plan. The Project Owner shall submit an electronic copy of the Geographic Information System (GIS) shape files or equivalent Google Earth kmz file, for the Final Site Plan to PPRP (via email) showing the metes and bounds of the approved Project Area.

16. County Permits and Approvals – The Project Owner shall apply for and seek issuance of all applicable permits or approvals from the County that are necessary or required for the

construction and operation of the Project. The Project Owner shall provide to the County a copy of these License Conditions.

a. No less than 60 days prior to the start of Construction, the Project Owner shall certify to the PSC by filing a statement in the Docket that it has obtained such approval, listing the permits and approvals granted by the County. The Project Owner shall also certify that it provided the County with a copy of these License Conditions.

b. If the County fails to approve or deny any required local permits in accordance with PUA § 7-207(h)(2)(i) and (ii) and PUA §7-218, or if the County fails to take action on or approve a Final Site Plan, the Project Owner shall file in the Docket a request for an evidentiary hearing before the Commission. The request shall include a detailed summary of the Project Owner's attempts to obtain the required local permits and/or the approval by the County of the Final Site Plan, including the dates the attempts were made and any response of the County, including but not limited to any reason given for denial.

c. The Project Owner shall serve all Parties and the County with a copy of each filing made pursuant to this condition.

17. County Siting Agreement - The Project Owner shall comply with all provisions of the County Siting Agreement as set forth in PUA §7-218(f)(10). The Project Owner shall file a copy of the County Siting Agreement in the docket as part of the Summary Filing for DGCPCN Siting-Specific Conditions with a cover letter indicating which license conditions will be less stringent. A County Siting Agreement shall control where a County Siting Agreement allows for less stringent restrictions than those specified in PUA §7-218(f) and referenced within these license conditions, per PUA §7-218(f)(10).

Environmental

18. Fugitive Dust Control – During construction activities, the Project Owner shall take "reasonable precautions," as described in COMAR 26.11.06.03D, to reduce the potential generation of particulate matter from unpaved roads.

19. Water Appropriation:

a. Construction Dewatering – Consistent with Environment Article, § 5-502(e) of the Maryland Code, the Project Owner shall abide by the following conditions for temporary construction dewatering: 1. The duration of the dewatering, including intermittent non-pumping periods, must be less than 30 days; and 2. The average water use may not exceed 10,000 gallons/day as an annual average. If the Project Owner anticipates that those conditions will be exceeded, the Project Owner shall file notice in the Docket that the Project Owner is requesting either a Permit to Appropriate and Use Waters of the State (Water Appropriation Permit) in accordance with COMAR 26.17.06, or an approval of a Notice of Exemption from the MDE Water and Science Administration. Subsequently, any ultimate response from MDE shall be filed in the

Docket, including any such Water Appropriation Permit or approved Notice of Exemption received by the Project Owner.

b. Non-Construction Dewatering - Consistent with Environment Article § 5-502(e) of the Maryland Code, the CPCN application is the application for a permit to appropriate or use the waters of the State. Unless the Project Owner certifies to the PSC, no less than 60 days prior to the start of construction, that the Project will not utilize waters of the State for any purpose other than construction dewatering, the Project Owner shall abide by the following conditions for all other uses of waters of the State including, but not limited to, landscape maintenance and irrigation: 1. Prior to any construction, the Project Owner shall certify to the PSC and PPRP by filing notice in the Docket that the Project Owner is requesting either a Permit to Appropriate and Use Waters of the State (Water Appropriation Permit) in accordance with COMAR 26.17.06 or an approval of a Notice of Exemption from the MDE Water and Science Administration; and 2. Any ultimate response from MDE shall be filed in the Docket, including any such Water Appropriation Permit or approved Notice of Exemption received by the Project Owner.

20. Spill Control – The Project Owner shall follow guidelines established by the United States Environmental Protection Agency (EPA) Spill Prevention, Control and Countermeasure and Facility Response Plan programs to prevent and control spills. If any potential spill sources, such as transformers containing oil are installed, the Project Owner shall protect all adjacent properties, ditches, and wetlands and environmental media from spills or leaks of the transformer fluids or other biologically detrimental substances by utilizing appropriate containment mechanisms and structures.

