



Worcester County Administration  
One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Candace Savage, Deputy Chief Administrative Officer  
DATE: April 10, 2023  
SUBJECT: ARPA Allocation Request

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There is currently \$203,259 in unallocated ARPA funds. I would like to request that the funding be designated to following audio visual improvement projects.

Circuit Court	Courtroom 2 & 3 AV Trial Presentation Equipment	\$101,822
Jail	Video Polycom for Video Court	\$6,265
Administration	Upgrade Commissioner Meeting Room Sound, Swagit Cameras and Screens	\$95,172
	<b>Total</b>	<b>\$203,259</b>

If approved, \$101,822 currently requested in the FY24 Circuit Court budget and \$77,000 currently requested in the FY24 Other General Government budget will be removed.

**Circuit Court of Worcester County Maryland**

Attn: Alexa Shockley  
 One West Market Street, Room 208  
 Snow Hill, Maryland 21863  
 410-632-5417



**Maryland Sound & Image, Inc.**

10303 Marriottsville Road  
 Randallstown, MD 21133  
 voice 410-281-2800  
 Fax 410-281-2772

Attn: **C/O Worcester Circuit Court - Snow Hill**

*AV Installation for Circuit Court  
 Standard Court Room with 10 AV Locations  
 2ea Touch Panels and Monitors for Judge  
 and Clerk  
 4 Monitors for Jury Area; 1 Monitor for Witness  
 2 Monitors for Attorney Tables  
 AV Rack for Connectivity*

**MDOT Minority 01-243  
 MEEC Contract TU-1901  
 Harford Cty AV Service  
 Contract 21-152  
 Anne Arundel AV Contract  
 PGB2200426**

**Courtroom Audio Visual Presentation System Courtroom 2**

7-Feb-23

<i>description</i>	<i>model</i>	<i>part number</i>	<i>manufactur</i>	<i>qty</i>	<i>msrp</i>	<i>unit</i>	<i>ext</i>
10x8 Seamless 4K Scaling Presentation Matrix Switcher with Control - 100 Watt 70 Volt Mono Power Amplifier	DTP CrossPoint 108 4K IPCP MA 70	60-1381-93	Extron	1	\$20,130.00	\$14,936.60	\$14,936.60
12x8 ProDSP Digital Matrix Processor with AEC	DMP 128 C	60-1179-01	Extron	1	\$3,470.00	\$2,168.75	\$2,168.75
Three Input Switcher with Integrated DTP Transmitter - 230 feet (70 m)	DTP T USW 233	60-1551-12	Extron	4	\$1,620.00	\$1,073.75	\$4,295.00
HDMI Twisted Pair Transmitter - 230 feet (70 m)	DTP HDMI 4K 230 Tx	60-1271-12	Extron	5	\$570.00	\$377.50	\$1,887.50
HDMI Twisted Pair Receiver - 230 feet (70 m)	DTP HDMI 4K 230 Rx	60-1271-13	Extron	10	\$570.00	\$377.50	\$3,775.00
Mono 70 V Amplifier - 200 Watts	XPA 2001-70V	60-850-01	Extron	1	\$820.00	\$462.50	\$462.50
7" Tabletop TouchLink® Pro Touchpanel	TLP Pro 720T	60-1562-02	Extron	2	\$2,530.00	\$1,676.25	\$3,352.50
Brackets	Bconnectors	70-077-01	Extron	13	\$62.00	\$38.75	\$503.75
Cable Cubby	202 Black	60-1927-02	Extron	2	\$500.00	\$331.25	\$662.50
Retractor HDMI	Series 2	70-1065-04	Extron	2	\$550.00	\$343.75	\$687.50
Retractor VGA	Series 2	70-1065-11	Extron	2	\$590.00	\$368.75	\$737.50
Retractor Brackets	Holder for Retractors	70-1043-02	Extron	2	\$48.00	\$30.00	\$60.00
Retractor Filler Module		70-1065-35	Extron	2	\$86.00	\$53.75	\$107.50
White noise generator	ST-NG1		RDL	1	\$180.00	\$177.50	\$177.50
White noise generator power supply	PS-24AS		RDL	1	\$46.00	\$40.00	\$40.00
Power Conditioner with cooling fan	PDCOOL-1115R		MAP	1	\$700.00	\$437.50	\$437.50
Shelf	U-1		MAP	1	\$74.50	\$46.56	\$46.56
Equipment Rack	BRK1222		MAP	1	\$393.00	\$245.63	\$245.63

<i>description</i>	<i>model</i>	<i>part number</i>	<i>manufactur</i>	<i>qty</i>	<i>msrp</i>	<i>unit</i>	<i>ext</i>
Vented Security Door, 12 Space	VSDR-12		MAP	1	\$322.00	\$201.25	\$201.25
Rack Power Surge Protector	PL-8		Furman	1	\$240.00	\$196.93	\$196.93
LAN Switch 8 Port POE	SF100D-08P-NA		Cisco	1	\$170.00	\$144.99	\$144.99
Patch Panel UPS			ADI	1	\$86.75	\$79.85	\$79.85
24" Monitor 16:9 IPS Monitor	24"	C623AQR	W Box	6	\$399.99	\$348.75	\$2,092.50
Standard wall mount for 23" Monitor	K0W100B		Chief Mount	4	\$186.00	\$162.50	\$650.00
20" Monitor	20" LED Monitor	VE198T	Insigna	3	\$255.00	\$236.25	\$708.75
Folding Desk Top Monitor Mount	Limbo	Ergon	Ergon	5	\$120.00	\$101.25	\$506.25
10' Cat6 Shielded Network Patch Cable- Blk	NC3-CC716-10		TecNec	36	\$18.95	\$16.88	\$607.50
25' Cat6 Shielded Network Patch Cable- Blk	NC3-CC716-25		TecNec	6	\$33.95	\$20.13	\$120.75
6' VGA+3.5mm Stereo Audio A/V Cable	HD15MM/SA6		TecNec	4	\$17.55	\$16.50	\$66.00
6' HDMI to HDMI Video Cable	HDMI-14-6		TecNec	6	\$10.99	\$10.31	\$61.88
DVI- to Display Port	HDMI-DVID-6		TecNec	4	\$17.95	\$67.63	\$270.50
Misc. Hardware, cable and connectors	Custom		MSI	1		\$400.00	\$400.00
Security Screens for Attornies Desk			TRW	2		\$120.00	\$240.00
Android Adapters for Cell Phone Utilization	Adapter		Android	1		\$56.25	\$56.25
Apple Adapter for Cell Phone Utilization	Adapter		Apple	1		\$60.70	\$60.70
Installation: Project Mgr, Design Engineering, Electronic							
summary							
						equipment.	\$41,047.88
			audio and video system total...			services.	\$9,396.00
						subtotal.	\$50,443.88
Proprietary: The information contained in this proposal						tax	N/a
individual or entity named above. You are hereby						shipping.	\$467.46
or use of any designs contained herein without the						total..	\$50,911.34
Maryland Sound & Image is aggressive in seeking legal							
Maryland Sound and Image, 10303 Marriottsville Road,							
			Courtroom Total				\$50,911.34

Submitted by:  
Walter W Hill, JR

**Circuit Court of Worcester County Maryland**

Attn: Alexa Shockley  
 One West Market Street, Room 208  
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**Courtroom Audio Visual Presentation System Courtroom 3**

7-Feb-23

<i>description</i>	<i>model</i>	<i>part number</i>	<i>manufactur</i>	<i>qty</i>	<i>msrp</i>	<i>unit</i>	<i>ext</i>
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*Walter W. Hill, JR* 2/7/2023  
 Submitted by:  
 Walter W Hill, JR

**Q-98028**

**Date:** March 2, 2023

**Opportunity Name:** Video unit

**Opportunity Number:** OP-79735

**Account Name:** Worcester County, MD - Jail - HQ

**Primary Contact:** Janet Stephenson

**Contact Phone:**

**Contact Email:**

NWN Carousel

**Sales Rep:** Craig Desimone

**Sales Rep Phone:** 866-495-5273

**Sales Rep Email:** cdesimone@carouselindustries.com

**BILL TO**

Worcester County, MD - Jail - HQ  
5022 Joyner Rd PO Box 189  
Snow Hill, MD  
21863

**SHIP TO**

Worcester County, MD - Jail - HQ  
5022 Joyner Rd PO Box 189  
Snow Hill, MD  
21863

**Product**

Parts and One time Fee					
#	ITEM	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
1.	2201-52885-001	Poly Bluetooth Remote Control, 2 AAA batteries included. Compatible with Poly G7500 codec.	1	\$134.10	\$134.10
2.	2215-86512-001	Poly Studio X30 Optional Mounting Kits, includes one each of the following:Vesa Mounting Kit, and Wall Mounting Kit. Compatible with the Studio X30.	1	\$89.96	\$89.96
3.	FTR1U	Chief FTR1U Tilting Flat Panel Wall Mount for Displays up to 32inches	1	\$96.90	\$96.90
4.	2200-85980-001	POLY STUDIO X30 All-in-one 4K Video Conf/Collab/Wireless Pres Sys:4K 4x EPTZ auto-track 120-deg FOV Cam,Codec,Stereo Speakerphone,Monitor Clamp Kit;Ca	1	\$1,274.25	\$1,274.25
5.	VI-MISC-Mat	Miscellaneous Installation Materials	1	\$250.00	\$250.00
6.	S27A600NWN	27INCH/ 2560X1440/300CD/M2/5MS	1	\$493.91	\$493.91
				Total:	\$2,339.12

Maintenance -					
#	ITEM	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
7.	487P-85980-158	Partner Poly Plus Onsite, One Year, Poly Studio X30.	1	\$280.00	\$280.00
				Total:	\$280.00

**NWN-Carousel Services**

#	GROUP NAME	ITEM	QTY	UNIT PRICE**	EXT. TOTAL
1.	Installation	Services	1	\$3,645.00	\$3,645.00
				Total:	\$3,645.00

# ITEM 23

**Subscription Term (Months):**  
**Billing Terms:**  
**Annual Subscription Charge:**  
**Total One-Time Charge:** \$6,264.12  
**Total Recurring Charge:** \$0.00

**Quote Sub-Total:** \$6,264.12  
**Tax Rate:**  
**Estimated Tax:**  
**Estimated Shipping:**

## Accepted and agreed by:

Worcester County, MD - Jail - HQ

Carousel Industries of North America, LLC

Signature

Signature

Name

Name

Title

Title

Date

Date

## Terms and Conditions

This Quote is presented to you by NWN Corporation (“NWN”) and Carousel Industries of North America, LLC (“Carousel”) (collectively, “NWN Carousel”). The pricing contained in this Quote is valid for thirty (30) days from the date of issue. Applicable taxes and freight charges will be applied to the final invoice and Customer shall be billed in accordance with the terms outlined above. For purposes of calculating Taxes, Customer’s location will be set to Customer’s service address or billing address (if the service address is unknown) unless Customer specifically notifies NWN Carousel in writing that it intends to use the services at another/additional valid physical location(s). NWN Carousel reserves the right to reject any request to treat an alternative physical location as Customer’s service address if NWN Carousel discovers that the address is invalid or otherwise inaccurate. If NWN Carousel must pay for any additional Taxes, Imposition and associated interest and/or penalties arising from Customer’s provision of erroneous location data, Customer shall promptly reimburse NWN Carousel for the same within fourteen (14) days of demand by NWN Carousel. Further, Customer shall be responsible for notifying NWN Carousel in the event of any change to service address(s). The payment frequency set forth above details the timing and amount of the charges due under this Quote. One-Time Product charges, including hardware and software, will be invoiced in full at time of shipment. Where applicable, unless Customer notifies NWN Carousel in writing at least ninety (90) days prior to the subscription renewal date, Customer’s subscription term will automatically renew on annual terms. This Quote and any applicable Products or Services purchased hereunder are subject to either (i) the applicable mutually executed Master Products and Services Agreement or Master Services Agreement that authorizes the purchase(s) herein between NWN Carousel and Customer; or (ii) where NWN Carousel and Customer have not executed such an agreement, the terms and conditions set forth at the NWN Master Agreement or Carousel Master Agreement, located at <https://nwncarousel.com/master-agreement/> shall apply (the online terms and conditions and the applicable agreement shall each be deemed the “Agreement”). This Quote is additionally subject to the applicable service descriptions set forth at <https://nwncarousel.com/service-descriptions> and such terms are incorporated by reference into this Quote. For the avoidance of doubt, in the event of any conflict between the terms of this Quote and the Agreement, the terms of the Agreement shall prevail. To the extent the name of the Agreement does not correspond with those referenced above but authorizes Customer to purchase Products or Services from NWN Carousel, those agreements shall additionally be deemed Agreements for the purposes of this Quote. Any terms not defined in this Quote shall be set forth in the Agreement. Unless otherwise prohibited, in the event a product return by Customer triggers NWN Carousel’s vendors to impose restocking fee(s) to process such return, NWN Carousel may, in its sole discretion, impose equivalent restocking fee(s) on customer.

