

# **AGENDA**

## **WORCESTER COUNTY COMMISSIONERS**

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

**August 20, 2024**

	Item #
9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 - Closed Session (Discussion regarding real property acquisition, discussion regarding a personnel update, requests to hire Emergency Communications Specialist Trainees and Electronic Services Installer and other personnel matters, receiving legal advice, and performing administrative functions)	
10:00 - Call to Order, Prayer, Pledge of Allegiance	
10:01 - Report on Closed Session; Review and Approval of Minutes from August 6, 2024	
10:02 - Commendations (8)	<b>1</b>
10:05 - Consent Agenda (DHCD Housing Bond Request, Request for Public Hearing Rezoning Case No. 445, CDBG Grant Agreement, Roads Over Expenditure Transfer Request, Jail MAT Program, Request to Contract West Ocean City Harbor Dredging)	<b>2-7</b>
10:06 - Chief Administrative Officer: Administrative Matters (Snow Hill Bank Street Presentation, Sheriff's Officer Personnel Request, Emergency Services Personnel Request, Request to Contract Slurry Seal, 2025 Worcester County Fair Dates, Alyosha Discussion, Health Department Mobile Food Vendors, Board Appointments)	<b>8-15</b>
12:00 PM - Questions from the Press; County Commissioner's Remarks	
<b>Lunch</b>	
1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)	

**AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**

**Hearing Assistance Units Available** – see County Administration Office  
Please be thoughtful and considerate of others. **\*Turn OFF all cell phones and notification during the meeting!\***

**Minutes of the County Commissioners of Worcester County, Maryland**

August 6, 2024

Anthony W. Bertino, Jr., president  
Madison J. Bunting, Jr., vice president  
Caryn G. Abbott  
Theodore J. Elder  
Eric J. Fiori  
Joseph M. Mitrecic  
Diana Purnell

Following a motion by Commissioner Bunting, seconded by Commissioner Elder, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Executive Administrative Assistant Karen Hammer, and Human Resources Director Stacey Norton and Deputy Director Pat Walls. Topics discussed and actions taken included the following: promoting Savannah Guy from office assistant IV to license permit clerk and environmental compliance inspector within Development Review and Permitting (DRP) and Douglas Spraker from scale operator II to environmental compliance inspector within Solid Waste; transferring Ernie Bonneville from part-time landfill operator I within Solid Waste to part-time custodial monitor within Recreation and Parks; hiring Dashaun Tull as a transfer station attendant within Solid Waste, Amanda Sparacino as an office assistant IV in Recreation and Parks, Devin Bradford as a technician within Information Technology, Dustin Walker as the risk manager in Human Resources, Gary Pusey as a specialist III within DRP, Gwendolyn Reid as a correctional officer trainee in the County Jail, and Autumn Bennett, Elizabeth Cleckner, Jordyn Duerr, Shadae Grant-Howell, and Isabella Scheeler as emergency communications specialist trainees in Emergency Services; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Bunting, seconded by Commissioner Elder, the commissioners unanimously voted to adjourn their closed session at 10:06 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Reverend George Tasker of Abundant Life Apostolic Church of Pocomoke and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their July 16, 2024 meeting as presented.

The commissioners presented a years-of-service commendation to Sergeant Vincent

Palmer who is retiring following 27 years of service to the Worcester County Jail.

The commissioners presented commendations to middle and high school students involved in the SkillsUSA program at Worcester Technical High School (WTHS) who placed first in their fields during the 2024 Skills USA Maryland State Championships and in the top 10 in their fields during the SkillsUSA National Championships. These students include Cecilia Diehlman and Catrina Donmoyer for Mobile Robotics middle school; Asher Nichols and Nidhish Gupta for Robotics Urban S&R middle school; Maddison French, Catherine Miller, and Julia Knerr for American Spirit; Keith Savage for Automotive Maintenance and Light Repair; Lillian Jones, Kyleigh Powell, and Alayna Spagnola for Career Pathways; Skyler Nottingham for Advertising Design; Mandy Chau for Medical Math; Christofer Villarreal for Computer Programming; Julianna Wooden for Job Interview; and Annalee Holmes and Halle Lo for Web Design. The commissioners also presented commendations honoring Phillip Cropper for being named Advisor of the Year and recognizing WTHS, which earned Gold and Silver Chapter of Excellence Awards.

Upon a motion by Commissioner Fiori, the commissioners unanimously approved by consent agenda item numbers 2-8 as follows: turnover documents for the Refuge at Windmill Creek and accepting the facilities into the Ocean Pines Service Area water system and River Run Service Area water system for operation; turnover documents for Salt Life Park and accepting the utilities into the Mystic Harbour Service Area water system and West Ocean City Service area water system for operation; authorizing 100% County tax credits totaling \$12,272.79 for the three Ocean City Chamber of Commerce properties; using grant funds to purchase digital kiosks from TrueOmni for \$36,500 for use in the Welcome Center in Pocomoke that will provide visitors with information on things to do, places to see, eateries, and more; purchasing a mini excavator from Burke Equipment and Kubota through their competitive contract with Sourcewell for \$43,179.46 for use within the Roads Division; an over expenditure of \$70,120.15 to cover the full cost of automated external defibrillators (AEDs) purchased in October 2023 from Stryker Sales Corporation, with \$38,372 of the total cost of \$108,492.15 having previously been paid for utilizing encumbered funds; and a Beach to Bay Heritage Area mini-grant of \$2,500 for Tourism and Economic Development to develop a Pocomoke River Guide;

In response to a question by Commissioner Mitrecic, Public Works Director Dallas Baker confirmed that the County is not taking over operations for either the Refuge at Windmill Creek or the Salt Life Park plants.

Newly appointed Maryland Director of Rural Economic Strategy Carl Anderton introduced himself to the commissioners and invited them to share their ideas for how the State can best serve the needs of Maryland's 16 rural counties. He advised that he will be visiting each of the rural counties once per month and will share their ideas, including what can be done better and where the State should get out of the way, with Governor Wes Moore.

Commissioner Bertino stated that state senators, delegates, and the governors have ignored the county's concerns regarding prime tracts of agricultural lands being used for solar farms and plans to place windmills off the coast. He asked Mr. Anderton what his expectation for success would be in articulating and acting on these concerns. Mr. Anderton stated that they would find out together. He articulated that, as a former delegate, he has established a proven

track record of working across the isle and will take their concerns to the governor.

Commissioner Mitrecic stated that California is ranked number one in the nation for having the highest cost of doing business, and Maryland comes in second. He asked how the State and counties can continue to promote economic development in such a climate.

Commissioner Elder stated that Worcester County's top industries are agriculture and tourism, respectively, and the County is being attacked on both fronts. He advised that the State is usurping the County's zoning authority regarding where megawatt solar farms may be developed. Furthermore, the State is ignoring the County's concerns about the impact to aquatic life, commercial fishing industries, and tourism by permitting a windfarm to be developed off the coast of Ocean City. Impacts of such a move will decimate the fishing industry, particularly if the State approves the permit application filed by US Wind to construct a massive concrete pier on property at the West Ocean City commercial fishing harbor. He stated that County residents overwhelmingly oppose the development of a windfarm off the coast, and the State's refusal to consider the County's concerns are both outrageous and unacceptable. He concluded that developing large solar fields on farmlands is the equivalent of converting agricultural zones to industrial zones, while denying the County any benefit of such a conversion. He stated that Worcester County must have some control over its own destiny, for example, having the authority to regulate that large solar fields should be developed over parking lots, roofs, and old landfills. Mr. Anderton agreed that every parking lot should be covered. He also stated that he shares their concerns about agricultural zoning, noting that his lineage is farming, and his family still owns farms on Red House Road and Sand Road.