21. Oil Contamination - At any time during Construction of the Project, if the Project Owner, Representative, or its contractors encounter soil or groundwater that shows possible evidence of oil contamination or encounter underground storage tanks (USTs), the Project Owner shall stop work where the potentially contaminated soil, groundwater, or UST is detected, and contact MDE Oil Control Program (OCP) at 1-866-633-4686. Work in the area of the potentially contaminated soil, groundwater, or USTs should not commence without guidance and/or approval obtained from MDE OCP. The Project Owner shall follow MDE OCP guidance on sampling, analysis, and mitigation measures that should be taken to properly manage potential oil contamination in soils or water or UST removal or abandonment. If the Project Owner contacts MDE OCP to report potential oil contamination, within 30 days the Project Owner must submit notification (via electronic or U.S. mail) to PPRP, the County, and PSC Staff indicating how the contamination was detected, what sampling and analysis was done (if any), MDE OCP's requirements for managing the contaminated soil or groundwater (if any), and whether the UST was removed or abandoned (if warranted).

22. Well Protection and Documentation – For each agricultural, residential, or industrial well that is not abandoned, but is left accessible on the Project Site during Project Construction and operation, the Project Owner shall carry out each of the following provisions:

a. Use appropriate means to protect the well from damage caused by moving equipment. Such means may include, but are not limited to, surface casing, bollards, and fencing.

b. Document each location in the Final Site Plan filed in the Docket.

c. File the following information in the Docket: well permit number, diameter, depth, and protection mechanism(s).

23. Well Abandonment - For each agricultural, residential, or industrial well that is abandoned as part of Project Construction, abandonment shall be performed by a licensed well driller and in accordance with COMAR 26.04.04.34.

24. Septic System Abandonment – For each septic system that is abandoned as part of the Project, the Project Owner shall ensure that:

a. The septic tank is pumped out by an MDE-registered individual for On-site Wastewater Services and the sewage disposed of at a permitted wastewater treatment plant.

b. The septic tank is removed from the Project Site and the tank excavation area is filled with compacted granular material.

c. The location of the leach field and the extent of contaminated soils are identified. All contaminated material from the leach field shall be spread out on the ground to dry and covered with lime to kill any remaining bacteria. This area shall be secured with fencing to prevent any animal or human contact. After a minimum of two weeks and when the material is completely dry, the Project Owner may incorporate the material and lime into the soil away from any wells or may take the materials and lime offsite.

25. Grading and Stormwater Management – The Project Owner shall file in the Docket any final plan(s) that it submits to the County and MDE in connection with the Project for grading and stormwater management and all permits received for such grading and stormwater management within 15 calendar days of submitting such plans or receiving such permits. The Project Owner shall minimize grading to the maximum extent possible and may not remove topsoil from the parcel but may move or temporarily stockpile soil for grading during Construction.

26. Sediment Control – The Project Owner shall implement soil erosion and sediment control best management practices (BMPs) presented in the current version of the MDE document, *2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control* (including any updates or revisions to the document).

Resources Management

27. Vegetation Management – Prior to Construction, the Project Owner shall comply with each requirement listed below, unless it is inconsistent with a County Siting Agreement entered into by the Applicant and County per PUA §7-218(f)(10) and filed in this Docket as part of the Summary Filing for DGCPCN Siting-Specific Standards pursuant to License Condition No. 17.

   a. The Project Owner shall manage soils inside the LOD for compaction avoidance and remediation according to the *2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control* (including any updates or revisions of the document);

   b. The Project Owner shall plant native or non-invasive naturalized vegetation and other appropriate vegetative protections that have a 90% survival threshold for the life of the Project;

   c. The Project Owner shall not use herbicides except to control invasive and noxious species in compliance with the Maryland Department of Agriculture's Weed Control Law;

   d. The Project Owner shall develop, file in the Docket, and implement a grounds management plan that includes:

      i. A description of the grasses and other plant species to be established and maintained at the Project Site, which may include native pollinator species;

      ii. A schedule that minimizes mowing and that, when at all practicable, avoids mowing activities during the nesting season of most ground-nesting birds (i.e., May through August);

      iii. A limit on grass mowing height at all times to not less than 10 inches, except in areas where this would present a fire hazard or impede required access to equipment;

      iv. A protocol for managing invasive plant species, consistent with County regulations;

      v. A plan for avoiding or minimizing the use of herbicides or pesticides at the Project Site, including specific circumstances under which such substances will be used, and;

      vi. Integrated vegetation management (IVM) protocols for establishing and maintaining self-sustaining vegetated buffers without mechanical mowing.