In the event Customer does not execute this Quote and only places a Purchase Order, such Purchase Order is deemed acceptance of the terms of this Quote and any additional or different terms in such Purchase Order will not bind NWN Carousel without its written consent to amend the terms of the Quote. Provided no additional or different terms are contained in a Purchase Order, NWN Carousel may reject a Purchase Order in its sole discretion within two (2) business days from its receipt and after which time such Purchase Order is deemed accepted (an “Accepted Purchase Order”). In the event Customer chooses to place a Purchase Order rather than signing this Quote, the date of the Accepted Purchase Order shall be considered the Effective Date.

## Statement of Confidentiality

This quote has been developed by NWN Carousel and is NWN Carousel’s proprietary trade secret and business confidential information. This quote may not be released to another vendor, business partner or contractor without prior written consent from NWN Carousel.

## Additional Information





Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## ITEM 24

### MEMORANDUM

TO: Worcester County Commissioners  
FROM: Candace I. Savage, Deputy Chief Administrative  
DATE: Officer April 13, 2023  
SUBJECT: Ocean City Battery Energy Storage Project

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We received the attached request from Delmarva Power & Light Company to discuss the adjustment of certain easements related to the Ocean City battery energy storage project.



MCALLISTER  
DETAR  
SHOWALTER  
& WALKER

Ryan D. Showalter  
rshowalter@mdswwlaw.com  
(410) 820-0259 Direct

April 10, 2023

**VIA ELECTRONIC MAIL (commissioners@co.worcester.md.us)**

Honorable Worcester County Commissioners  
Worcester County Government Center  
1 W. Market St. Room 1103  
Snow Hill, MD 21863

Re: Delmarva Power & Light Company  
Ocean City Battery Energy Storage Project – Easement Adjustments

Dear Commissioners:

I am writing to supplement my initial request letter dated February 27, 2023. Delmarva Power & Light Company is undertaking a project to enhance electric system operation and reliability in Ocean City, as required by the Maryland Public Service Commission.

This project involves the development of a battery energy storage system (BESS) in the vicinity of the County Library, near 100<sup>th</sup> Street and Coastal Highway in Ocean City. Delmarva Power and Ocean City have been working collaboratively on the siting of this facility. Delmarva Power representatives met with County and Library staff to discuss the project and respond to questions. Frequently Asked Questions, a Myth-Fact sheet, and letters regarding safety of the project are attached for your reference.

As summarized and depicted by the enclosed plat and site plan excerpts, Delmarva Power currently owns a 1.1559 acre parcel just northwest of the County Library. Ocean City owns an identically sized parcel that is located immediately south of Delmarva Power's property and immediately west of the County Library. For several reasons, Ocean City and Delmarva Power elected to exchange ownership of their respective parcels. This exchange will result in construction of the electric infrastructure adjacent to the City's existing utility improvements and in a position where it is better screened from Coastal Highway. The exchange will also establish a larger area of contiguous property owned by Ocean City.

Several easements encumber and/or benefit the two parcels involved in the proposed property exchange and the County-owned Library parcel. Delmarva Power respectfully requests the opportunity to discuss with you the adjustment of certain easements in a manner that provides benefits to both the County and Delmarva Power. The proposed agreement attached to this letter would (i) confirm certain existing utility easements for the benefit of Parcel C-1.1, (ii) limit Delmarva's blanket access easement across the Library Parcel to a portion of the existing drive aisle, (iii) release a blanket access easement over Parcel C-1.1, and (iv) establish an access and parking license agreement for the benefit of the Library Parcel, which would increase the number



of spaces dedicated for use by Library employees and patrons. Pursuant to Section CG 4-403 of the County Code, this agreement may be approved by the County Commissioners following a duly advertised public hearing. The initial draft of the license agreement has been revised to resolve comments provided by the County Attorney.

We look forward to the opportunity to discuss this Project with you during your April 18<sup>th</sup> meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan D. Showalter", is written over a light blue horizontal line. The signature is fluid and cursive.

Ryan D. Showalter

cc: Roscoe Leslie, Esq. (w/encls.)  
Delmarva Power & Light Company (w/encls.)

## DELMARVA POWER & LIGHT COMPANY PROPOSED EASEMENT MODIFICATION AND RELEASE AND LICENSE

- Delmarva Power is subject to a regulatory mandate to install Battery Energy Storage Systems (BESS). BESS proposed for 100<sup>th</sup> Street, Ocean City is designed to enhance electric system reliability for customers during peak demand on hot summer and cold winter days.
- Delmarva Power and Ocean City own identical, contiguous parcels located immediately west of the Library. A 1990 conditional use approval authorized the construction of a substation on the Delmarva Parcel. Delmarva proposed to install the BESS as part of a limited function substation in this location.
- Through approvals granted in 2022, Ocean City approved a conditional use authorizing the BESS and approved the exchange of ownership of the two properties: (1) Ocean City's Parcel C-1.1, for (2) Delmarva Power's Parcel C-2 (each Map 116, Parcel 1864A) ("Land Swap").
- Community benefits resulting from the Land Swap/BESS include: (i) reliability enhancement of electric system, (ii) screening of BESS from Coastal Highway and surrounds by the Library, Water Tower, Church of the Holy Spirit, and (iii) contiguity of ownership Ocean City (Parcels C-1.2 and C-2).
- Library title deed (April 24, 2006; Liber 4721, folio 727) conveys title to Parcel C-1.3, together with ingress/egress easement over Parcels C-1.2 and C-1.1 and subject to ingress/egress easement for Parcels C-1.2 and C-1.1. No boundaries or location are established for either easement. Library Parcel is also subject to existing electric transmission easement.

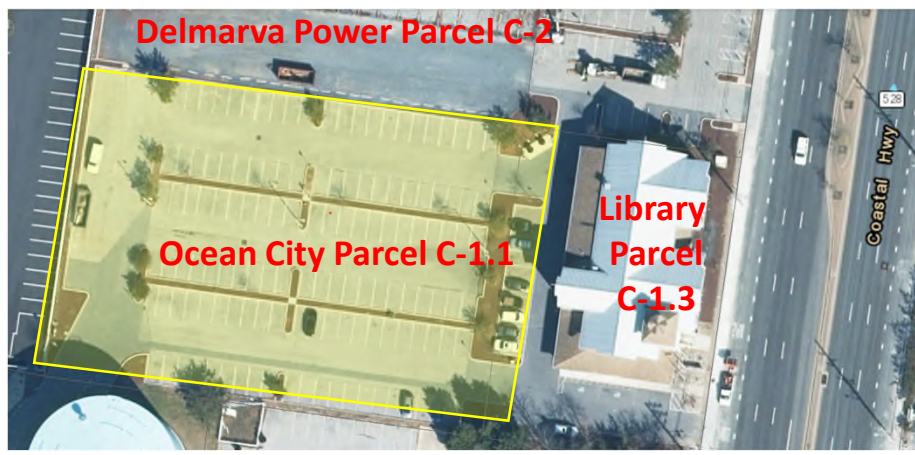
### Proposed Actions :

1. Delmarva Power limitation of blanket ingress/egress easement over Library Parcel to the existing driveway between the future Delmarva Power parcel and Coastal Highway
2. Release of the blanket access easement that encumbers Parcel C-1.1 for the Library Parcel ingress
3. Confirmation that existing utility easements may be used for the benefit of Parcel C-1.1
4. Grant of a license to the County authorizing access across Parcel C-1.1 and Library parking within up to seven parking spaces to be constructed by Delmarva Power

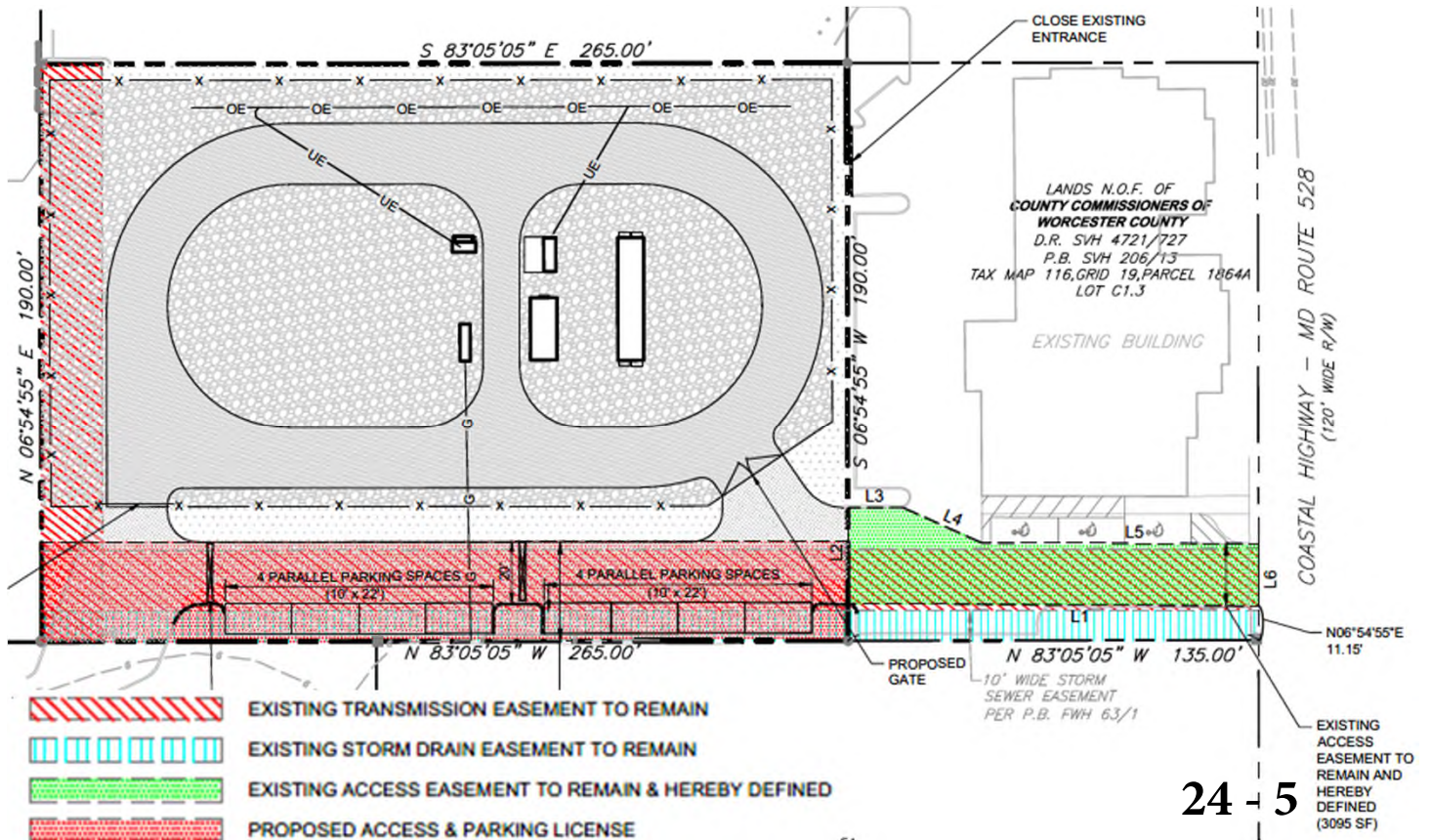
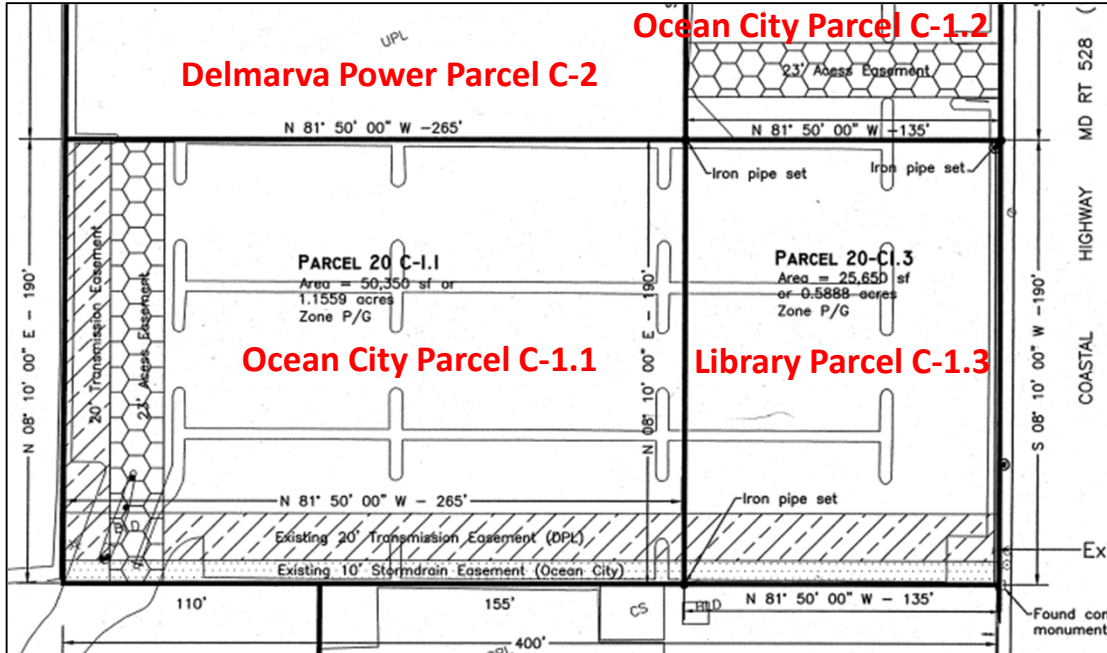
### **Applicable Law - Worcester County Code**

#### **§ CG 4-403 Disposition of County property when no longer used by County.**

(a) Generally. Unless otherwise provided by law, whenever the County Commissioners propose to dispose of any County-owned property or any rights incidental thereto by reason of the fact that such property is no longer required for County use, they shall first advertise the same at least once a week for three successive weeks in one or more newspapers of general circulation in said County inviting competitive bids to be made upon such terms and conditions as the County Commissioners may deem appropriate, including, without limitation, the right to accept or reject any and all bids as they see fit with regard to the disposal of such property and giving an opportunity for objections to any such disposal.