Following some discussion, the commissioners thanked Mr. Anderton for meeting with them and advised that they look forward to working with him.

Information Technology Director Brian Jones and Talkie Communications Chief Executive Officer Andrew DeMattia and Chief Operating Officer Andre DeMattia updated the commissioners on completed, current, and upcoming projects to extend broadband to unserved and underserved areas in the County. These included the completion of a project in the Whaleyville area and current construction projects nearing completion on MD Rt. 12 and the Public Landing and Stockton areas. Mr. DeMattia advised that they currently have 400 active subscribers within 250 miles of fiber optics being deployed. He also discussed how Talkie Communications is utilizing ARPA and ARDOF funds to complete projects on the Eastern Shore. He further advised that Talkie is now offering cellphone and television broadcasting services, and Talkie representatives are working closely with County Attorney Roscoe Leslie on a franchise agreement. Following some discussion, the commissioners thanked the DeMattias and Mr. Jones for their update.

Pursuant to the recommendation of Public Works Director Dallas Baker and upon a motion by Commissioner Elder, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to approve as an authorized over expenditure funding of up to \$6,000 to host Scrap Tire Day on Saturday, October 5, 2024, at the Central Landfill in Snow Hill.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to permanently implement the tare weight program at the Central Landfill. This program initially began as a three-month trial program.



Pursuant to the request of Mr. Baker and upon a motion by Commissioner Mitrecic, the commissioners unanimously authorized staff to develop a proposed Street Light Policy for their consideration that would create consistency in evaluating requests ranging from single lights to entire streets. Mr. Baker advised that \$130,000 is included in the budget to cover program costs.

The commissioners met with Procurement Officer Nick Rice and Mr. Baker to review the recommendation to award the contract for generator preventative maintenance services to Fidelity Power Systems at a total annual cost of \$36,450. In response to a question by Commissioner Bunting, Mr. Rice advised that there are 80 County generators. In response to a question by Commissioner Abbott, Mr. Rice explained that Fidelity previously had the contract and had recommended certain repairs at the County Jail that were not made in a timely manner; however, going forward all maintenance recommendations will be forwarded directly to Public Works to avoid a similar situation occurring in the future.

Following some discussion and upon a motion by Commissioner Fiori, the commissioners unanimously awarded the contract to Fidelity, to include additional pricing for antifreeze services, and they directed staff to develop a request for proposals for fuel scrubbing.

The commissioners met with Development Review and Permitting (DRP) Director Jennifer Keener to review the request to abate nuisance conditions at 842 Colona Road in Pocomoke City and identified on Tax Map 99 as Parcel 12. Ms. Keener stated that the specific nature of the nuisance includes the accumulation of household trash located around the dwelling, as well as tall grass and weeds within the debris area.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously declared the property to be a public nuisance under the provisions of Subsections PH 1-101(a)(3), (5), (8), (10), and (14) of the County Code and agreed to send a letter to the property owner ordering the nuisance to be abated within 30 days following receipt of said letter or to request a hearing before the commissioners on this matter.

The commissioners met with Ms. Keener to review a text amendment application drafted by staff on behalf of the Board of Electrical Examiners to amend the permit exceptions associated with electrical service to an existing structure already connected with an electric service in the County. She explained that increasing the amperage of electrical service installed from 20 to 100 amperes will reduce the number of electrical permits required for service to structures like pre-existing sheds, hot tubs, and spas.

Following some discussion, Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell introduced the aforementioned text amendment as Bill 24-7 (Electrical Standards – Permits and Inspections) and scheduled a public hearing on the bill for September 3, 2024.

The commissioners met with Ms. Keener to review a text amendment application submitted by Tracey Barnhart to amend the campground subdivision regulations pertaining to detached accessory buildings and off-street parking requirements. Ms. Keener advised that the Planning Commission gave the text amendment an unfavorable recommendation.

Following some discussion, Commissioner Fiori introduced the aforementioned text amendment as Bill 24-8 (Zoning – Detached Accessory Buildings and Off-Street Parking in Campground Subdivisions) and scheduled a public hearing on the bill for September 3, 2024.

Environmental Programs Director Bob Mitchell updated the commissioners on the status of a permit application submitted by US Wind to the Maryland Department of the Environment (MDE), which is now under review by the Maryland Board of Public Works (BPW). The application is to construct a 353-foot long by 30-foot wide concrete pier, with associated timber fenders within a maximum of 30 feet channelward of the mean high on adjacent properties within the West Ocean City commercial harbor. Mr. Mitchell stated that the pier, which is proposed to be located on property currently occupied by Martin Fish Company and Southern Connection Seafood, would result in the loss of wholesale and retail jobs in the seafood industry and effectively wipe out the County's fishing industry. Mr. Mitchell concluded that the comment period will close on August 20, 2024.

Commissioner Mitrecic stated that it appears that US Wind is going to pay commercial fishermen and buyers to cease operations, and he expressed alarm that MDE is treating this application like any other bulkhead project. He stated that this is detrimental to commercial fishing and would result in millions of dollars in lost fuel tax.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to send a letter to the BPW opposing the license application. The commissioners further agreed attend the BPW public hearing to be conducted on the permit application, with Commissioner Mitrecic to speak on behalf of the County. The commissioners agreed to invite Paul Ellington of State and Local Advisors, LLC, the County's lobbying firm, to attend the hearing with them.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Abbott, the commissioners unanimously agreed to appoint C.L. Marshal to the Tourism Advisory Committee.

Commissioner Mitrecic recommended implementing staggered terms for the Worcester County Commissioners, beginning with the 2026 elections. This would include reducing the term length for three to four commissioner seats to two years for one term only and maintaining the term length for the remaining seats for four years. The commissioners took no action on the recommendation.

The commissioners answered questions from the press, after which they adjourned to meet again on August 20, 2024.



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 ERIC J. FIORI  
 JOSEPH M. MITRECIC  
 DIANA PURNELL

OFFICE OF THE  
 COUNTY COMMISSIONERS

**Worcester County**

GOVERNMENT CENTER  
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.  
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 CANDACE I. SAVAGE, CGFM  
 DEPUTY CHIEF ADMINISTRATIVE OFFICER  
 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

## COMMENDATION

**WHEREAS**, we commend Worcester County Recreation and Parks (WCRP) staff for putting their knowledge, creativity, and partnerships to the test to make the 2024 Worcester County Fair at John Walter Smith Park in Snow Hill a rousing success that is sure to create lasting memories for the roughly 3,000 fairgoers; and

**WHEREAS**, in their inaugural year leading fair operations, WCRP staff, with a crew of roughly 25 volunteers from Salisbury Christian Athletics, Future Farmers of America, 4-H, Worcester County Fair Board, and others expanded the footprint of the fair to accommodate a record number of participants that included 1,583 exhibit entries, 48 artisan, craft, and non-profit vendors, seven food vendors, four alcohol vendors, and five bands. Livestock included pigs, sheep, goats, cows, poultry, and rabbits, and the cake auction raised \$1,400 to benefit the 4-H.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Worcester County Recreation and Parks staff and volunteers** for the success of the Worcester County Fair.