28. Forest Conservation – Prior to the start of Construction, the Project Owner shall prepare a Forest Stand Delineation as described by Natural Resources Article (NRA) §5-1604 and a Forest Conservation Plan as described by NRA §5-1605 and submit them (via electronic or U.S. mail) to the County and to the Maryland Department of Natural Resources (DNR) Forest Service. The Project Owner shall obtain approval for its Forest Conservation Plan

from the County and file it in the Docket no less than 45 days prior to the start of Construction. The Project Owner shall comply with all provisions of any Project Site Forest Conservation Easement(s).

29. Forest Removal:

    a. Removal of any of any forest is prohibited except where necessary to:

        i. Reduce solar panel shading near the perimeter of the project;

        ii. Facilitate interconnection infrastructure; and

        iii. Ensure adequate site access.

    b. The Project Owner shall follow all state and county requirements, as applicable, for tree trimming, clearing, and timbering, including, but not limited to the requirements specified in DNR document, *2015 Maryland Soil Erosion and Sediment Control Standards and Specification for Forest Harvest Operations* (including any updates or revisions of the document).

    c. No forest removal activities, including tree trimming, clearing, or timbering, shall be conducted during the time-of-year restrictions required for the Project Area by U.S. Fish and Wildlife Service (USFWS) (e.g., Summer Occupancy season and Pup Season) for all bat species identified. A copy of the most recent USFWS letter specifying any such restrictions shall be filed in the docket by the Project Owner as part of the Summary Filing for DGCPCN Siting-Specific Conditions.

30. Wildlife and Heritage Service (WHS) – The Project Owner shall notify and consult with the DNR-WHS to determine appropriate actions if any rare, threatened, endangered, or state-designated In Need of Conservation species are encountered during planning, construction, operation, or maintenance of this facility.

31. Rare, Threatened, or Endangered (RTE) Species – The Project Owner shall avoid or minimize, to the maximum extent practicable, all construction or disturbance affecting streams, wetlands, forests, or springs identified by the DNR Wildlife and Heritage Service (WHS) as being in the vicinity of, or potential habitat for, rare, threatened, endangered or state-designated In Need of Conservation species. For any RTE or state-designated In Need of Conservation species identified by DNR-WHS as present and/or in the vicinity of the Project Site, the Project Owner shall comply with the DNR-WHS recommendations, as specified in its most recent relevant correspondence to the Project Owner, which shall be filed in the Docket. A copy of the most recent DNR-WHS correspondence specifying recommendations shall be filed in the Docket by the Project Owner as part of the Summary Filing for DGCPCN Siting-Specific Conditions.

32. Instream Construction - If a State or other permitting agency has identified time-of-year restrictions for fish spawning or migration, then no instream construction activities shall be conducted during those periods. If a State, or other permitting agency has identified receiving streams that provide habitat for species that require high water quality for

survival (e.g. freshwater mussels), then the recommended agency mitigation requirements shall be followed. A copy of the recommended agency mitigation requirements shall be filed in the Docket by the Project Owner as part of the Summary Filing for DGCPCN Siting-Specific Conditions.