“Final Plat, Resubdivision of Parcel 20 C-1” (Plat Book H 206, page 13)



## Frequently Asked Questions

Delmarva Power is planning to install and operate a new battery energy storage system at 100th Street in Ocean City, Maryland. Below are answers to frequently asked questions we have received from the community regarding this project.

### Battery Technology & Use

#### What is battery energy storage technology and how does it work?

The battery energy storage technology we are proposing to install is essentially a larger scale version of the batteries commonly used in the computers and smart phones we use daily, as well as smaller residential scale batteries that can be found in many homes. When directly connected to the energy grid, the system stores energy that can be used later to meet customers' needs.

A battery energy storage system collects energy from the local electric grid during times of low or normal demand. The energy is then stored in a battery connected to the distribution system. This available energy reserve can reduce the amount of energy needed from the regional transmission system during periods of high demand. The energy is supplied from the storage system back onto the local distribution system during periods of high demand and delivered to local homes or businesses or used to support the overall reliability of the local energy grid.

#### What type of battery is Delmarva Power planning to install?

We plan to install a 1-megawatt battery system consisting of lithium-ion battery modules, transformer, and state-of-the-art electrical/telecom/control equipment. This is the most common type of battery technology used for grid-scale applications. Additionally, aesthetic fencing and landscaping will be installed to enhance the appearance of the substation and screen the battery system.

#### What is Delmarva Power's experience with battery energy storage?

This project is one of Delmarva Power's second involving battery energy storage. Delmarva Power's other battery energy storage project is located in Cecil County, Maryland. Our Exelon sister companies have successfully installed or are planning similar battery energy storage technology to improve reliability and enhance customer experience. These include Baltimore Gas and Electric's Coldspring substation project in Maryland; an Atlantic City Electric project in Beach Haven, New Jersey; three ComEd projects in Chicago's Bronzeville neighborhood, Shorewood, Illinois and Zion, Illinois; Pepco has battery storage projects planned in Montgomery County, Maryland, and the District of Columbia.

We are applying best practices from all these projects to this current project in Ocean City.

#### Will you use the battery system during severe weather events?

This proposed battery storage project will support the local energy grid, enhancing local energy grid resiliency and reliability for all customers and seasonal visitors during times when customer demand for energy is highest.

### Health, Safety & Environment

#### Is battery energy storage technology safe?

Yes. We design all our facilities with safety as our top priority and we are taking enhanced safety measures with this project. Battery energy storage technology is a safe and sustainable energy solution for our customers and communities. We are working with independent fire safety experts on the technical specifications of the battery to ensure they meet the latest industry standards.

## What standards and codes are Delmarva Power following?

Plans for this battery system will meet or exceed all local and regulatory codes for building, construction and fire precautions, including:

- Maryland Fire Code
- International Fire Code
- Institute of Electrical and Electronics Engineers (IEEE) 979: Guide for Substation Fire Protection
- National Fire Protection Association (NFPA) 5: Manual Sprinkler System Design
- NFPA 69: Explosion Prevention
- NFPA 72: National Fire Alarm and Signaling Code (Smoke Detection)
- NFPA 1620: Standard for Pre-Incident Planning
- NFPA 2001: Standard on Clean Agent Fire Extinguishing Systems
- Underwriters Laboratories (UL) 1741: Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed Energy Systems
- UL 1973: Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications
- UL 9540A: Standard for Test Method for Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems
- Environmental Protection Agency Title 40 of the Code of Federal Regulations part 273: Management of Intact Lithium Batteries
- COMAR 26.13: Subsections cover Hazardous and Universal Waste Management
- Resource Conservation and Recovery Act: 40 CFR Part 273 – Universal Waste Requirements; 40 CFR Part 262 – Requirements of Hazardous Waste Generators

Additionally, all Exelon utilities, including Delmarva Power, follow a specific “defense-in-depth” model to enhance the safety and security of battery systems. There are three main pillars that apply to this project:

1. Prevent fires or thermal runaway.
2. System will rapidly detect and respond to conditions to reduce the likelihood of the condition reaching an unacceptable outcome (an unacceptable outcome would be harm to the public, employees, and/or first responders).
3. To prevent thermal runaway continuing after all other mitigation measures are activated, a water-cooling system will be installed inside the battery enclosure to cool the system and mitigate the effects.

## What fire mitigation procedures will the battery system have?

Advanced fire protection and mitigation procedures and tools will be in place during construction and as part of the operation of the battery system. This includes:

- A smoke detection that will activate an automatic suppression system. Upon activation of the smoke detection, the battery system will automatically shut down.
- A fire control station around the battery will allow Delmarva Power and Ocean City Fire Department to evaluate conditions without opening the battery housing. The fire control station will monitor smoke detector status, heat detector status, and gas detection readings from inside of the battery container. It also includes a location for first responders to attach and pump water into the container if needed.
- A pre-piped water spray safety measure that will help avoid the need for first responders to enter the enclosure to address a potential fire. This system exceeds current Ocean City, Maryland codes and will help ensure the highest level of safety.

In the event of an incident or fire, the Ocean City Fire Department will be alerted to respond to support mitigation efforts and monitor public safety. We are working with local emergency management agencies, several fire protection engineering firms in Maryland and the Ocean City Fire Department to educate first responders on the characteristics and safety design features of the battery system, training them on what to do in the event of an emergency, as we do for other electrical equipment and substations. This training is included in the start-up process of the battery system and will be provided annually for all first responders.

## If there is a fire, will there be any release of gas or other contaminants into the air?

Like with any modern building, battery fires have the potential to release byproducts of combustion. This facility will suppress fires through a variety of methods including water suppression systems, which will also work to restrict smoke and harmful byproduct from drifting into the air.

## If there is a fire, will local residents have to evacuate or shelter in place?

Evaluation methods and safety systems to avoid the need for evacuation are being built into this battery system. The decision to evacuate is based solely on first responder incident evaluation. Any evacuation requirements would be determined and communicated by local authorities.

## Does this battery system support clean energy?

This project will not only enable a more resilient grid, but it advances clean energy technology in Ocean City and support's Maryland's broader climate goal of reaching a 50 percent reduction in greenhouse gas emissions by 2030 (from 2006 levels). The future of a modernized grid that will benefit people and the environment involves installations of innovative technology such as battery storage systems. The Ocean City project is a step towards the clean energy grid of the future.

## What are the environmental impacts of constructing a battery in a residential area?

Environmental impacts to the local area are minimal and the net effect of installing clean energy solutions like battery storage will be positive to the climate. We will adhere to all permit requirements and utilize professional environmental monitors to ensure compliance and leverage third party environmental consultants as needed.

## What emissions does the battery system produce?

The battery system does not produce any emissions. This facility stores electricity and supports the delivery of power to local homes and businesses; it does not generate electricity, it simply maintains a charge of electrons and stores them for use similar to smaller battery-powered devices.

## How does this project and Electric and Magnetic Fields (EMF) relate to our environment and community safety?

We understand some customers have concerns about Electric and Magnetic Fields (EMF) and we take those concerns seriously. Battery energy storage is a low voltage system, and this facility will have minimal impact on any EMF levels that currently exist due to other electrical sources in the area. Safety is always our top priority, and it is a constant consideration as we design, operate and maintain the local energy grid. We closely follow the most current EMF safety research and design our projects accordingly. In Ocean City we have contracted third party experts to conduct EMF studies and they have determined that nearby properties would not be impacted by this new system. We will continue to do field tests at this site and monitor EMF before and after installation as well.

It is important to remember that we live with EMF every day. EMF is present wherever electricity is generated, transmitted, or used and can be found in homes, offices and schools. The World Health Organization, the National Institute of Environmental Health Sciences and others have reviewed the large amount of scientific research that has been conducted on EMF and health over the last 40 years and concluded that exposure to EMF has not been shown to cause or contribute to any adverse health effects in adults or children.

## What is the process for mitigating and addressing spills and runoff during and after construction of the battery system, including during weather events?

There is a very minimal risk for oil or chemical (liquid dielectric or coolant) spills during both the construction and operation of the battery storage system and all associated equipment. We hold both our contractors and employees to the strictest standards for spill prevention and control while performing maintenance and construction activities at any of our sites. The batteries being installed at this location are fully sealed and corrosion resistant, leaving little opportunity to leak. The battery system will be monitored 24/7 and any leak or damage detected would trigger an immediate response. All equipment will be visually inspected on a regular basis and preventative maintenance will be performed to ensure the system operates safely. We maintain spill kits on-site for use and will follow all procedural and regulatory spill control, reporting and cleanup requirements in the unlikely event of a release.

## Who is benefiting from the Battery Project?

This proposed battery storage project will support the local energy grid in Ocean City, enhancing local energy grid resiliency and reliability for all customers and seasonal visitors during times when customer demand for energy is highest.

For questions regarding this proposed project, please contact Jim Smith, Delmarva Power Public Affairs, at 667-313-2707 or [jim.a.smith2@delmarva.com](mailto:jim.a.smith2@delmarva.com).

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**Learn More:** [delmarva.com/EnergyStorage](https://delmarva.com/EnergyStorage) | [jim.a.smith2@delmarva.com](mailto:jim.a.smith2@delmarva.com) | 667-313-2707



Delmarva Power is planning to install and operate a new battery energy storage system in Ocean City, Maryland. The information below addresses common health, safety, and environmental concerns about battery energy storage systems.

Concern (Myth)	Response (Fact)
<p><b>Battery storage systems are a new technology and are not safe for residential use.</b></p>	<p>Battery energy storage technology is a safe and sustainable energy solution for grid applications. This technology has existed for many years and the safety of such systems has vastly improved over recent years.</p> <p>Safety is the top priority for Delmarva Power. We are working with top national and local experts to ensure ample safety protocols and operating practices.</p>
<p><b>Fire safety planning and protocols that will be implemented are inadequate.</b></p>	<p>Delmarva Power is working closely with local emergency management agencies, several fire protection engineering firms in Maryland and the Ocean City Fire Department to educate and train first responders and the public on this facility. We have enhanced precautions with advanced, multi-layer fire protection and mitigation procedures, tools and technology. A list of specific standards and protocols being followed can be found in our project FAQ.</p>
<p><b>Battery fires cannot be extinguished and must 'burn off,' causing harmful gases to drift uncontrolled into the environment and shelter-in-place or evacuation to be necessary.</b></p>	<p>Delmarva Power will do everything we can to ensure safe operation of the facility.</p> <p>Battery fires are rare and systems exist to counteract 'burn off' or 'thermal runaway'. Our state-of-the-art system will constantly monitor risks and will feature high performance automatic fire suppression and the safest design for fire department response and control.</p>
<p><b>Electric and Magnetic Field (EMF) levels will increase due to the battery system and impact nearby residents.</b></p>	<p>Third-party experts have determined that EMF levels from this low-voltage system will not impact nearby properties. We will continue to conduct independent EMF studies throughout the construction and operation of the battery system to ensure EMF levels remain safe.</p>
<p><b>Battery energy storage systems release runoff and emissions that can damage the natural environment.</b></p>	<p>Batteries have no emissions, and this facility will simply store electricity for local homes and businesses. This unit will also be self-contained to prevent any potential for runoff.</p>

**Learn More:** [delmarva.com/EnergyStorage](https://delmarva.com/EnergyStorage) | [jim.a.smith2@delmarva.com](mailto:jim.a.smith2@delmarva.com) | 667-313-2707



# Ocean City Fire Department

**Richard Bowers**  
Fire Chief

**Christopher Shaffer**  
Deputy Chief

**Eric Peterson**  
Assistant Chief

March 15, 2023

Terry McGean, City Manager  
301 Baltimore Avenue Ocean City, MD 21842

Re: Delmarva Power Battery Storage Project/Easement Adjustment Proposal

City Manager Terry McGean,

It has come to my attention that Worcester County has requested the position of the Ocean City Fire Department's regarding the proposed easement adjustment and construction of Delmarva Power's Battery Storage Project in the area of 100th Street here in Ocean City.