Executed under the Seal of the County of Worcester, State of Maryland, this 20<sup>th</sup> day of August, in the Year of Our Lord Two Thousand and Twenty-Four.



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## COMMENDATION

**WHEREAS**, Russell Blizzard has contributed 27 years of dedicated service to the Water and Wastewater Division of Public Works where he began his career on October 29, 1997; and

**WHEREAS**, Mr. Blizzard's expertise and experience as a plant operator III have been instrumental in the overall management of the Water and Wastewater Division, where he maintained, inspected, and repaired water and wastewater systems operated by Worcester County.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Russell Blizzard** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 20<sup>th</sup> day of August, in the Year of Our Lord Two Thousand and Twenty-Four.



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## COMMENDATION

**WHEREAS**, Friends of Furnace Town Volunteer Group has been named as a 2024 Group/Team Spirit Award recipient for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Friends of Furnace Town has contributed over 1,700 hours and over \$65,000 in kind hours to support Furnace Town, a 19<sup>th</sup> century village of the Nassawango Iron Furnace, in its mission to provide quality experiences for visitors and keep Worcester County's heritage alive.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Friends of Furnace Town** as a **2024 Group/Team Spirit Award** recipient for undertaking activities that play a key role in making the history of Furnace Town come to life and for furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 20<sup>th</sup> day of August, in the Year of Our Lord Two Thousand and Twenty-Four.



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COUNTY ATTORNEY

## COMMENDATION

**WHEREAS**, Go Green OC has been named as a 2024 Group/Team Spirit Award recipient for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Go Green OC, consisting of 24 community volunteers, runs the largest composting operation on the Eastern Shore, diverting millions of pounds of waste from ending up in the landfill and promoting recycling and composting at community events, like OC Bikefest and Oceans Calling Festival.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Go Green OC** as a **2024 Group/Team Spirit Award** recipient for undertaking activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 20<sup>th</sup> day of August, in the Year of Our Lord Two Thousand and Twenty-Four.



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## COMMENDATION

**WHEREAS**, Sue Latour has been selected as the 2024 Lifetime Achievement Spirit Award recipient for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, since becoming a volunteer for the Maryland Coastal Bays Program as a water monitor and seal steward in 2012, Ms. Latour has donated her talents and countless hours of her time to protect water quality and seals. Her photographs have helped the National Aquarium determine whether a seal only needs rest or if human intervention is needed.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Sue Latour** as a **2024 Lifetime Achievement Spirit Award** recipient for investing her time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 20<sup>th</sup> day of August, in the Year of Our Lord Two Thousand and Twenty-Four.



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## COMMENDATION

**WHEREAS**, the Whatcoat Church Opportunity Shop Volunteer Group has been named the 2024 Faith-Based Spirit Award recipient for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, the Whatcoat Church Opportunity Shop Volunteer Group has been likened to a village that works together to help make the Opportunity Shop a blessing to the people of Snow Hill and all of Worcester County.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor the **Whatcoat Church Opportunity Shop Volunteer Group** as the **2024 Faith-Based Spirit Award** recipient for undertaking activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 20<sup>th</sup> day of August, in the Year of Our Lord Two Thousand and Twenty-Four.



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## COMMENDATION

**WHEREAS**, Jeannie Powell has been selected as the 2024 Lifetime Achievement Spirit Award recipient for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Ms. Powell has served as a volunteer for multiple organizations and events during the last 30 years, including Atlantic General Hospital, the Berlin/Ocean City Optimist Club, Winterfest Gala Committee, and Holy Savior Catholic Church. She also serves individuals in need of transportation in the community, often driving neighbors to their appointments.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Jeannie Powell** as a **2024 Lifetime Achievement Spirit Award** recipient for investing his time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 20<sup>th</sup> day of August, in the Year of Our Lord Two Thousand and Twenty-Four.



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WESTON S. YOUNG, PE  
 CHIEF ADMINISTRATIVE OFFICER  
 CANDACE I. SAVAGE, CGFM  
 DEPUTY CHIEF ADMINISTRATIVE OFFICER  
 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

## COMMENDATION

**WHEREAS**, Carlos Caceres, Jr. has been named the 2024 Individual Spirit Award recipient for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Mr. Caceres has faithfully donated his time daily as a volunteer at the Ocean City library for over 15 years, where he brings positivity, determination, and smiles to all he encounters. He has shelved over 12,000 DVDs and has earned recognition as the most reliable and consistent volunteer in the history of the Ocean Pines Branch Library.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Carlos Caceres, Jr.** as the **2024 Individual Spirit Award** recipient for investing his time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 20<sup>th</sup> day of August, in the Year of Our Lord Two Thousand and Twenty-Four.



\_\_\_\_\_  
 Anthony W. Bertino, Jr., President

\_\_\_\_\_  
 Madison J. Bunting, Jr., Vice President

\_\_\_\_\_  
 Caryn G. Abbott

\_\_\_\_\_  
 Eric J. Fiori

\_\_\_\_\_  
 Theodore J. Elder

\_\_\_\_\_  
 Joseph M. Mitrecic

\_\_\_\_\_  
 Diana Purnell



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, P.C., Chief Administrative Officer  
FROM: Jennifer K. Keener, AICP, Director  
DATE: August 9, 2024  
RE: Request to Transfer – Annual Housing Bond Allocation

I am requesting the County Commissioners' consideration for the transfer of Worcester County's Annual Housing Bond Allocation to the Maryland Department of Housing and Community Development (DHCD). Should you look favorably upon this request, staff has prepared the attached draft letter for signature.

The transfer of the bond allocation to the State is routinely done by local jurisdictions to avoid the costly and time-consuming process of issuing bonds at the local level and also provides for mortgage tax credits. Worcester County has consistently participated in this program, transferring 100% of the allocation to the Maryland Mortgage Program. Worcester County's Housing Bond allocation for 2024 is \$2,356,638.00.

Attached you will find the DHCD's letter of request and a summary of the purchase activity through the Maryland Mortgage Program.

An electronic copy of the letter has also been forwarded to your office. Please note that the letter must be mailed to DHCD as well as emailed to Kamili Brown at [kamini.brown@maryland.gov](mailto:kamini.brown@maryland.gov).

As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

cc: Davida Washington, Housing Rehabilitation Program Coordinator

August 20, 2024

Kamili Jamal Brown, Asst. Director  
Single Family Housing  
Community Development Administration  
Department of Housing & Community Development  
7800 Harkins Road, Room 367  
Lanham, Maryland, 20706

Dear Ms. Brown:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, Worcester County hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$2,356,686 of its total \$2,356,686 tax-exempt housing bond allocation as set forth in the 2024 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Sincerely,

Anthony W. Bertino, Jr.  
President, Worcester County Commissioners

Certificate of Counsel

This transfer of a tax-exempt bond allocation is duly authorized and executed and constitutes the valid, binding and irrevocable act of Worcester County.