33. Surface Water, Wetlands, and Hydrology Impacts – The Project Owner shall avoid, or minimize and mitigate, all direct and indirect impacts (temporary and permanent) to wetlands, watercourses, and their 100-year floodplains prior to or during any Construction activities.

  a. The Project Owner shall meet all water quality-related performance standards and conditions required in any state-issued authorization for activities in Waters of the United States or Waters of the State of Maryland to ensure that any discharges will not result in a failure to comply with water quality standards in COMAR 26.08.02, or other water quality requirements of state law or regulation. The Project Owner shall apply for and obtain any required MDE permits for construction in or disturbance to permanent and intermittent streams, tidal and nontidal wetlands or their regulatory buffers, floodplains, drainage swales, and ditches, including but not limited to culverts installed as a result of the proposed project development; and if applicable, the Project Owner shall request a Water Quality Certification (WQC) from MDE under Section 401 of the Clean Water Act. To support each such permit application, the Project Owner shall assess and quantify all impacts (temporary or permanent) to the following resources, with copies provided to PPRP, prior to any Construction activities:

    i. Tidal wetlands and waterways;

    ii. Non-tidal waterways, including their 100-year floodplains; and

    iii. Non-tidal wetlands and their regulated buffers.

  b. All culverts for which the Project Owner has operational responsibility shall be inspected annually for structural damage and erosion at the outfall point. Structural damage or erosion below the outfall shall be corrected as soon as practicable.

  c. The Project Owner shall provide a minimum 10-foot vegetated setback, in which no solar panels or landscape buffer will be placed, from the top of the bank of all existing non-jurisdictional ditches and drainage swales.

34. Underground Electrical Cables - For all power cables placed below any stream, ditch, or wetland, the Project Owner shall conform to all requirements and conditions of the U.S. Army Corps of Engineers (Corps) Maryland State Programmatic General Permit–6 (MDSPGP-6), Section IV.A.1.c.(1), which applies to the construction, maintenance, or repair of underground utility lines located in stream or wetland areas. These requirements include, but are not limited to, submitting an application to MDE for authorization (IV.A.1.c.(1)(c)(i)) and developing a remediation plan for inadvertent returns of drilling fluid (IV.A.1.c.(1)(c)(xiv)). These guidelines, or the equivalent if present in the version of the State Programmatic General Permit in effect at the time of construction, maintenance,

or repair, shall be followed by the Project Owner for all power cables placed below any stream, ditch, or wetland, regardless of whether specific MDE or Corps authorization is required for the activity.

35. Public Drainage Association - For any existing Public Drainage Association ditch(es) (i.e., tax ditch) that is within the proposed Project Site or is located adjacent to the Project Site, the Project Owner shall provide a vegetated setback from the top of the bank of the tax ditch to the fence line of the Project, in which no solar panels or other obstructions will be placed. The width of the vegetated setback shall be as required by the applicable Public Drainage Association for access, maintenance, or related purposes. To the extent practicable, as modified by any requirements imposed by the applicable Public Drainage Association, the setback shall be maintained through Integrated Vegetation Management approaches as a self-sustaining, low-growing vegetation community that requires little if any mowing and provides wildlife and pollinator habitat. The Project Owner shall comply with all requirements specified in the most recent relevant correspondence with the applicable Public Drainage Association. A copy of the most recent correspondence shall be filed in the Docket by the Project Owner as part of the Summary Filing for DGCPCN Siting-Specific Conditions.

36. Tier II Stream Protection – If the Project is located within the watershed of a designated high-quality Tier II stream segment, as described in COMAR 26.08.02.04-02, the Project Owner shall comply with the Tier II conditions as specified in the most recent relevant correspondence from the MDE Tier II Review Program, which shall be filed in the Docket.

a. The Project Owner shall implement applicable practices identified in the MDE document "*MDE Tier II Supplementary BMPs for Sediment and Erosion Control*" (including any updates or revisions of the document);

b. If required by MDE, a conservation easement shall be placed on the parcel; and

c. All reports, documentation, or notifications as related to Tier II waters shall be sent to PPRP and to MDE's Tier II Review Program at: Maryland Department of the Environment, Water Quality Standards and Analysis Division, 1800 Washington Boulevard, Suite 420, Baltimore, Maryland, 21230.

d. A copy of the most recent relevant correspondence from the MDE Tier II Review Program shall be filed in the Docket by the Project Owner as part of the Summary Filing for DGCPCN Siting-Specific Conditions.