Deputy Fire Marshal Battalion Chief Joe Sexauer and myself met with Delmarva Power representatives on February 17, 2023. During the meeting, they reviewed draft emergency operations plans, hazard mitigation plans, and construction/code compliance information for the project. We found the project to be acceptable in concept based on the information presented. Based on the discussion, it is our expectation and understanding from Delmarva Power that the construction will be in accordance with Ocean City and State Fire Prevention Codes, including: -NFPA 1, Fire Code -NFPA 101, Life Safety Code -NFPA 855, Standard for the Installation of Stationary Energy Storage Systems.

This, along with applicable Building and Zoning Codes, will be required to be formally evaluated and compliance verified during the Technical Review and Permitting Process, which Delmarva Power intends to comply with. This review will also include a formal review of the Emergency Operations Plan by the Ocean City Fire Department, as outlined in NFPA 855.

Should you, or Worcester County Administrator Young, require additional information, please contact Deputy Chief Bunting and myself.

Respectfully,

A handwritten signature in blue ink that reads "Richard Bowers".

Fire Chief Richard Bowers

cc: Deputy City Manager Elton Harmon



TOWN OF  
**OCEAN CITY**

*The White Marlin Capital of the World*

---

Ocean City Fire Marshal's Office/Bomb Squad  
301 Baltimore Avenue  
Ocean City, MD 21842  
410-289-8780

March 14, 2023

Terry McGean, City Manager  
301 Baltimore Avenue  
Ocean City, MD 21842

Re: Delmarva Power Battery Storage Project/Easement Adjustment Proposal

Terry:

It has come to my attention that Worcester County has requested the position of our Fire Marshal's Office regarding the proposed easement adjustment and construction of Delmarva Power's Battery Storage Project in the area of 100<sup>th</sup> Street here in Ocean City.

FM Battalion Chief Joe Sexauer and Fire Chief Richard Bowers met with Delmarva Power representatives on February 17, 2023. During the meeting, they reviewed draft emergency operations plans, hazard mitigation plans, and construction/code compliance information for the project, and found the project to be acceptable in concept based on the information presented.

Based on the discussion, it is our expectation and understanding from Delmarva Power that the construction will be in accordance with Ocean City and State Fire Prevention Codes, including:

- NFPA 1, *Fire Code*
- NFPA 101, *Life Safety Code*
- NFPA 855, *Standard for the Installation of Stationary Energy Storage Systems*




This, along with applicable Building and Zoning Codes, will be required to be formally evaluated and compliance verified during the Technical Review and Permitting Process, which Delmarva Power intends to comply with. This review will also include a formal review of the Emergency Operations Plan by the Fire Department, as outlined in NFPA 855.

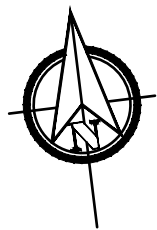
Should you, or Mr. Young, require additional information, please don't hesitate to reach out.

Respectfully,

Josh Bunting  
Deputy Chief/Fire Marshal

LEGEND:

- UE — EXISTING UNDERGROUND ELECTRIC
- OE — EXISTING OVERHEAD ELECTRIC
- SD — EXISTING STORM DRAIN
- SAN — EXISTING SANITARY SEWER
- G — EXISTING GAS LINE
- ☆ EXISTING LIGHT POLE
-  EXISTING STORM DRAIN EASEMENT
-  EXISTING TRANSMISSION EASEMENT
-  EXISTING ACCESS EASEMENT



LANDS N.O.F. OF  
**DELMARVA POWER & LIGHT COMPANY**  
 D.R. FWH 723/456  
 P.B. SVH 206/13  
 TAX MAP 116, GRID 19, PARCEL 1864A  
 LOT 20C

LANDS N.O.F. OF  
**MAYOR AND CITY COUNSEL OF OCEAN CITY**  
 D.R. RHO 1716/132  
 P.B. SVH 206/13  
 TAX MAP 116, GRID 19,  
 PARCEL 1864A  
 LOT C1.2

LANDS N.O.F. OF  
**OUR PLACE AT THE BEACH CONDOMINIUM - COUNCIL OF UNIT OWNERS**  
 D.R. RHO 1898/589  
 P.B. SVH 229/17  
 TAX MAP 116, GRID 13, PARCEL 1764A

20' WIDE TRANSMISSION EASEMENT PER P.B. SVH 206/13 (TO REMAIN)

23' WIDE ACCESS EASEMENT PER P.B. SVH 206/13 (TO REMAIN)

LANDS N.O.F. OF  
**MAYOR AND CITY COUNSEL OF OCEAN CITY**  
 D.R. RHO 1716/132  
 P.B. SVH 206/13  
 TAX MAP 116, GRID 19, PARCEL 1864A  
 LOT C1.1

LANDS N.O.F. OF  
**COUNTY COMMISSIONERS OF WORCESTER COUNTY**  
 D.R. SVH 4721/727  
 P.B. SVH 206/13  
 TAX MAP 116, GRID 19, PARCEL 1864A  
 LOT C1.3

LANDS N.O.F. OF  
**MAYOR AND CITY COUNSEL OF OCEAN CITY**  
 D.R. RHO 323/577  
 TAX MAP 115, GRID 4, PARCEL 1866A

LANDS N.O.F. OF  
**VESTRY OF NORTH OCEAN CITY PARISH**  
 D.R. RHO 1752/40  
 TAX MAP 115, GRID 5, PARCEL 1865A

10' WIDE STORM SEWER EASEMENT PER P.B. FWH 63/1

20' WIDE ELECTRIC FACILITIES EASEMENT PER P.B. RHO 129/14 (TO REMAIN)

S 83°05'05" E 265.00'

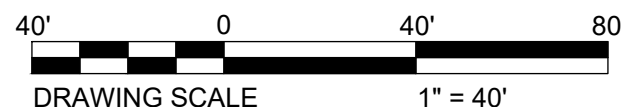
N 06°54'55" E 190.00'

S 06°54'55" W 190.00'

N 83°05'05" W 265.00'

N 83°05'05" W 135.00'

COASTAL HIGHWAY — MD ROUTE 528  
 (120' WIDE R/W)



**DUFFIELD ASSOCIATES**  
 Soil, Water & the Environment

5400 LIMESTONE ROAD  
 WILMINGTON, DE 19808-1232  
 TEL: 302.239.6654  
 FAX: 302.239.9465

OFFICES IN DELAWARE, MARYLAND, PENNSYLVANIA AND NEW JERSEY  
 E-MAIL: DUFFIELD@DUFFINET.COM

DESIGNED BY:	SHP
DRAWN BY:	GAZ
CHECKED BY:	SHP
FILE:	EsmtExhibit.dwg

EASEMENT EXHIBIT  
 EXISTING FEATURES

**DELMARVA POWER & LIGHT CO.**  
**BATTERY ENERGY STORAGE SYSTEM**

OCEAN CITY ~ MARYLAND

DATE:  
 14 FEBRUARY 2023

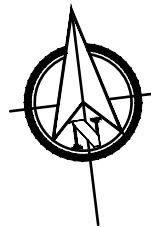
SCALE:  
 1" = 40'

PROJECT NO.  
 16552

SHEET:  
 EXHIBIT #1

LEGEND:

- UE --- EXISTING UNDERGROUND ELECTRIC
- OE --- EXISTING OVERHEAD ELECTRIC
- SD --- EXISTING STORM DRAIN
- SAN --- EXISTING SANITARY SEWER
- G --- EXISTING GAS LINE
- ☆ EXISTING LIGHT POLE
- X --- PROPOSED FENCE
- UPRIGHT CURB --- PROPOSED UPRIGHT CURB
- OE --- PROPOSED OVERHEAD ELECTRIC
- G --- PROPOSED GAS LINE
- [Pattern] PROPOSED COMPACTED GRAVEL
- [Pattern] PROPOSED UNCOMPACTED GRAVEL
- [Pattern] PROPOSED LANDSCAPE AREA
- [Pattern] EXISTING ASPHALT TO REMAIN
- [Pattern] EXISTING TRANSMISSION EASEMENT TO REMAIN
- [Pattern] EXISTING STORM DRAIN EASEMENT TO REMAIN
- [Pattern] EXISTING ACCESS EASEMENT TO REMAIN & HEREBY DEFINED
- [Pattern] PROPOSED ACCESS & PARKING LICENSE



LANDS N.O.F.  
MAYOR AND CITY COUNSEL  
OF OCEAN CITY  
D.R. RHO 1716/132  
P.B. SVH 206/13  
TAX MAP 116, GRID 19,  
PARCEL 1864A  
LOT C1.2

**DUFFIELD ASSOCIATES**  
Soil, Water & the Environment  
5400 LIMESTONE ROAD  
WILMINGTON, DE 19808-1232  
TEL: 302.239.6654  
FAX: 302.239.8465  
OFFICES IN DELAWARE, MARYLAND  
PENNSYLVANIA AND NEW JERSEY  
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DESIGNED BY: SHP  
DRAWN BY: GAZ  
CHECKED BY: SHP  
FILE: EsmtExhibit.dwg

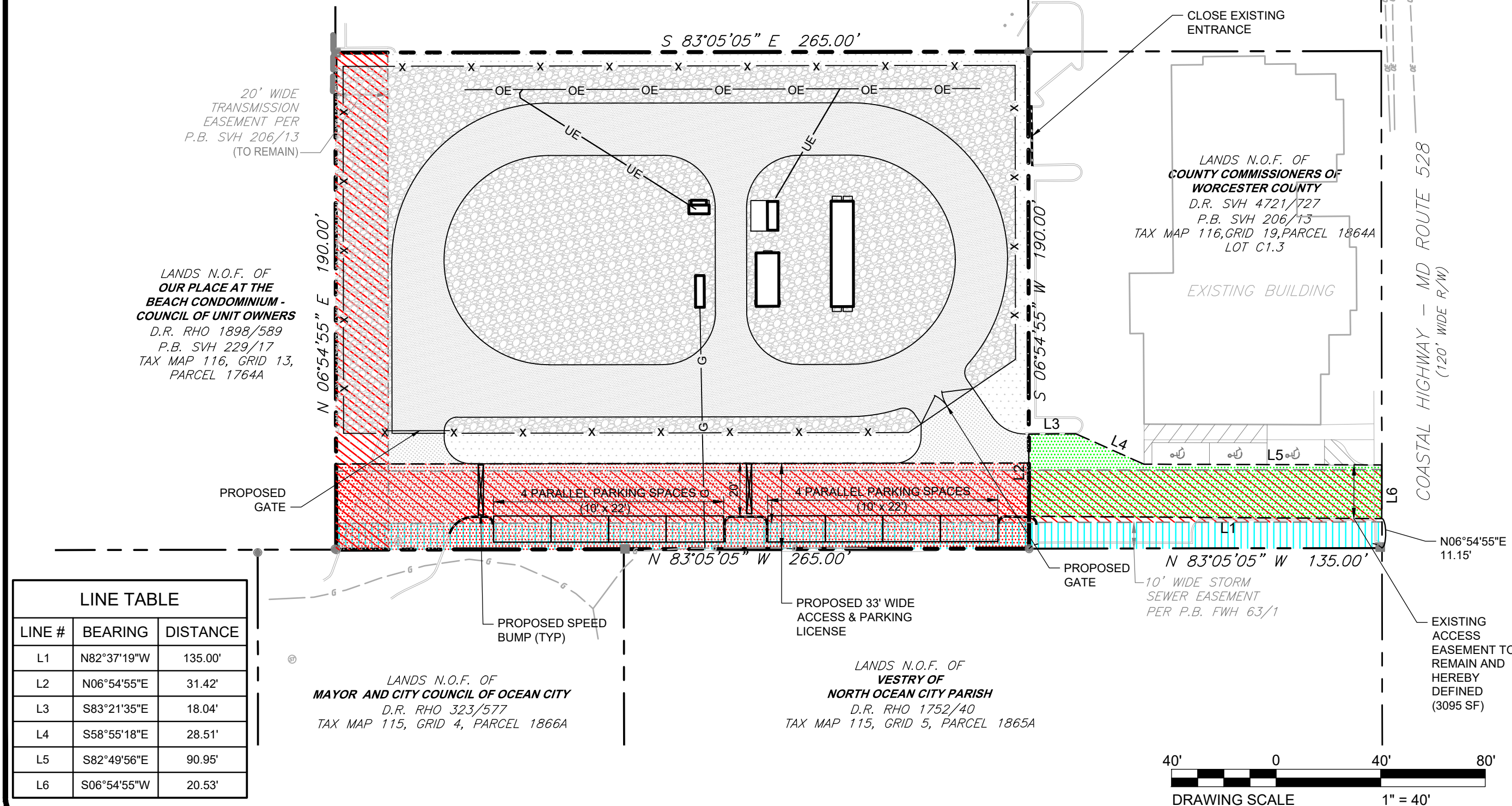
EASEMENT & LICENSE EXHIBIT  
PROPOSED FEATURES  
**DELMARVA POWER & LIGHT CO.**  
BATTERY ENERGY STORAGE SYSTEM  
OCEAN CITY ~ MARYLAND

DATE:  
14 FEBRUARY 2023

SCALE:  
1" = 40'

PROJECT NO.  
16552

SHEET:  
EXHIBIT #2



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N82°37'19"W	135.00'
L2	N06°54'55"E	31.42'
L3	S83°21'35"E	18.04'
L4	S58°55'18"E	28.51'
L5	S82°49'56"E	90.95'
L6	S06°54'55"W	20.53'



Indexing Instructions: Grantor and Grantee:

County Commissioners of Worcester County, Maryland  
Delmarva Power & Light Company

Tax ID Nos.: 10-749174 (“County Parcel”) County Commissioners of Worcester County, Maryland

10-332281 (“Parcel One”) Delmarva Power & Light Company  
(formerly Mayor and City Council of Ocean City, Maryland)

I HEREBY CERTIFY that the following instrument was prepared by an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

\_\_\_\_\_  
Ryan D. Showalter, Esquire

**EASEMENT MODIFICATION AND RELEASE  
AND  
LICENSE AGREEMENT**

THIS EASEMENT MODIFICATION AND RELEASE AND LICENSE AGREEMENT (“**Agreement**”) is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia (“**DP&L**”), and COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (“**County**”), each a “**Party**” and collectively, the “**Parties**”. This Agreement shall be effective on the later of: (i) the date it is fully executed, or (ii) the date that an instrument conveying Parcel One (defined below) to DP&L is recorded among the Land Records (defined below) (“**Effective Date**”).