---

Roscoe R. Leslie, Esq.  
Attorney for: Worcester County, Maryland





WES MOORE  
Governor  
ARUNA MILLER  
Lt. Governor  
JACOB R. DAY  
Secretary  
JULIA GLANZ  
Deputy Secretary

March 7, 2024

The Honorable Anthony W. "Chip" Bertino, Jr.  
President, Board of County Commissioners  
County Government Center, RM 1103  
One W. Market Street  
Snow Hill, MD 21863-1195

Dear President Bertino,

The Department of Housing and Community Development (the Department) is contacting you regarding the Annual Housing Bond Allocation. We are reaching out to you to begin the process for 2024. There is no change to the process from last year.

The Department invites Worcester County to transfer its 2024 Housing Bond Allocation to the Department. By doing this, the Department utilizes local government housing bond allocations to issue bonds to fund housing programs or to issue mortgage credit certificates. The allocation represents the amount of volume cap authority that would have been available to the local government should it choose to issue the bonds itself in order to raise capital for mortgage loans. In prior years, the annual housing bond allocation has been an extremely powerful and successful tool in creating affordable housing opportunities.

The housing bond allocation for your jurisdiction is \$2,356,638. In order for the Department to utilize the housing bond allocation for your jurisdiction, you must transfer your allocation to the Department in writing on or before June 15, 2024.

Attachment I is a form letter to be prepared on your letterhead authorizing the transfer of bond allocation to the Department.

We ask your cooperation in transferring your 2024 bond authority to the Department. Attachment I must be prepared on your letterhead and be returned no later than June 15, 2024 to the following address:

Maryland Department of Housing and Community Development  
7800 Harkins Road  
Lanham, MD 20706  
ATTN: SHAYONNA BANKS – SINGLE FAMILY - 3RD FLOOR

Before mailing the original please send a copy to the following email address:  
[kamili.brown@maryland.gov](mailto:kamili.brown@maryland.gov)



Included for informational purposes only is Attachment II - Maryland Mortgage Program Purchase Activity for 2020, 2021, 2022 and FY 2023 through 02/28/2024.

We look forward to your continued support of home ownership opportunities for residents of your county. Should you have any questions or need additional information, please contact Kamili Jamal Brown at 301-429-7569 or by email at [kamili.brown@maryland.gov](mailto:kamili.brown@maryland.gov).

Thank you.

Sincerely,

Kamili Jamal Brown, Assist. Director  
Single Family Housing

Enclosures:	Attachment I	Form Letter for Transfer of Allocation
	Attachment II	Maryland Mortgage Program Purchase Activity for FY 2020, FY 2021, FY 2022 and FY 2023 through 02/28/2024.



## 2024 ATTACHMENT I

**FORM LETTER FOR 2023 TRANSFER OF ALLOCATION  
TO BE PREPARED ON LOCAL JURISDICTION'S LETTERHEAD**

[Date]

Kamili Jamal Brown, Asst. Director  
Single Family Housing  
Community Development Administration  
Department of Housing & Community Development  
7800 Harkins Road, Room 367  
Lanham, Maryland 20706

Dear Mr. Brown:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, **[Name of Jurisdiction]** hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$\_\_\_\_\_ of its total \$\_\_\_\_\_ tax-exempt housing bond allocation as set forth in 2023 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Very truly yours,

[Signature]

[Name & Title of Chief Elected Official]

Certificate of Counsel

This transfer of a tax-exempt bond allocation is duly authorized and executed and constitutes the valid, binding and irrevocable act of [Name of Jurisdiction].

[Signature]

[Name & Title of Attorney]

Attorney for: [Name of Jurisdiction]

RETURN THE COMPLETED LETTER TO:

Shayonna Banks  
Maryland Department of Housing and Community Development  
7800 Harkins RD 3<sup>RD</sup> Floor  
Lanham, MD 20706

**ATTACHMENT II****MARYLAND MORTGAGE PROGRAM****PURCHASE ACTIVITY****WORCESTER COUNTY**

<b>Fiscal Year</b>	<b>#</b>	<b>Loan Amount</b>
<b>2021</b>	<b>2</b>	<b>\$289,724</b>
<b>2022</b>	<b>9</b>	<b>\$1,476,429</b>
<b>2023</b>	<b>7</b>	<b>\$1,637,951</b>
<b>2024</b>	<b>6</b>	<b>\$1,368,239</b>



DEPARTMENT OF  
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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: August 13, 2024  
Re: Rezoning Case No. 445 – Thomas C. and Shelley M. Mason, Property Owners and  
Kristina L. Watkowski, Attorney

.....

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 445. A draft public hearing notice is attached.

Ms. Watkowski, on behalf of her clients, has filed Rezoning Case No. 445, seeking to rezone approximately 18.54 acres out of 80.95 acres of land currently zoned RP District to A-1 Agricultural District. The property is located on Tax Map 23, Parcel 2, on the northerly side of Purnell Crossing Road, Berlin, approximately 0.35 Miles east of Bishop Lane Road. The case was reviewed by the Planning Commission at its meeting on August 1, 2024, and was given a favorable recommendation. Attached you will also find the Planning Commission's written Findings of Fact and Recommendation.

Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

**PLANNING COMMISSION  
FINDINGS OF FACT  
AND  
RECOMMENDATION**

**REZONING CASE NO. 445**

**APPLICANTS:**

**Thomas Christopher Mason and Shelley M. Mason  
10610 Siren Lane  
Berlin, MD 21811**

**ATTORNEY FOR THE APPLICANT:**

**Kristina Watkowski and Hugh Cropper, IV  
9927 Stephen Decatur Highway, F-12  
Ocean City, Maryland 21842**

**August 1, 2024**

**WORCESTER COUNTY PLANNING COMMISSION**



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## I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 445, filed on May 24, 2024.
- B. APPLICANT: Thomas Christopher Mason and Shelley M. Mason  
10610 Siren Lane  
Berlin, MD 21811
- ATTORNEY: Kristina Watkowski and Hugh Cropper, IV  
9923 Stephen Decatur Highway, F-12  
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL: Tax Map 23, Parcel 2, Tax District 3
- D. SIZE: The petitioned area consists of 18.54 acres out of an approximately 80.95-acre parcel.
- E. LOCATION: Northerly side of Purnell Crossing Road, Berlin, approximately 0.35 Miles east of Bishop Lane Road.
- F. CURRENT USE OF PETITIONED AREA: The petitioned area is currently an unimproved, wooded parcel. It was the subject of a Timber Harvest permit in 1997. There is a gravesite located on the subject parcel as outlined on the attached Burial Site Data Form prepared by James Trader. A three-lot minor subdivision application is currently under review.
- G. CURRENT ZONING CLASSIFICATION: RP Resource Protection District.  
  
As defined in the Zoning Code, the intent of this district is to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. This district serves to maintain the environmental functionality of the landscape by avoiding or minimizing disturbance of sensitive areas which generally include tidal and nontidal wetlands, state-owned natural areas, selected riparian corridors, conservation areas, and muck and alluvial soils. Development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site.
- H. REQUESTED ZONING CLASSIFICATION: A-1 Agricultural District.  
  