Cultural Resources

37. Archeological Discoveries:

a. Not less than 45 days prior to Construction, the Project Owner shall consult with MHT about recommended protocols regarding potential unforeseen finds on private construction sites. The Project Owner shall develop a brief guidance document describing the MHT recommended response to potential finds during construction. The

MHT guidance shall be attached to all applicable vendor and supplier contract documents.

b. If artifacts from unforeseen archeological sites or other cultural discoveries are revealed and identified during Construction, the Project Owner, in consultation with and as approved by the Maryland Historical Trust (MHT), shall develop and implement a plan for avoidance and protection, data recovery, or destruction without recovery of such artifacts or sites.

38. MHT Coordination – The Project Owner shall comply with any requirements specified in correspondence from MHT and shall identify any applicable changes on the Final Site Plan. A copy of the MHT correspondence shall be filed in the Docket by the Project Owner as part of the Summary Filing for DGCPCN Siting-Specific Conditions.

39. Onsite Gravesite Protection

a. If a cemetery or gravesite is located within the Project Site or adjacent to the Project Site, the Project Owner shall avoid disturbing the cemetery or gravesite and preserve it in place with a 100-foot setback from the perimeter of the cemetery or gravesite. The Project Owner shall provide perimeter controls and/or protective fencing to ensure that the LOD does not encroach upon the cemetery or gravesite. Project Owner shall maintain a path to the cemetery or gravesite, if applicable, and post a sign where the path intersects with a public road, with specifications for the sign coordinated with the County. The signs shall provide the cemetery or gravesite name and the Project representative's contact information for obtaining access to the cemetery or gravesite. Any change in the representative's contact information shall be updated on the signs within 45 days.

b. In the event that human remains are discovered during Project Site preparation or Construction, all work and Construction activities shall immediately cease and the Project Owner shall contact MHT and the Public Service Commission to determine an appropriate course of action.

Transportation

40. Truck Routing and Traffic Management Plan – Prior to Construction, the Project Owner shall file a final Truck Routing and Traffic Management Plan in the Docket. The Project Owner shall include the final Truck Routing and Traffic Management Plan in all contracts with suppliers and delivery services. The final Truck Routing and Traffic Management Plan shall include:

a. A statement that the Plan has been approved by the County Department of Public Works, the County Public Schools Transportation Services Department and/or the Board of Education, and/or the Maryland Department of Transportation State Highway Administration (MDOT SHA), if applicable.

b. Plan for avoiding or minimizing traffic impacts that restrict truck deliveries to non-peak traffic hours.

c. A primary truck route that identifies the state and local roads to which commercial vehicles are delivering equipment and materials to the Project Site will be restricted.

d. A secondary truck route to be used if circumstances or conditions require construction traffic to temporarily access the Project Site from state and local roads that deviate from the primary truck route.

41. Road Permits – The Project Owner shall comply with all permit requirements for the use, crossing, access, and occupancy of state and county roads and obtain appropriate approvals from the County, MDOT SHA, and other permitting agencies as necessary. The Project Owner shall also comply with the MDOT SHA-specific conditions listed below.

a. Any heavy load access to the proposed development will require Hauling Permits to and from any state roadways. The Project Owner is directed to coordinate any potential permitting with the SHA Office of Traffic and Safety Motor Carrier Division Chief (OOTS MCD) at 410-582-5719 or the OOTS MCD Hauling Permits Manager at 410-582-5723, or any updated contact numbers as provided by OOTS MCD.

b. Coordination with the applicable Department of Public Works will also be required for the Hauling Permit and route approval.

c. For new or modified entrances, access points, utility crossings, or other work within MDOT SHA rights-of-way, the Project Owner shall obtain all required MDOT SHA access or entrance permits and any other approvals for use or occupancy of the State right-of-way prior to commencing such work. Coordinate the potential permitting with the applicable SHA District Utility Engineer.

d. Shall comply with any other requirements specified in correspondence from MDOT SHA Office of Planning and Preliminary Engineering, Regional Intermodal Planning Division (RIPD). A copy of the correspondence from the MDOT SHA RIPD shall be filed in the Docket by the Project Owner as part of the Summary Filing for DGCPCN Siting-Specific Conditions.