*EXPLANATORY STATEMENT*

WHEREAS, the Mayor and City Council of Ocean City, Maryland, a Maryland municipal corporation (“**Ocean City**”) presently owns a lot or parcel of land comprised of 50,350 square feet, more or less, which parcel is designated among the Worcester County Tax Records as Lot C-1.1 of Parcel 1864A, Map 116, which parcel is depicted as “PARCEL 20 C-1.1” by a plat entitled “FINAL PLAT, RESUBDIVISION OF PARCEL 20 C-1, REF 1716/132, LANDS OF MAYOR AND CITY COUNCIL, OCEAN CITY”, dated February 17, 2006 and recorded among the Plat Records of Worcester County, Maryland (“**Plat Records**”) in Plat Book SVH 206, page 13 (“**Record Plat**”), which plat is incorporated herein (“**Parcel One**”).

WHEREAS, DP&L presently owns a lot or parcel of land comprised of 50,350 square feet, more or less, which parcel is designated among the Worcester County Tax Records as Lot C-2 of Parcel 1864A, Map 116, which parcel is depicted as “PARCEL 20 C-2” by the Record Plat (“**Parcel Two**”).

WHEREAS, the County owns a parcel of land located immediately east of Parcel One, which parcel is depicted and designated by the Record Plat as “Parcel 20 C-1.3” (“**County**”).

Parcel”), and is more particularly described by a deed dated April 24, 2006 and recorded among the Land Records of Worcester County, Maryland (“**Land Records**”) in Liber SVH 4721, folio 727 (“**County Deed**”); and

WHEREAS, pursuant to the County Deed, Parcel One is subject to a blanket easement of ingress and egress for the benefit of the County Parcel; and

WHEREAS, the County Parcel is subject to: (i) a blanket easement for ingress and egress for the benefit of Parcel One, and (ii) a utility easement reserved by DP&L for the benefit of Parcel Two; and

WHEREAS, Ocean City and DP&L are exchanging ownership of Parcels One and Two to, among other things: (i) provide an opportunity for DP&L to construct its electric system infrastructure improvements on Parcel One in a location closer to existing utilities owned by Ocean City and more screened from view of the Coastal Highway corridor by existing structures, and (ii) consolidate land holdings of Ocean City adjacent to a lot located immediately north of the County Parcel and contiguous to the east of Parcel Two; and

WHEREAS, following a duly advertised public hearing, County authorized by Resolution No. 23-\_\_ (adopted April \_\_, 2023) the:

- (i) limitation of the existing blanket access easement encumbering the County Parcel for the benefit of Parcel One to a defined area of the County Parcel;
- (ii) release of the blanket access easement encumbering Parcel One for the benefit of the County Parcel in exchange for an access license and the construction and maintenance of additional parking for use by the County Parcel; and
- (iii) confirmation that the Utility Easements (defined below) may be used by Parcel One; and

WHEREAS, County seeks additional parking spaces for use by patrons of the library located on the County Parcel; and

WHEREAS, DP&L is willing to permit employees and visitors of the County Parcel to park their vehicles on the Property upon the terms and conditions stated in this Agreement; and

WHEREAS, DP&L and County have executed this Agreement to memorialize and effectuate the agreements summarized by the foregoing paragraphs, intending this Agreement to automatically become effective upon DP&L’s ownership of Parcel One.

NOW THEREFORE, WITNESSETH, in consideration of the foregoing Explanatory Statement, other good and valuable consideration, the total payment in consideration hereof being ZERO DOLLARS (\$0.00), and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Modification and Confirmation of Easements Benefitting Parcel One.

(a) Pursuant to the County Deed, the County Parcel is subject to blanket easements for ingress, egress and regress for the benefit of Parcel One and Parcel 20 C-1.2 (as depicted by the Record Plat), which easements have no specified location or dimension. County and DP&L hereby agree that the access easement for ingress and egress across the County Parcel for the benefit of Parcel One shall be limited to the area consisting of 3,095 square feet, as more particularly depicted and described by Exhibit 1 (designated as “Existing Access Easement to Remain and Hereby Defined (3095 SF)”). Such easement shall permit access, ingress and egress by vehicles, equipment and pedestrians, at all times. The foregoing shall not waive, restrict, modify or otherwise affect the ingress and egress easement across the County Parcel for the benefit of Parcel 20 C-1.2 as reserved by Ocean City in the County Deed.

(b) The County acknowledges and agrees that the Electric Facilities Easement “A” (as depicted by the Delmarva Plat) is identical to the Transmission Easement (as depicted by the Record Plat) and constitutes part of the easements reserved by DP&L by a deed dated March 14, 1981 and recorded among the Land Records in Liber RHO 1716, folio 132 (“**1981 Deed**”). All of the foregoing easements are referred to collectively as the “**Utility Easements**”. In consideration of the exchange of ownership of Parcel One and Parcel Two, the County hereby acknowledges and agrees that the County Parcel remains subject to the Utility Easements and grants, conveys, modifies and confirms such Utility Easements to run for the benefit of, and to support development of infrastructure on, Parcel One, which will be owned by DP&L following its exchange of Parcel Two with Ocean City. All terms and conditions imposed, required or reserved with respect to such Utility Easements by the County Deed or 1981 Deed remain applicable to such Utility Easements for the benefit of Parcel One and such deeds are incorporated herein.

(c) The owner of Parcel One, its successors and assigns, shall have and hold said easements, forever.

2. Release of County Parcel Access Easement. County hereby abandons, waives, terminates and releases the “easement of ingress and egress” as established by the County Deed that extends across Parcel One for the benefit of the County Parcel, and the area of such former easement shall be held by the owner of Parcel One, its successors and assigns, free and clear of such easement, forever. Notwithstanding the foregoing, the County hereby expressly reserves the easement of ingress and egress established by the County Deed across Parcel 20 C-1.2 for the benefit of the County Parcel.

3. County Parcel Library License. DP&L hereby grants to County and establishes for the benefit of the County Parcel a temporary, revocable, non-exclusive license (“**License**”) to use a maximum of seven (7) parking spaces to be constructed and designated by DP&L on Parcel One upon and subject to the terms and conditions set forth herein, and in conformance with Exhibit 1, which is incorporated herein by reference. Such License encumbers only southernmost thirty-three (33) feet of Parcel One (“**Premises**”). The rights of under this License include a non-exclusive right over and across the Premises for ingress and egress. DP&L will construct a vehicular travel surface, designated parking spaces, speed bumps or tables, signage and related improvements within the Premises (“**Improvements**”).



(a) Terms and Conditions of License.

(1) *Term.* Commencing on the Effective Date, the employees, users and visitors of the public library located on the County Parcel (“**Library**”), shall have use of the Premises for a period of five (5) years for the purposes described above; provided, however, that either Party may terminate this License at any time upon one hundred-twenty (120) days’ written notice to the other Party. Upon the expiration of the initial five-year period, the License will automatically renew thereafter on an annual basis unless terminated by either Party. Additionally, the License may be terminated by DP&L at any time if the County fails to comply with the terms of this License.

(2) *Use.* The rights of County hereunder shall be to temporarily park the vehicles of Library visitors and employees, only, in the designated areas of the Premises and to have a non-exclusive right of access over and across the Premises for ingress and egress. County shall not permit any waste or damage to be done to the Premises and shall maintain the Premises and keep said area in good condition and repair and free of any litter and other waste, including the removal of snow and ice. County may post signage on the Premises indicating that the parking on the Premises is restricted to the visitors and/or employees of the Library. County shall not alter the Premises or any improvements on the Premises.

(3) *Obstructions.* No vehicles may park within or obstruct the Premises at any time or for any duration except in designated parking spaces, which may be occupied only during the days and hours that the Library is open to the public. Any vehicle that obstructs any other portion of the Premises or any access drive or entrance to Parcel One shall be subject to immediate towing and/or removal at the sole risk and expense of the owner and operator of such vehicle. Notwithstanding the foregoing, DP&L reserves the right to temporarily block, obstruct or modify the Premises as necessary for the construction, use, operation, maintenance and repair of any electric system or other utility infrastructure located on Parcel One. When reasonably possible, DP&L will endeavor to provide advance notice to the County, but such closures may occur without notice and for unspecified durations as deemed necessary by DP&L.

(4) *Indemnification.* County shall indemnify, defend, protect and hold DP&L, and its officers, directors, agents, representatives, and employees harmless from and against all liens and encumbrances of any nature whatsoever which may arise in the exercise of County’s rights hereunder, and from any and all claims, causes of action, liabilities, costs and expenses (including reasonable attorneys’ and in-house counsel fees), losses or damages (“Claims”) arising from County’s exercise of the License rights herein granted to the extent such Claims are caused by the negligence of the County or County’s agents, employees or contractors.

(5) *Damage or Loss.* County, as a material part of the consideration to DP&L, hereby assumes all risk of damage to its property or injury to all persons and personal property in or upon the Premises. County, for itself and for any employee, visitor or member of the public exercising rights of the County hereunder, hereby releases and relieves DP&L, and waives its entire right of recovery against DP&L, for any loss or damage arising out of or

incident to the Premises, whether due to the negligence of the County or DP&L or their respective agents, employees and/or contractors.

(6) *Surrender.* Upon the termination of this License, all right, title, and interest of the County in and to this License shall be surrendered peaceably to DP&L.

(7) *Insurance.* County shall maintain in full force and effect during the term of this License, at the County's cost and expense, a policy of comprehensive general liability insurance in terms and amounts satisfactory to DP&L, but in any event no less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence combined single limit bodily injury, personal injury, death and property damage, subject to such increases in amount as DP&L may reasonably require from time to time, covering any accident or incident arising in connection with the presence of the County or its agents, employees, or contractorson the Premises. Coverage shall include, but not be limited to, personal injury liability, property and operation, blanket contractual, cross liability, severability of interest, broad form property damage, and independent contractors. Such insurance shall be primary and noncontributing, and shall not be cancelable or subject to reduction of coverage or other modification without thirty (30) days prior written notice to DP&L. County shall concurrently with the execution of this License deliver to DP&L a copy of such insurance policy, or a certificate of insurance evidencing such coverage. In the event the County's insurance policy is renewed, replaced or modified, the County shall promptly furnish DP&L with a copy of such policy, or a certificate of insurance, as renewed, replaced or modified.

(8) *Default.* In the event of a breach by the County of any of the terms of this License, all rights of the County hereunder shall cease and terminate, and in addition to all other rights DP&L may have at law or in equity DP&L may re-enter the Premises and take possession thereof without notice, and may remove any and all persons therefrom, and may also cancel and terminate this License; and upon any such cancellation, all rights of the County in and to the Premises under this License shall cease and terminate.

(9) *Rules and Regulations.* DP&L shall have the right to:

(A) Establish and enforce reasonable rules and regulations concerning the management, use, and operation of the Premises; and

(B) Close any portion of the Premises to whatever extent required in the reasonable opinion of DP&L's counsel to prevent a dedication of any of the Premises or the accrual of any prescriptive rights of any person or of the public to the Premises.

(10) *Security Measures.* County hereby acknowledges that DP&L is not obligated to provide any security measures, and DP&L shall not be liable for any defects or negligence in the implementation of any security measures that CP&L may, in fact, provide. County assumes all responsibility for the protection of any vehicles that are the property of the County, its agents, employees, contractors or invitees, and their property, from the acts of third parties.