As defined in the Zoning Code, the intent of this district is to preserve, encourage

and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. The Code also states, in part, that this district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.

- I. **APPLICANT'S BASIS FOR REZONING:** The application indicates that a mistake was made in zoning the petitioned area RP Resource Protection District on November 3, 2009.
- J. **ZONING HISTORY:** At the time zoning was first established in 1964, the petitioned area was given an A-1 Agricultural District classification, which was retained in the subsequent 1978 and 1992 comprehensive rezonings. In 2009, the property was included in the RP Resource Protection District.
- K. **SURROUNDING ZONING:** Adjoining properties to the east, west and south are zoned A-1 Agricultural District. Properties to the north are zoned RP Resource Protection District.
- L. **COMPREHENSIVE PLAN:** According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Agriculture Land Use Category. A small portion of the parcel (not within the petitioned area) is located within the Green Infrastructure Land Use Category where it borders Franklin Swamp. Pertinent objectives from the Plan have been highlighted in the staff report presented to the Planning Commission.
- M. **WATER AND WASTEWATER:** According to the response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Water Service Category of S-6 and W-6 (No Planned Service) in the Master Water and Sewerage Plan. Mr. Mitchell's records indicate that the petitioned area recently underwent a seasonal soils evaluation, and five sewage reserve areas have been identified on the survey provided with the application. The approved areas are sufficient to support residential use.
- N. **ROAD ACCESS:** The petitioned area fronts on Purnell Crossing Road, a County-owned and -maintained road. It is located approximately 0.5 miles west of Libertytown Road (MD Route 374).

## II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

Kristina Watkowski, applicant's attorney, Frank Lynch, Jr., professional land surveyor, Chris Mason and Shelley Mason, property owners, were present for the review. Mrs. Watkowski requested that the Staff Report be incorporated into the record. She

stated that the application seeks to rezone less than a quarter of the overall parcel from RP Resource Protection District to A-1 Agricultural District, while retaining the remaining lands in RP District. She noted that the Masons were long-time Worcester County residents; Mrs. Mason had worked for the Board of Education, and Mr. Mason is part of a generational farming family. They are good stewards of the land and have the intention of subdividing the petitioned area for their growing family.

Mrs. Watkowski stated that when zoning was first established in 1964, the parcel was zoned A-1 Agricultural District. It retained this zoning until 2009 when it was zoned RP Resource Protection District. The property had a former dwelling on it, there is a burial site, and was used for timber harvesting. She explained her understanding of the process of rezoning RP lands in 2009, which involved using resources such as wetland delineation maps, identification of forested parcels and other available means. She stated that a mistake was made because the county did not have the wetland delineation information for this parcel at that time to show the uplands. She noted that Maryland Department of the Environment (MDE) has reviewed and verbally approved the wetland delineation. While it is possible that there are additional areas of uplands on the remaining parcel, the applicant is not requesting a rezoning of those lands, only that which is proposed for the subdivision.

As this request is not based on a change in the character of the neighborhood, testimony to that effect is not required. However, Mrs. Watkowski stated that it will be consistent with the surrounding neighborhood, which is predominantly zoned A-1 District, with wetlands to the north delineating the RP District boundary.

With respect to compatibility with the 2006 Comprehensive Plan, Mrs. Watkowski notes that the petitioned area is in the Agriculture Land Use category. The remaining lands will remain in the RP District, where the Green Infrastructure Land Use category can be found. By rezoning only the petitioned area, the owners intend to preserve and maintain the existing environmental features and forested areas, which contribute to quality of life and that of the ecosystem. Mrs. Watkowski stated that while the proposed use of land is not a consideration for the rezoning, she explained the intent for the subdivision of the property, as it was shown on the surveys included as part of the application and an application had been filed with the county for review. The property owners are proposing to subdivide three farmette lots, which are positioned in a cluster or hub near the road. She reiterated the environmental benefits - that the remaining forested areas will perpetuate clean air, water and soil. The property is outside of the Critical Area, will be subject to a Forest Conservation Plan, and is located half a mile from a Priority Funding Area. The A-1 District only allows a maximum of 5 lots to be subdivided, so there will be minimal public impact. There were no comments from the Board of Education relative to the impact on the school system. She noted that there will be no public water and sewer infrastructure to serve these properties. Regarding transportation patterns, there will be no significant increase. Farm vehicles are common along back roads such as this one, and vehicles frequently move over to share the road.

There were no comments provided by County Roads, and the State Highway Administration comments noted that there would be no negative impact to the state road system.

Mrs. Watkowski reiterated that the zoning designation in 2009 was as accurate as it could be given the available resources, but the new wetland delineation provides the details that weren't known at the time. She noted that the surrounding area consisted of a mix of agricultural structures and single-family dwellings. In describing the purpose and intent statement of the RP District, she noted that most of the parcel will be protected. By only rezoning the petitioned area to the A-1 District, she stated that the application would be in conformance with the 2006 Comprehensive Plan and will continue to protect the sensitive areas via zoning and forest conservation controls.

Mr. Lynch, professional land surveyor, stated that he had worked with Spencer Rowe to develop the subdivision plat. He agreed with the statements made by Mrs. Watkowski relative to the project's conformance with Comprehensive Plan. The request is conservative by only asking for a portion of the uplands to be rezoned, and he agreed that the intent is to preserve the remaining lands. Regarding whether a mistake was made in the zoning designation, he agreed that it had and that the proposed rezoning is in conformance with the current Comprehensive Plan and the direction in which the county seems to be growing for future planning.

Mrs. Wimbrow concurred with the description of how the RP District boundaries were delineated in 2009. She noted that while the proposed boundary line was not typical for zoning, it is described with metes and bounds so the boundaries are clearly described. Mrs. Drew inquired about the septic reserve areas and the intent for the proposed lots. Mr. Mason stated that two of the lots would be given to their children. While the Planning Commission acknowledged that they could not restrict the subdivision to family only, they were supportive of providing for future generations.

Following the discussion, a motion was made by Mrs. Knight, seconded by Ms. Ott, and carried unanimously to find the proposed amendment to rezone the petitioned area from RP Resource Protection District to A-1 Agricultural District consistent with the Comprehensive Plan based on a mistake in the zoning of the property, and forward a favorable recommendation to the Worcester County Commissioners.

### III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission found that because the argument was based on a mistake that a definition of the neighborhood was not applicable. However, they concurred that the zoning would be consistent with the surrounding neighborhood of agricultural structures and single-family dwellings.