42. Road Damage – Prior to Construction, the Project Owner shall photo-document road, shoulder, and right-of-way (ROW) conditions on roads with direct access to the Project Site and monitor road conditions weekly during the construction period or when it is notified of damage or debris caused by construction vehicles. The Project Owner shall comply with SHA and the County's bonding/similar requirements if needed. If the Project Owner causes damage or deposits debris during its work to any roadway under the authority of the MDOT SHA, it shall contact (via electronic or U.S. mail) the applicable MDOT SHA District Maintenance to report any damage to an MDOT SHA roadway and agree to a timeline for correcting the damage. Damage to County roads shall be reported (via electronic or U.S. mail) to the County Department of Public Works, and an agreement shall be made on a timeline for correcting the damage. Repairs to roads, shoulders, and ROWs shall conform to MDOT SHA specifications or County construction standards, as adopted by the Department of Public Works, whichever is applicable.

43. Utility Easement or Railroad Crossings – Prior to the start of Construction, the Project Owner shall coordinate with the owners of any utility easements or railroads that cross within the LOD regarding any necessary agreements, permits, or approvals for construction activities within the utility easements or railroad corridor.

Visual Impacts and Glare

44. Landscape Maintenance Agreement – If required under PUA §7-218(f), the Project Owner shall implement a landscape buffer or vegetative screening consistent with the requirements specified in PUA §7-218(f)(4). The Project Owner has sole responsibility for the maintenance and replacement of dead plantings and/or irrigation systems as needed throughout the life of the Project to maintain the landscape buffer per the Final Site Plan. The landscape buffer/vegetative screening shall be maintained with a 90% survival threshold for the life of the Project per an executed landscaping maintenance agreement with the County and the watering plan required by PUA §7-218(f)(4). The Project Owner shall execute the landscape maintenance agreement with the County prior to the start of planting. The executed landscaping maintenance agreement shall also specify how the Project Owner will maintain any existing wooded vegetation that is being relied upon to meet the design standards. The Project Owner shall file a copy of the executed landscaping maintenance agreement with the County, which includes a watering plan, in the Docket not less than 45 days prior to Construction.

45. Landscape Surety – If required by PUA §7-218(f), the Project Owner shall establish a surety with the County, in the form of cash or bond or letter of credit, equal to 100% of the total landscaping cost (plantings and any associated irrigation systems), and shall file proof thereof in the Docket not less than 45 days prior to Construction. The surety shall be established as soon as practicable, and before planting of the landscaping. If an updated surety is established, the Project Owner shall file a copy of the updated executed surety in the Docket within five (5) business days of execution.

46. Existing Buffer/Vegetative Screening - If the Project's landscape buffer or vegetative screening includes existing wooded vegetation to meet design standards required in §7-218(f)(4), the Project Owner shall comply with the following requirements.

a. The Project Owner shall ensure the existing wooded vegetation remains in place without significant alteration via a lease, easement, or other legally binding document throughout the life of the Project. If the legal form for the commitment changes, the Project Owner shall file in the Docket a compliance filing summarizing the change in the form of the legal assurance, the timeframe, and the purpose of the change. If at any time during the Project operation, the existing wooded vegetation is altered or proposed to be altered in such a way that would result in the existing wooded vegetation having a width of less than 50 feet, the Project Owner shall make all reasonable efforts to stop such alteration or removal.

b. If the existing wooded vegetation as depicted on the Final Site Plan is altered or removed, the Project Owner shall file a letter in the Docket within 30 days of discovering that the alteration or removal has taken place. The letter shall provide a summary of the alteration or removal, the measures attempted to stop the alteration or removal, why such measures were not successful, and the measures the Project Owner proposes to ensure that the Project continues to comply with the requirements in PUA §7-218(f)(4).