4. Miscellaneous.

(a) *Integration; Exhibits.* This Agreement, together with the Exhibits attached hereto and deeds incorporated herein, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit the provisions of this Agreement shall prevail, and such Exhibit shall be corrected accordingly.

(b) *Survival of Easements and Release.* The Parties acknowledge and agree that adequate consideration exists for the easements and release provided in Sections 1 and 2 above independent of the License provided in Section 3. Any modification, expiration, termination, default or breach of the License shall have no effect on the provisions of Sections 1 and 2, which shall run with and bind Parcel One and the County Parcel in perpetuity.

(c) *Amendments.* This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of the Parties.

(d) *Limited Effect of Waiver.* The failure of either Party to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

(e) *Joint Effort.* Preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not be construed more severely against one of the Parties than the other.

(f) *Notice.* Any notice, demand, offer or other written instrument (“**Notice**”) required or permitted to be given, made or sent under this Agreement shall be in writing, signed by or on behalf of the party giving such Notice and shall be hand delivered or sent, postage prepaid, by Federal Express or similar overnight delivery, or by registered or certified mail, return receipt requested, addressed as follows:

To DP&L:

Delmarva Power & Light Company  
2530 N. Salisbury Blvd.  
Salisbury, MD 21801

To County:

Chief Administrative Officer  
Worcester County  
1 W. Market St., Room 1103  
Snow Hill, MD 21863

Either party may change its address set forth in this Section by giving notice to the other party. Notice shall be effective upon hand delivery or, if by registered or certified mail or Federal Express or similar overnight delivery, the date of receipt or rejection evidenced on the return receipt.

(g) *Governing Law.* This Agreement has been delivered in, and shall in all respects be governed by, and construed in accordance with, the laws of the State of Maryland applicable to agreements made and to be performed entirely within such State.

(h) *Severability.* If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

(i) *Relation of the Parties.* The relationship between the Parties shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes.

(j) *Successors and Assigns.* This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of each Party and its respective permitted successors and assigns. Nothing in this Agreement 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 Agreement shall not be construed as a third party beneficiary contract.

(k) *Counterparts.* This Agreement shall be executed in one or more copies, each of which shall be deemed an original.

*SIGNATURES ON FOLLOWING PAGES*

IN WITNESS WHEREOF, the Parties hereto have set their hands and have executed this Agreement as of the dates set forth below.

WITNESS:

**DELMARVA POWER & LIGHT COMPANY**,  
a corporation of the State of Delaware and the  
Commonwealth of Virginia

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Agreement, and acknowledged such Agreement to be the act and deed of Delmarva Power & Light Company, and being authorized to do so, in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein and Explanatory Statement set forth above are correct.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGE*

WITNESS:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND  
a body politic and corporate of the State of Maryland

\_\_\_\_\_  
Weston Young, Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Anthony W. Bertino, Jr., President

STATE OF MARYLAND, COUNTY OF WOCESTER:

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared *Joseph M. Mitrecic*, the President of COUNTY COMMISSIONERS OF WORCESTER COUNTY, a body politic and corporate of the State of Maryland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Agreement, and acknowledged such Agreement to be the act and deed of the County Commisisoners of Worcester County, and being authorized to do so, in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein and Explanatory Statement set forth above are correct.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

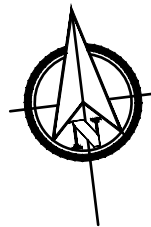
Approved as to form and legal sufficiency:

\_\_\_\_\_  
Roscoe Leslie, Esq., County Attorney

**EXHIBIT 1**

LEGEND:

- UE --- EXISTING UNDERGROUND ELECTRIC
- OE --- EXISTING OVERHEAD ELECTRIC
- SD --- EXISTING STORM DRAIN
- SAN --- EXISTING SANITARY SEWER
- G --- EXISTING GAS LINE
- ☆ EXISTING LIGHT POLE
- X --- PROPOSED FENCE
- UPRIGHT CURB --- PROPOSED UPRIGHT CURB
- OE --- PROPOSED OVERHEAD ELECTRIC
- G --- PROPOSED GAS LINE
- [Pattern] PROPOSED COMPACTED GRAVEL
- [Pattern] PROPOSED UNCOMPACTED GRAVEL
- [Pattern] PROPOSED LANDSCAPE AREA
- [Pattern] EXISTING ASPHALT TO REMAIN
- [Pattern] EXISTING TRANSMISSION EASEMENT TO REMAIN
- [Pattern] EXISTING STORM DRAIN EASEMENT TO REMAIN
- [Pattern] EXISTING ACCESS EASEMENT TO REMAIN & HEREBY DEFINED
- [Pattern] PROPOSED ACCESS & PARKING LICENSE



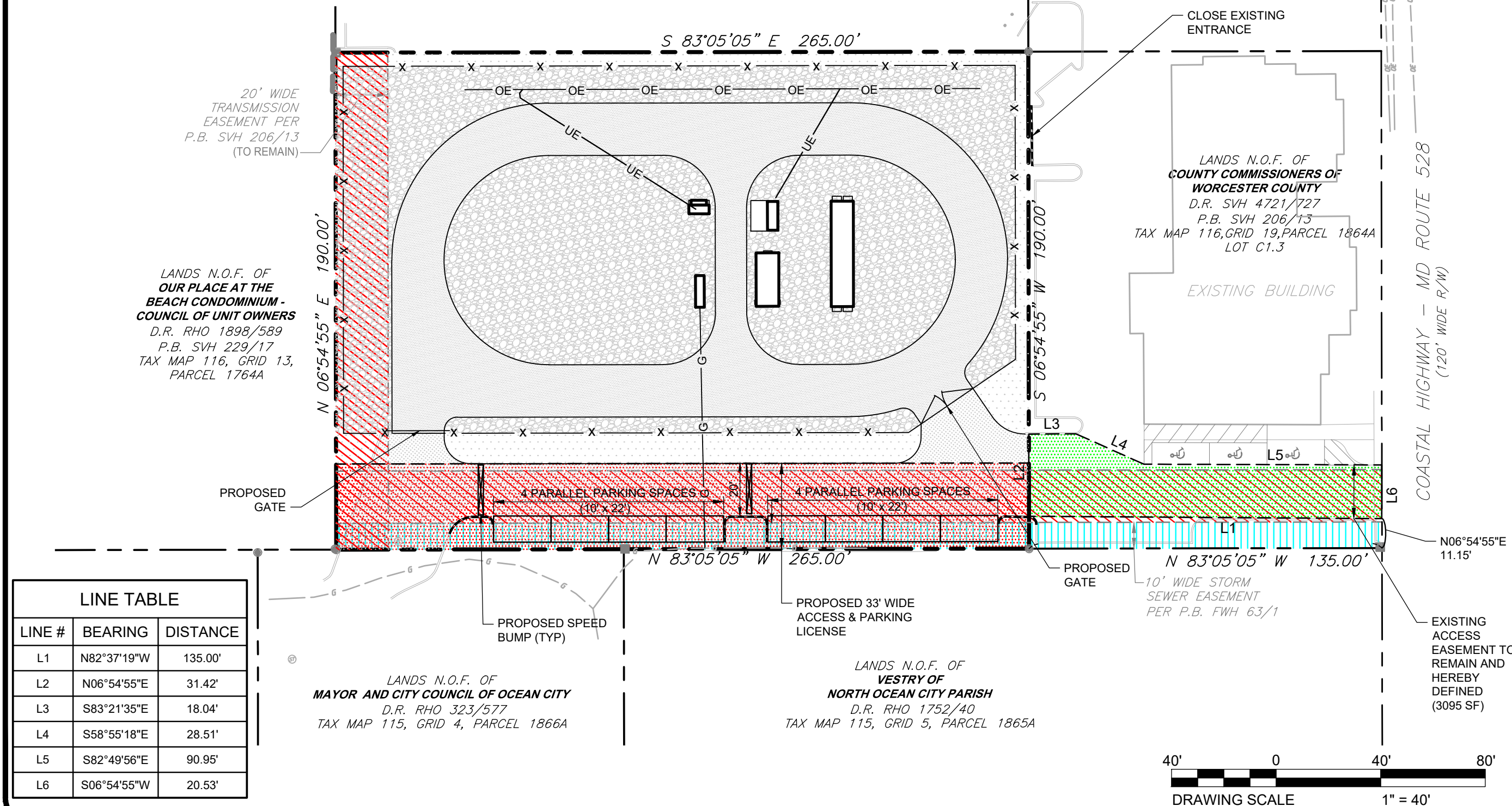
LANDS N.O.F.  
MAYOR AND CITY COUNSEL  
OF OCEAN CITY  
D.R. RHO 1716/132  
P.B. SVH 206/13  
TAX MAP 116, GRID 19,  
PARCEL 1864A  
LOT C1.2

**DUFFIELD ASSOCIATES**  
Soil, Water & the Environment  
5400 LIMESTONE ROAD  
WILMINGTON, DE 19808-1232  
TEL: 302.239.6654  
FAX: 302.239.8465  
OFFICES IN DELAWARE, MARYLAND, PENNSYLVANIA AND NEW JERSEY  
E-MAIL: DUFFIELD@DUFFINET.COM

DESIGNED BY: SHP  
DRAWN BY: GAZ  
CHECKED BY: SHP  
FILE: EsmtExhibit.dwg

EASEMENT & LICENSE EXHIBIT  
PROPOSED FEATURES  
**DELMARVA POWER & LIGHT CO.**  
BATTERY ENERGY STORAGE SYSTEM  
OCEAN CITY ~ MARYLAND

DATE: 14 FEBRUARY 2023  
SCALE: 1" = 40'  
PROJECT NO. 16552  
SHEET: EXHIBIT #2



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N82°37'19"W	135.00'
L2	N06°54'55"E	31.42'
L3	S83°21'35"E	18.04'
L4	S58°55'18"E	28.51'
L5	S82°49'56"E	90.95'
L6	S06°54'55"W	20.53'







DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1200 / FAX: 410.632.3008

<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
FROM: Jennifer K. Keener, AICP, Director  
DATE: April 11, 2023  
RE: Cannabis regulations in Worcester County

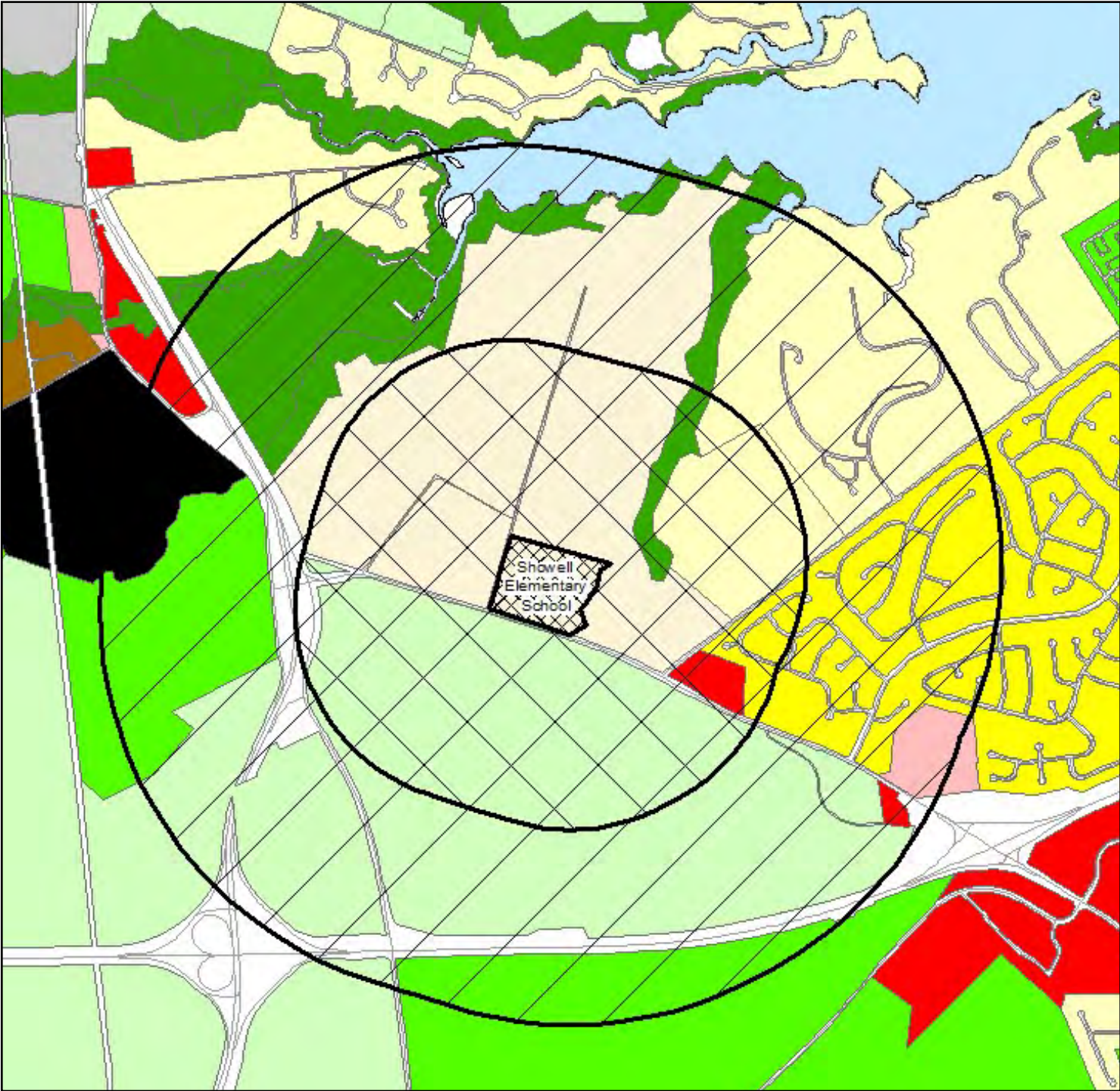
\*\*\*\*\*

When medical cannabis establishments were first licensed in 2017, staff was directed to handle each component within an existing use under the Zoning and Subdivision Control Article. Therefore, the cultivation of the plant is considered agriculture, allowed in any zoning district; the processing of the plant is an industrial use allowed only in the industrial zoning districts; and the sale of the finished product is treated like a retail pharmacy/ dispensary, allowed in the commercial zoning districts. There is currently one grow operation, one processing operation, and two dispensaries in Worcester County. Cannabis sales for recreational use would also follow this same path unless an amendment to the county code was adopted.