- B. Regarding population change: The Planning Commission concluded that there has been no significant change in the population in the vicinity of the petitioned area since the comprehensive rezoning of 2009.
- C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as there is no public water and sewer infrastructure planned to serve the petitioned area, and the proposed lots will be served with private well and septic systems. Additionally, there were no comments provided by the Board of Education relative to impacts on the school system, nor from the fire company or Sheriff's Office.
- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on Purnell Crossing Road, a County-owned and -maintained road. Testimony acknowledged that farm vehicles are common along back roads such as this one, and vehicles frequently move over to share the road. There were no comments provided by County Roads, and the State Highway Administration comments noted that there would be no negative impact to the state road system. Based upon its review, the Planning Commission found that there will be no negative impact on the transportation patterns arising from the proposed rezoning of the petitioned area.
- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the petitioned area is currently undeveloped, and the surrounding land uses include limited residential development and agricultural uses. The petitioned area is proposed to be limited to the uplands portion of the property which had been field delineated and confirmed with Maryland Department of the Environment. The property owners intend to preserve and maintain the existing environmental features and forested areas, which contribute to quality of life and that of the ecosystem in the RP District via zoning and forest conservation controls. Based upon its review, the Planning Commission found that the proposed rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District is compatible with the existing and proposed development and existing environmental conditions in the area.
- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the 2006 Comprehensive Plan, the petitioned area is located within the Agricultural Land Use designation, while the remaining lands will remain in the RP District, which is where the Green Infrastructure Land Use category can be found. Based upon its review, the Planning Commission found that the proposed rezoning to the A-1 Agricultural District is compatible with the



Comprehensive Plan and in keeping with its goals and objectives, specifically as the Plan recommends the continuance of the dominance of agriculture and forestry throughout the County's less developed regions.

#### IV. PLANNING COMMISSION RECOMMENDATION

In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there is a mistake in the existing zoning of the petitioned area. The Commission found that until 2009 the subject property had always been zoned for agriculture, and due to the use of wetland guidance maps, the removal of the former homestead and the history of timber harvesting, it was placed in the RP Resource Protection District. Current field wetland delineations are more accurate, and the petitioned area has been identified as uplands. Based upon its review, the Planning Commission concluded that the A-1 Agricultural District zoning is more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 445, seeking a rezoning of the petitioned area from RP Resource Protection to A-1 Agricultural District.

#### V. RELATED MATERIALS AND ATTACHMENTS

**STAFF REPORT**

**REZONING CASE NO. 445**

**PROPERTY OWNER:** Thomas Christopher Mason and Shelley M. Mason  
10610 Siren Lane  
Berlin, MD 21811

**ATTORNEY:** Kristina Watkowski and Hugh Cropper, IV  
9927 Stephen Decatur Highway, F-12  
Ocean City, Maryland 21842

**TAX MAP/PARCEL INFO:** Tax Map 23, Parcel 2, Tax District 3

**SIZE:** The petitioned area consists of 18.54 acres out of an approximately 80.95-acre parcel.

**LOCATION:** Northerly side of Purnell Crossing Road, Berlin, approximately 0.35 Miles east of Bishop Lane Road.

**CURRENT USE OF PETITIONED AREA:** The petitioned area is currently an unimproved, wooded parcel. It was the subject of a Timber Harvest permit in 1997. There is a gravesite located on the subject parcel as outlined on the attached Burial Site Data Form prepared by James Trader. A three-lot minor subdivision application is currently under review.

**CURRENT ZONING CLASSIFICATION:** RP Resource Protection District.

As defined in the Zoning Code, the intent of this district is to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. This district serves to maintain the environmental functionality of the landscape by avoiding or minimizing disturbance of sensitive areas which generally include tidal and nontidal wetlands, state-owned natural areas, selected riparian corridors, conservation areas, and muck and alluvial soils. Development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site.

**REQUESTED ZONING CLASSIFICATION:** A-1 Agricultural District.

As defined in the Zoning Code, the intent of this district is to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. The Code also states, in part, that this district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.

**APPLICANT’S BASIS FOR REZONING:** The application indicates that a mistake was made in zoning the petitioned area RP Resource Protection District on November 3, 2009.

**ZONING HISTORY:** At the time zoning was first established in 1964, the petitioned area was given an A-1 Agricultural District classification, which was retained in the subsequent 1978 and 1992 comprehensive rezonings. In 2009, the property was included in the RP Resource Protection District.

**SURROUNDING ZONING:** Adjoining properties to the east, west and south are zoned A-1 Agricultural District. Properties to the north are zoned RP Resource Protection District.

### **COMPREHENSIVE PLAN:**

The County’s Comprehensive Plan was adopted by the County Commissioners on March 7, 2006, and is intended to be a general guide for future development in the County. Whether a proposed rezoning is compatible with the recommendations of the Comprehensive Plan is one of the criteria that is considered in all rezoning requests, as listed in § ZS 1-113(c)(3) and as summarized at the end of this Staff Report.

According to Chapter 2 – Land Use of the Comprehensive Plan and associated land use map, the petitioned area lies within the Agricultural Land Use Category. A small portion of the parcel (not within the petitioned area) is located within the Green Infrastructure Land Use Category where it borders Franklin Swamp. Regarding the Agricultural Land Use Category, the Comprehensive Plan states the following:

“The importance of agriculture to the county cannot be overstated. Its significance is economic, cultural, environmental, and aesthetic. Agriculture is simply the bedrock of the county’s way of life. The county must do all it can do to preserve farming as a viable industry. This category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. Large contiguous areas of productive farms and forest shall be maintained for agricultural uses... Residential and other conflicting land uses although permitted are discouraged.” (Page 18)

Pertinent objectives cited in Chapter 2 – Land Use state the following:

2. Continue the dominance of agriculture and forestry uses throughout the county’s less developed regions.
3. Maintain the character of the county’s existing population centers.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.
5. Locate new development in or near existing population centers and within planned growth centers.
6. Infill existing population centers without overwhelming their existing character.

8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
11. Set high environmental standards for new development, especially in designated growth areas.
12. Develop green infrastructure system.
19. Limit rural development to uses compatible with agriculture and forestry.
20. Direct new development in growth areas to planned communities.

(Pages 12, 13)

In Chapter 3, Natural Resources, the Plan states that “Worcester County’s natural resources are valued for quality of life, environmental, economic, public health, and aesthetic reasons. The tourism, forestry, and agriculture industries rely on natural resources. These industries are the county’s economic backbone. Natural resources provide valuable services such as flood protection, pollution assimilation, water quality, and clean air that benefit public health and safety as well as the Coastal and Chesapeake Bays’ productivity.”

“Forests are a good example of a natural resource’s direct and indirect benefits to the county. The forestry industry contributes jobs and income to the economy. The county’s aesthetic appeal relies heavily on our forested and field cropped landscape. Trees have documented economic value. Trees cycle nutrients, conserve water, and improve soil quality” (Pages 31-32).

Pertinent objectives include the following:

1. Use a systems approach to environmental planning addressing pollution at or close to its source and use sustainable development techniques.
2. Instill environmental stewardship as a universal ethic.
3. Identify and protect environmentally sensitive areas.
4. Restore and/or enhance natural resource functions where possible.
5. Reduce imperviousness of existing and new development.
8. Conserve resources by reducing unnecessary consumption.
9. Channel development within a particular site to any existing disturbed areas if possible.
10. Establish sufficient buffers for sensitive areas.