47. Viewshed Mitigation – The Project Owner shall comply with all provisions of any county-approved mitigation plan for mitigating the Project's impact on a Preservation Area, Rural Legacy Area, Priority Preservation Area, Public Park, Scenic River or Scenic Byway, Designated Heritage Area, or Historic Structure or Site. The Project Owner shall also comply with all provisions of any county-approved mitigation plan to mitigate impacts on residences, schools, or cultural resources located adjacent to or within line of sight of the Project. A copy of the county-approved mitigation plan shall be filed in the Docket by the Project Owner as part of the Summary Filing for DGCPCN Siting-Specific Conditions..

48. Glare Analysis and Potential Mitigation – Unless the Project Owner certifies to the PSC, no less than 60 days prior to the start of Construction, that the Project components and layout proposed in the Conceptual Site Plan incorporated into the PSC's final order is the same as the Final Site Plan that the Project Owner intends to construct, the Project Owner shall comply with the following requirements.

a. Project Owner shall perform a comprehensive glare analysis that must include, but is not limited to, the estimation of glare: (a) on public use and commercial airports whose final approach path is within three (3) miles of the Project and (b) on public roads and private rights of way that are adjacent to the Project. For purposes of this condition, "final approach path" is defined as two (2) miles from 50 feet above the landing threshold using a standard three-degree glide path;

b. Project Owner shall file the results of this glare analysis in the Docket no less than 60 days prior to the start of any Construction, sending a copy to PPRP by email (and by mail if requested);

c. If the results of the updated glare analysis identify that the final panel type, array design, tracking technology, or layout has materially changed the Project's glare profile, the Project Owner shall submit Federal Aviation Administration and Maryland Aviation Administration determinations (if applicable) and the Project Owner's proposed mitigation to PPRP for review no less than 60 days prior to the start of Construction. After addressing PPRP's comments and any revised recommended license conditions, Project Owner shall file a request for approval of proposed mitigation in the Docket no less than 45 days prior to the start of Construction; and

d. Project Owner shall maintain all temporary mitigation until permanent mitigation provides an opaque visual barrier, which adequately mitigates glare. Temporary and permanent mitigation shall be in conformance with all applicable state and local laws and regulations.

Public Safety

49. Solar PV Fire Safety – The Project Owner shall design, install, and maintain the Project to meet all applicable minimum standards set forth in the National Fire Protection Association (NFPA) 70: National Electrical Code and all applicable minimum standards appropriate for ground-mounted solar facilities set forth in NFPA 1: Fire Code, or the most recent version of the NFPA as adopted by Maryland.

50. Solar PV Emergency Preparedness

   a. At least sixty (60) days prior to the start of Construction the Project Owner or their representative shall contact (via electronic or U.S. mail) the County Department of Emergency Services, or equivalent, to establish points of contact and timely response options, facilitate emergency vehicle access throughout the Project Site, create a consistent marking protocol for the identification of system components that require special attention during an emergency, and develop appropriate Standard Operating Procedures or Standard Operating Guidelines for addressing emergencies within the Project Area. The Project Owner shall also provide a map of the Project, including the proposed location of any solar collector or isolator switch, and post a copy of the map in the Project Area consistent with the Standard Operating Procedures or Standard Operating Guidelines.

   b. The Project Owner shall cause a third-party consultant to create and establish a training curriculum for County emergency service responders, including any local fire department likely to respond to an emergency event at the Project location. The training curriculum shall be available to the local fire departments and any other government agencies identified by the County. The Project Owner shall provide initial training at least 30 days prior to the start of Construction utilizing the available training curriculum, and file results of the County coordination and initial training in the Docket no less than 45 days prior to operation.

   c. Unless the County Department of Emergency Services, or equivalent, affirmatively declines training, the Project Owner or their Representative shall: coordinate and cooperate with the County Department of Emergency Services, or equivalent, to assist them in establishing a periodic training program and schedule that would occur no less than every two (2) years; and shall file a copy of the training schedule in the Docket no less than 45 days after the start of operations. If the County declines training or to set a training schedule, the Project Owner shall file a copy of the County's statement in the Docket no less than 45 days prior to the start of operation.

51. Shielded Inverter Equipment Compliance – If the Project is located within ten miles of a military installation, the Project Owner shall obtain an electrical permit and/or design approvals from the applicable County Department and file it in the Docket no less than 60 days prior to the start of Construction. The electrical permit and/or design approvals shall include information that the Project complies with the County's Electromagnetic Interference and Radio Frequency Interference shielded inverter equipment requirements, if applicable.