At your request, I have had our Technical Services Division prepare several maps that roughly illustrate the location of the schools in Worcester County, with the zoning district layer shown. They have provided half-mile and one-mile radii to illustrate the distance to the nearest commercially zoned property, identified by the light pink (C-1 District), red (C-2 District) and purple (C-3 District).

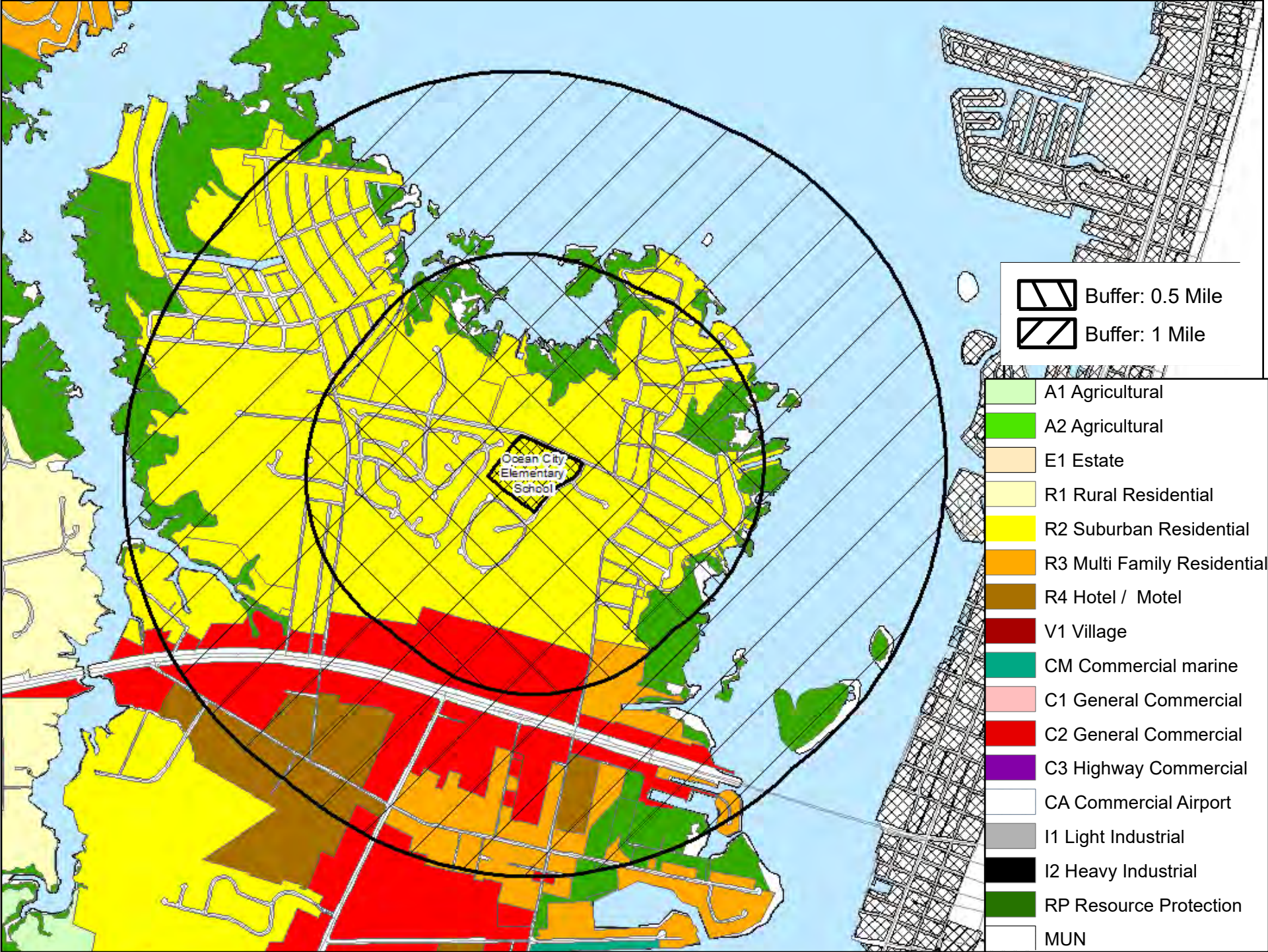
If the County Commissioners desire to establish a limitation on the placement of recreational cannabis dispensaries, an amendment to that effect can be prepared. I would recommend that a new subsection be added to the Public Health Article. Title PH 1 Health-Related Nuisances currently includes subsections on tattoo establishments, body piercing establishments, nightclubs and adult-oriented businesses. The amendment can be handled as an emergency bill, with the effective date being the date of adoption by the County Commissioners.

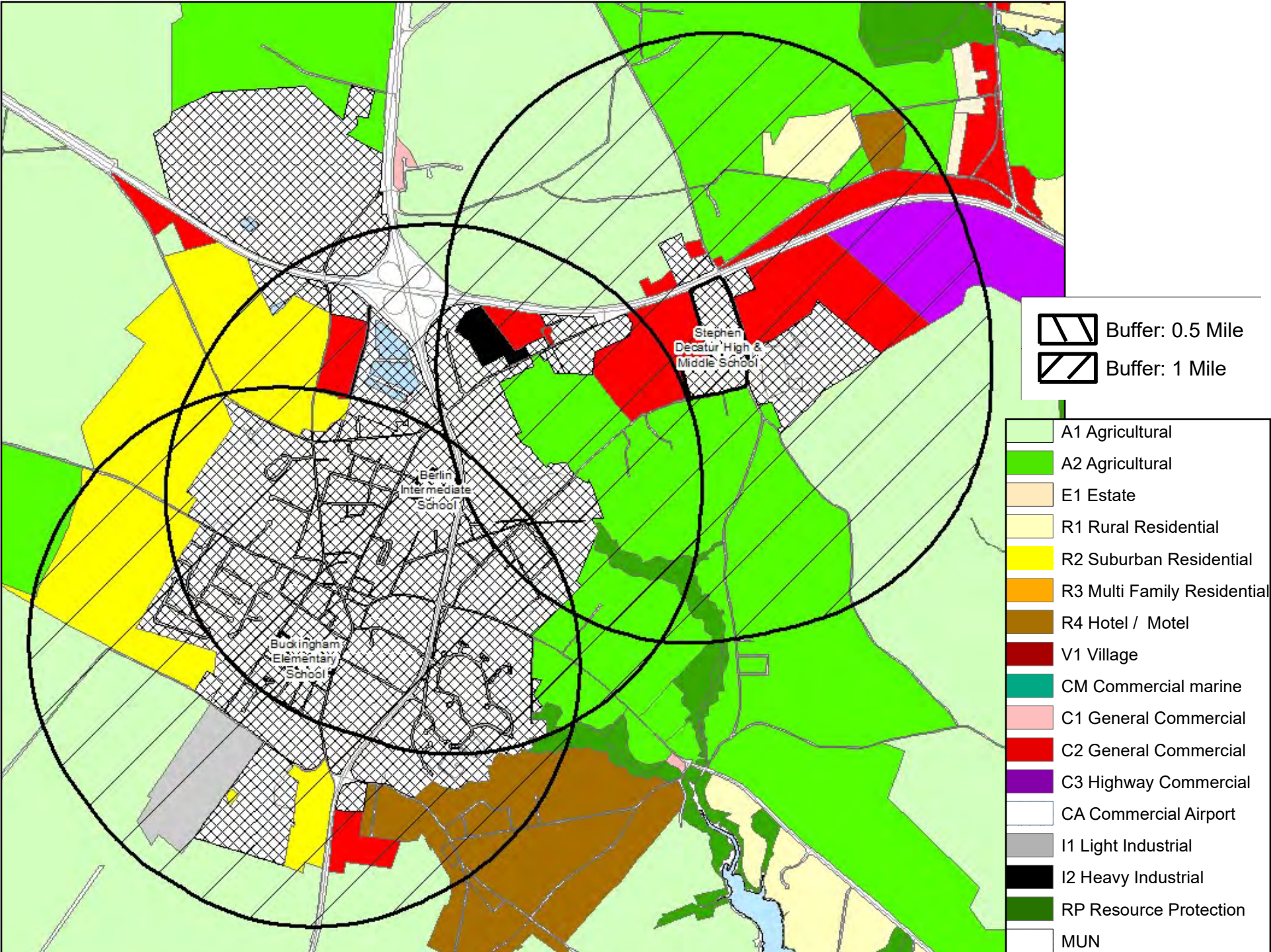
If we can provide any additional information or maps, please do not hesitate to ask.

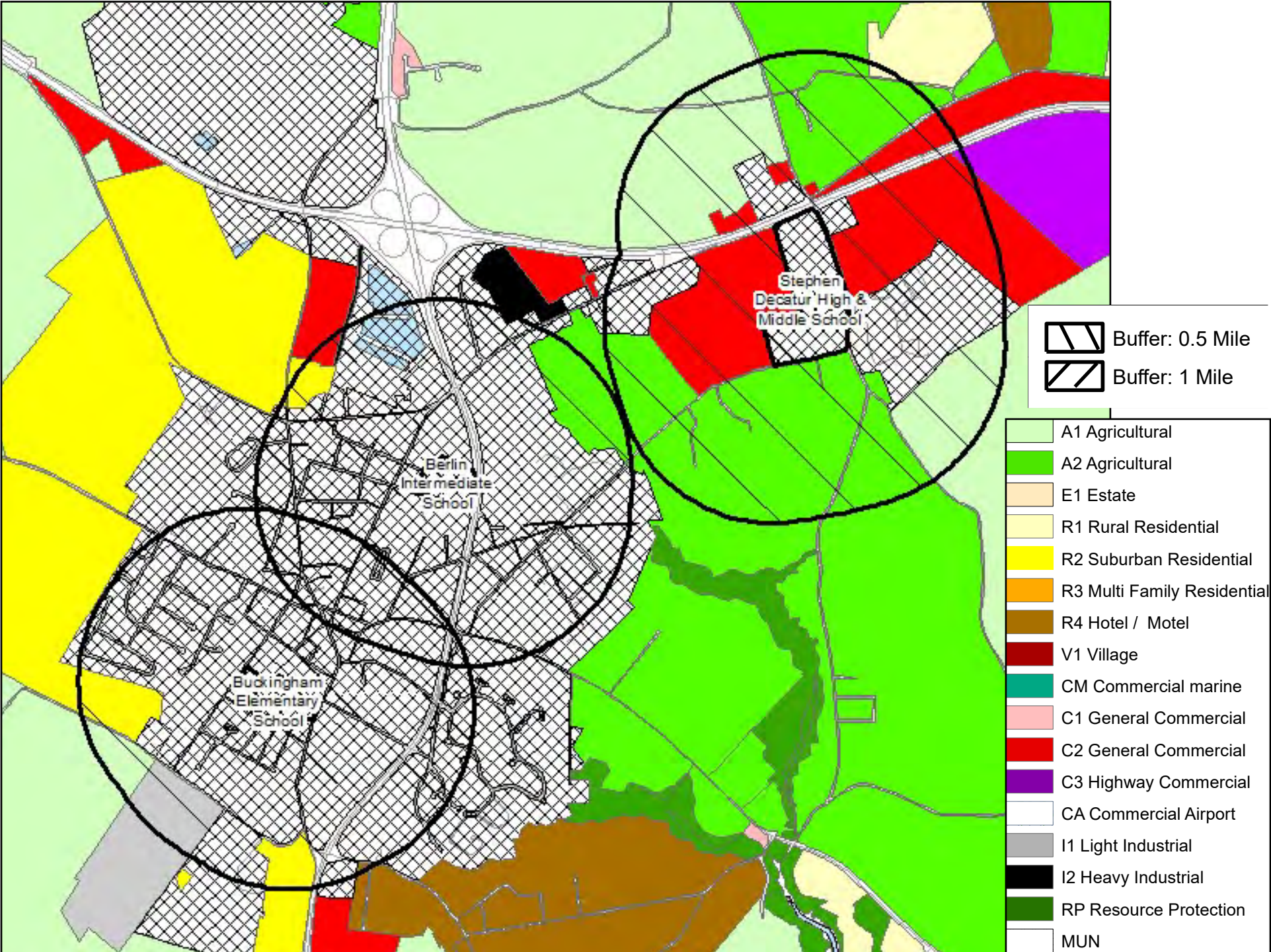


Buffer: 0.5 Mile  
Buffer: 1 Mile

- A1 Agricultural
- A2 Agricultural
- E1 Estate
- R1 Rural Residential
- R2 Suburban Residential
- R3 Multi Family Residential
- R4 Hotel / Motel
- V1 Village
- CM Commercial marine
- C1 General Commercial
- C2 General Commercial
- C3 Highway Commercial
- CA Commercial Airport
- I1 Light Industrial
- I2 Heavy Industrial
- RP Resource Protection
- MUN