(Page 33)

In Chapter 7 – Transportation, the Comprehensive Plan states that “[t]he county’s rural road system continues to have an excellent service record. Local car and truck traffic share this system with farm machinery. On-going maintenance will remain the primary need for these roads. Due

to their configuration, rural roads within this plan's growth areas will require improvements to handle the expected additional traffic." (Page 80)

**WATER AND WASTEWATER:** According to the attached response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Water Service Category of S-6/W-6 (no planned service) in the Master Water and Sewerage Plan. Mr. Mitchell's records indicate that the petitioned area recently underwent a seasonal soils evaluation, and five sewage reserve areas have been identified on the survey provided with the application. The approved areas are sufficient to support residential use.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are AsA – Askecksy loamy sand and KsA – Klej loamy sand. As illustrated on the attached soil map, the westerly portion of the petitioned area is poorly drained with hydric soils, while the easterly portion of the petitioned area is moderately well drained.

**EMERGENCY SERVICES:** Fire and ambulance service will be available from the Berlin Volunteer Fire Company approximately 6.2 miles from the subject property. No comments were received from the fire company regarding this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately 7.5 miles away, and the Worcester County Sheriff's Office in Snow Hill, approximately 14 miles away. No comments were received from the Maryland State Police Barracks or from the Sheriff's Office.

**ROADWAYS AND TRANSPORTATION:** The petitioned area fronts on Purnell Crossing Road, a County-owned and -maintained road. It is located approximately 0.5 miles west of Libertytown Road (MD Route 374). No comments were received from the County Roads Division of the Department of Public Works. The Maryland Department of Transportation, State Highway Administration commented that the proposed rezoning there will not have a negative impact on the surrounding state roadway network.

**SCHOOLS:** The petitioned area is within Zone 3 of the Worcester County Public School Zones and is served by the following schools: Buckingham Elementary School, Berlin Intermediate School, and Stephen Decatur Middle and High Schools. No comments were received from the Worcester County Board of Education (WCBOE).

**CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS:** Mr. Mitchell also notes in his memorandum that the petitioned area is located outside of the Chesapeake Bay Critical Area (CBCA). Any anticipated subdivision activity will be subject to the Forest Conservation Law. The Forest Conservation Plan provided illustrated 18.5 acres of clearing.

**FLOOD ZONE:** The FIRM map (24047C0150H, effective July 16, 2015) indicates that the petitioned area of the property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard), with the northerly portion located in flood zone A.

**PRIORITY FUNDING AREAS:** The petitioned area is not within a designated Priority Funding Area (PFA). The closest PFA is Libertytown approximately 0.5 miles east.

**INCORPORATED TOWNS:** This property is approximately 4 miles from the Town of Berlin.

**ADDITIONAL COMMENTS RECEIVED:** The following agencies submitted responses with no comment (attached):

- Email from Will Dyer, DNR.
- Email from Chris Clasing, P.E., Department of Public Works.
- Email from Matt Owens, Fire Marshal and Director of Emergency Services.
- Email from Lt. Earl Starner, Maryland State Police.

!!**IMPORTANT!**!!

**THE PLANNING COMMISSION MUST MAKE FINDINGS OF FACT IN EACH SPECIFIC CASE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING MATTERS:**

1. What is the applicant's definition of the neighborhood in which the subject property is located? (Not applicable if request is based solely on a claim of mistake in existing zoning.)
2. Does the Planning Commission concur with the applicant's definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
3. Relating to population change.
4. Relating to availability of public facilities.
5. Relating to present and future transportation patterns.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.
7. Relating to compatibility with the Comprehensive Plan.
8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?
9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

1 GRAVE & VAULT

"THOMAS SMITH FARM"

ITEM 3  
County WORCESTER

BURIAL SITE DATA FORM

(Pursuant to Section 14-121, Real Property Article, Annotated Code of Md.)  
Effective 10/1/1994

& Tax-Property Article, Section 2-213

3/7/99 VISIT

DATE: 6/17/1998

RIVERIDE FARM

NAME OF SITE (Family, Church, etc) SUSAN C. BURBAGE CEMETERY (WO-77)

LOCATION: Election District 3 Tax Map No. 23 Parcel No. 2 (LOT 2 80 ACS)

Road Name PURNELL CROSSING ROAD

Directions to Site FROM JCTN. OF MD. 374 + PURNELL'S CROSSING RD. AT LIBERTYTOWN,  
GO N.W. ON PURNELL CROSSING RD. 0.85 MILE (4488') TO DIRT RD. ON RIGHT (N.E.) THRU CUT OVER  
WOODLAND; GO N.E. ON DIRT RD. 490' TO 1ST DIRT RD. ON RIGHT. FOLLOW DIRT RD. S.E. TO TO A  
BLAZE MARKED TREE, THEN CONTINUE S.E. 190' TO SINGLE GRAVE STONE ON N.E. LOWER PART  
OF THE SLOPING LAND TO THE S.W. OF THE DIRT RD.; TREES RECENTLY HARVESTED IN AREA.

PROPERTY OWNER (If known) RALPH L. MASON, JR. (410-641-0067)

Address P.O. Box 100, NEWARK, MD. Zip 21841

Grid No. 18

DOCUMENTATION OF BURIAL SITE Md. Grid Coordinates: 1285 East; 184 North

Deed reference FWH 224:664; FWH 90:14; CWN 10:313; JEB 17:52; ODC 11:423;  
BB 30:202; FHP 6:418; FHP 5:293

Subdivision Name & Plat Record \_\_\_\_\_

Will or Estate Record MERRILL D. SMITH ESTATE (3 LOTS ODC 11:423 - THIS LAND - LOT 2)

Genealogical Publication "CEM. RECORDS OF WOR. CO.", RUTH T. DRYDEN (1988), PG. 5, PG. 30

② MILLARD F. HUDSON; 1979; PG. 77; 11/3/1926 INVENTORY

(SEE SOIL MAP 14)

PERSON PROVIDING INFORMATION

James R. Trader

Address 528-B Alabama Ave.,

Phone 410-860-2364

Salisbury, Md.

Zip 21801-5765

COPIES TO:

1. County Dept. of Assessments & Taxation

SITE PLAN - OVER →

2. Mr. Frank Gonce

Phone: (410) 225-5765

GRAVE DATA - OVER →

Supervisor, Map Division

Md. State Dept. of Assessments  
Room 902, 301 West Preston St.  
Baltimore, Md. 21201

3. Planning & Zoning Commission

PERIWINKLE GROUND COVER OVER MUCH OF THE  
HIGHER LAND TO S.W. OF GRAVE AREA. DAFFODILS  
ALSO FOUND HERE AND NEAR OLD HOME SITE. SEVERAL  
OLD CARS ABANDONED ON SITE. RECENT TIMBER HARVEST  
& FALLEN TREES NEAR GRAVESTONE - NO DAMAGE NOTED.