52. Department of Defense (DoD) Compliance – If the Project is located within ten miles of a military installation, prior to any Construction, the Project Owner shall certify to the PSC and PPRP by filing in the Docket, that the Project Owner applied for informal review from the DoD Military Aviation and Installation Assurance Siting Clearinghouse (Clearinghouse) within the last 12 months and it was determined that the Project is not in conflict with flight or other restrictions imposed by the Clearinghouse.

Decommissioning

53. Decommissioning

a. At least 60 days prior to the start of Construction, the Project Owner shall file in the Docket the Decommissioning Agreement. PPRP shall file testimony indicating whether the proposed Decommissioning Agreement comports with its recommendations for decommissioning the Project. Staff may file testimony in addition to PPRP. A request for approval of the Decommissioning Agreement will be considered in a forum as directed by the PSC. Construction may not commence until the PSC has approved and incorporated the Decommissioning Agreement into the DGCPCN for the Project.

b. After obtaining PSC approval of the Decommissioning Agreement, the Project Owner shall obtain a surety bond in the amount specified in the approved cost estimate (Attachment A of the Decommissioning Agreement) from a financial institution and shall file a copy of the bond in the Docket prior to the start of Construction. The bond shall contain a liquidated damages provision making the bond payable to the State or the County in the event the Project is abandoned without the State or the County having to first undertake decommissioning, subject to the requirements of paragraph (e) of this Condition. The amount of the financial surety shall not be more than 125% of the estimated future cost of the decommissioning of the Project and its related infrastructure, less any salvage value. Unless the Project Owner has filed in the Docket a request for repowering, the Project will be considered abandoned if there is no electric generation to the grid, as measured by the electric company meter, for a period of six (6) consecutive months, or if the Project Owner does not begin implementation of the decommissioning plan as required by paragraph d.

c. Every five (5) years after the PSC's approval of the Decommissioning Agreement, the Project Owner shall file a request for PSC approval of an updated decommissioning cost estimate (Attachment A of the Decommissioning Agreement) and corresponding financial instrument to adjust for inflation and other necessary changes. Each proposed updated decommissioning cost estimate shall utilize the latest version of Attachment A. The updated cost estimate shall be sent to PPRP, PSC Staff, and the County for review 60 days prior to filing in the Docket. The matter of each proposed updated decommissioning cost estimate may be heard by the Commission or, if delegated, the PULJ Division. If a decommissioning cost estimate changes by more than 10 percent (10%), an evidentiary hearing may be scheduled. After the hearing, the Project Owner shall file a revised decommissioning cost estimate, as necessary, in the Docket. Within three (3) business days of Commission approval of an updated decommissioning cost estimate, the Project Owner shall update the financial instrument, as necessary, and file copies in the Docket.

d. Except in the event of a pending request for repowering filed with the Commission, the Project Owner shall begin implementation of the Decommissioning Agreement at the end of the useful life of the Project, or, if the Project is located on leased property, within six (6) months of the expiration of the final lease term. The Project Owner shall notify (via electronic or U.S. mail) PSC Staff and the County of its intent to decommission thirty (30) days prior to implementation of the Decommissioning Agreement.

e. In the event the State or the County seek payment of the financial surety based on abandonment for failure to implement the Decommissioning Agreement at the end of the useful life of the Project, a written notice of a declaration of end of useful life must be provided to the Project's Representative with allowance for a 60-day cure period during which the Project Owner may present evidence of the viability of the Project in an attempt to cure the alleged default of abandonment. The written notice requirement and 60-day cure provision do not apply to the other causes for finding the Project has been abandoned as described in paragraphs b and d.

54. Service or Submissions to Parties – Informational copies of the required communications, reports, or studies referenced in the preceding license conditions shall be sent by email (and by mail if requested) to the email address specified in the most recent service list in the Docket. Copies served to PPRP shall also be sent by email to pprp.dnr@maryland.gov (and by mail if requested).