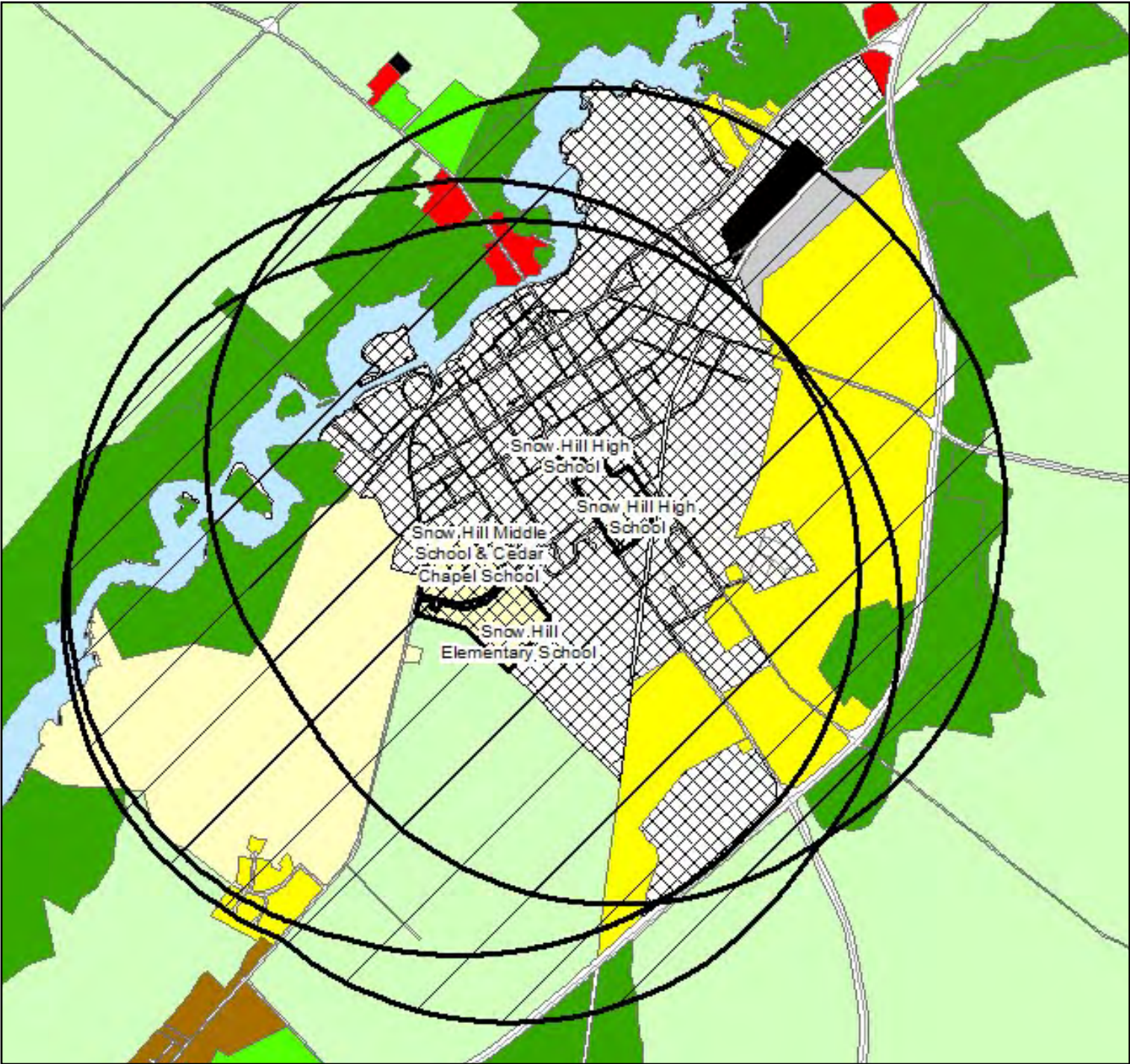

























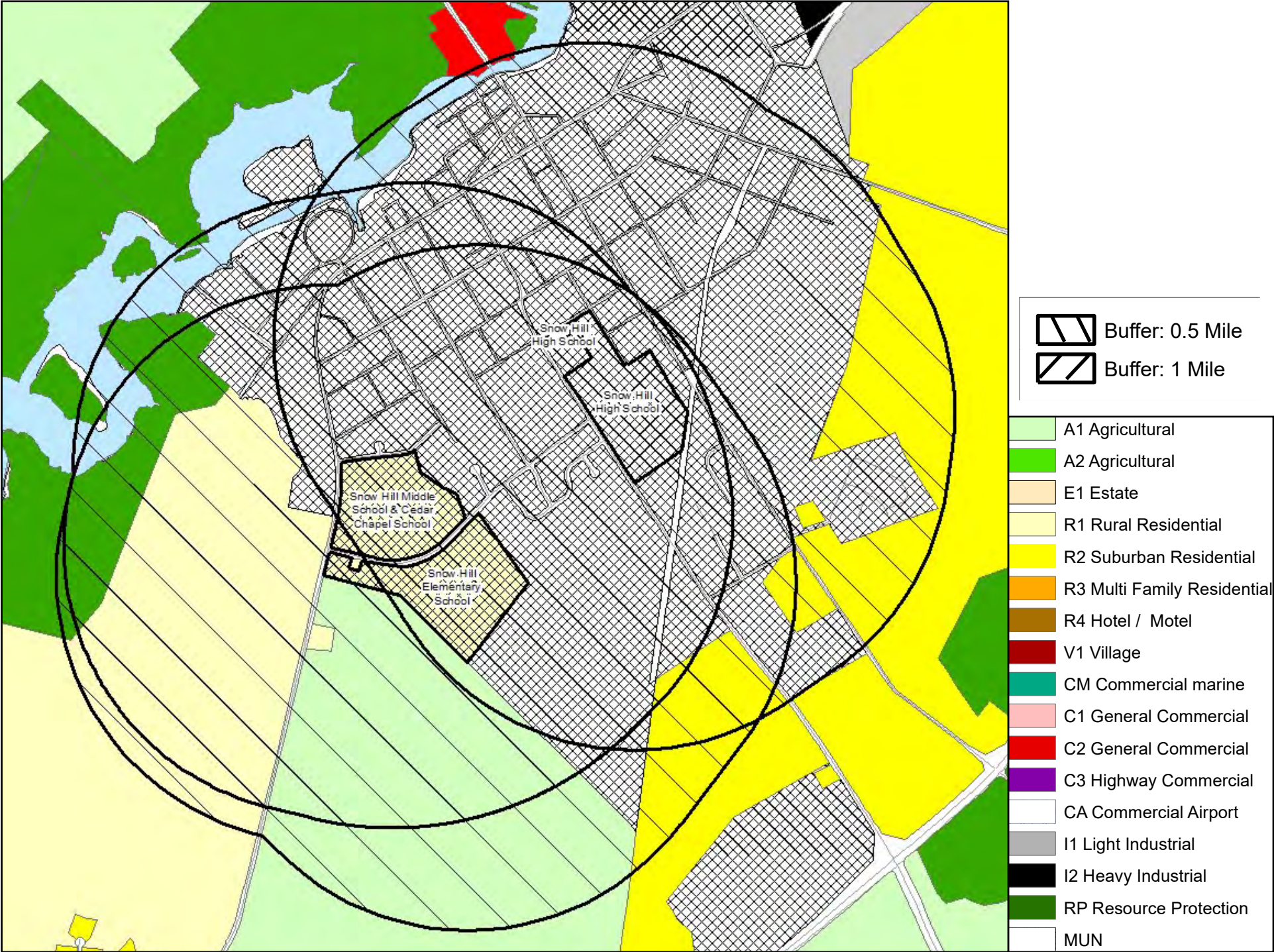
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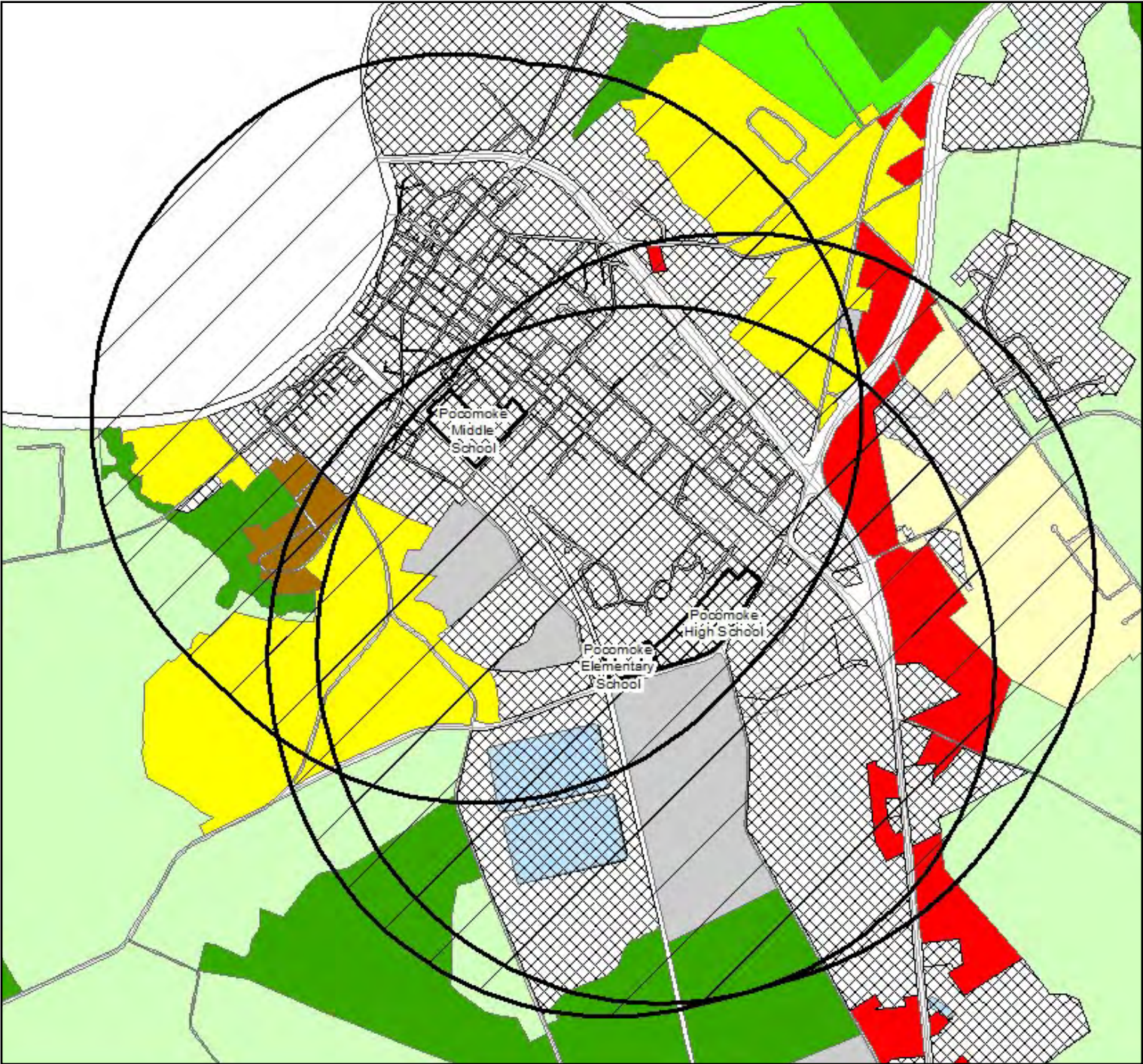























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