10/24/94 (JRT)

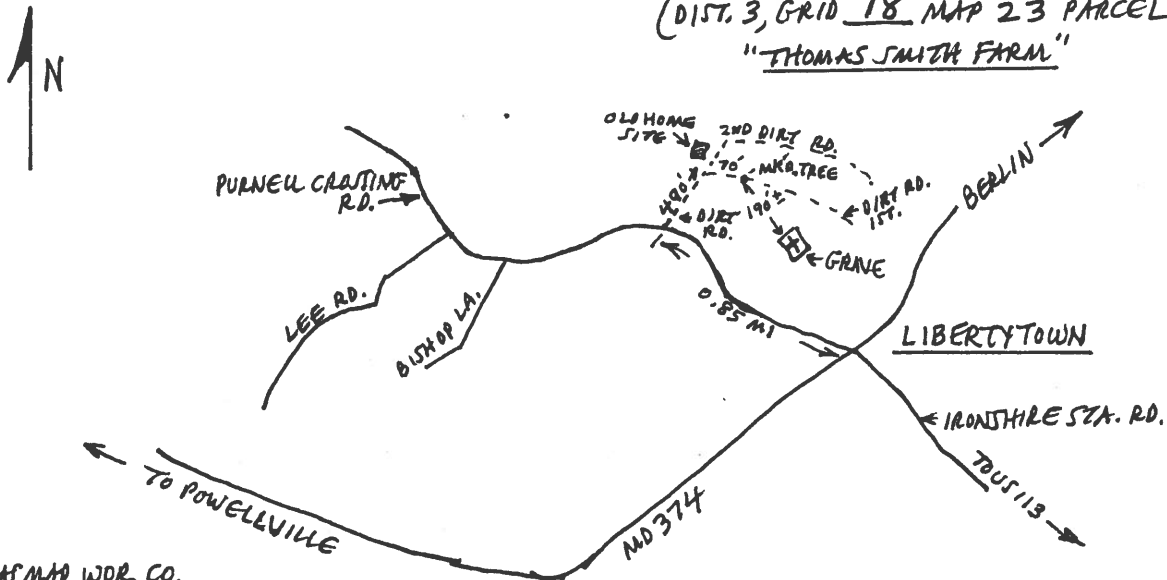
4. OWNER

SUSAN C. BURBAGE CEMETERY

N.E. OF PURNELL CROSSING ROAD (ON CUT OVER WOODLAND)

N.W. OF RT. 374, LIBERTYTOWN

DIRT. ENTR. RD. IS 0.85 MILE (4488') N.W. OF RT. 374

(DIST. 3, GRID 18 MAP 23 PARCEL 2)"THOMAS SMITH FARM"

SEG 1877, ATLAS MAP, WOR. CO.

DIST. 9, WEST BERLIN

REF(2) OF GEO. SMITH

NE + NW OF PURNELL CROSSING RD.

BAPTIST CHURCH TO WEST OF GEO. SMITH FARM

(SEE SOIL MAP 14)

GRAVESTONE DATA (MARBLE STONE) (VAULT LOCATED BY PROBE) (PERIWINKLE GROWING OVER A LARGE AREA)

SUSAN C. BURBAGE, WIFE OF EMORY H. b. 9/2/1843 d. 2/1/1881 (HIS 1ST WIFE)

NOTES

1. JOHN HASTINGS + ELIZABETH SELBY - 4/27/1841 WOR. CO. MARR. LICENSE  
a. DAU. SUSAN C., MARR. EMORY H. BURBAGE - 5/2/1868 WOR. CO. (HAD 2 CHILDREN; HIS 1ST WIFE)
2. THOMAS SMITH MARR. ELIZABETH BURBAGE - 2/23/1850 WOR. CO.  
a. HH 699, 1850 WOR. CO. CENSUS - EMORY H. BURBAGE, AGE 2, IN HH
3. JOHN HASTINGS + ELIZABETH SELBY  
a. 1850 WOR. CENSUS, HH 400, 3RD DIST. - (7 IN HH); SUSAN C., AGE 5  
b. 1860 WOR. CENSUS, HH 901, BERLIN DIST. (9 IN HH); SUSAN C., AGE 15
4. EMORY H. BURBAGE + SUSAN C. HASTINGS  
a. 1870 WIC. CO. CENSUS, HH 40, DERRICKSON'S X ROADS (PITTSVILLE)  
BURBAGE, EMORY, 28, M, BLACKSMITH R.E. #100  
" , SUSAN, 25, F, K. HSE.  
" , ELLA, 1, F (SON, ERNEST E. b. 5/13/1874) - 1880 CENSUS
5. EMORY H. BURBAGE, b. 1/15/1848 d. 3/31/1903; BUR. BURBAGE-WHITE CEM., TIMMONS RD., WIC. CO.  
a. 1880 WIC. CO. CENSUS - POWELLVILLE DIST., 6/1/1880, HH 35, FAM 35  
1. EMORY H. 32; SUSAN C., 33; (+ 3 DAUS + 2 SONS NAMED)
6. DEED 8/18/1894, FHP NO. 5:293 - BEGIN AT A POST AT S.E. CORNER OF THE BAPTIST CHURCH LOT,  
PART OF TRACTS "CONFIRMATION" + "GRAPE ISLAND" (SEE 1877 ATLAS MAP, DIST. 9, W. BERLIN)  
(SEE WOR. CO. LAND RECORDS, 1666-1910, RUTH T. OXYDEN, PGS. 130, 271 + 462; MAP 26 ON PG. 755)





Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

## Memorandum

**To:** Jennifer Keener, AICP, Director, DDRP

**From:** Robert J. Mitchell, LEHS, REHS/RS  
Director, Environmental Programs

A handwritten signature in blue ink, appearing to be "RJM", is placed next to the "From:" line.

**Subject:** **EP Staff Comments on Rezoning Case No. 445**  
Worcester County Tax Map 23, Parcel 2  
Reclassify approximately 18.94 acres out of 80.95 acres  
From RP Resource Protection District to A-1 Agricultural District

**Date:** 7/19/24

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section ZS1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that a mistake was made since the last Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009. The Code requires that the Commissioners find that the proposed "change in zoning" would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. This property has an Agricultural land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*), as do properties surrounding this property to the south, east and west. The northernmost portion of the property has a Green Infrastructure land use designation as it borders Franklin Swamp to the north and connects to lands containing significant Public Drainage Association (PDA) ditch branches (Libertytown and Timmonstown) that feed that swamp, which in turn feeds the upper Pocomoke River. Part of the intent of the Green Infrastructure designation is that "Greenways improve water quality, provide flood control and maintain the county's rural and coastal character".
2. We have recently tested and approved (year 2023) a total of five (5) sewage reserve areas for the subject property. All of those tested locations are adjacent to Purnell Crossing Road and within the petitioned area for zoning reclassification. The approved areas will each be sufficient to serve a residential use. The subject property has a designation of a Sewer and Water Service Category of S-6/W-6 and (No Planned Service) in the *Master Water and Sewerage Plan*.
3. We have received a minor subdivision plat of this property for a three (3) lot subdivision and given that preliminary approval from our Environmental Programs Division. Any subdivided lot will need to have the sewage area within the proposed lot to conform to minimum ownership standards under the Code of Maryland Regulations (COMAR). The plat as presented does conform to that standard. The subdivision plat also included a Forest Conservation Plan (FCP) for review. At this point our Natural Resources Division has reviewed the plan, but have reserved final comments. The FCP provided calls for 18.5 acres of clearing. This amount of clearing elevates the project to a major site plan. Based on the proposed clearing, a Forest Stand

## ITEM 3

Delineation (FSD) will be required. We have not received a FSD at this time. The purpose of the FSD is to identify priority forest for retention and factors including FIDS (Forest Interior Dwelling Species), threatened or endangered species, specimen or champion trees, soil types, perennial streams etc. We expect that the owner's consultant will address these issues in the FSD. This property has been timbered in the past, save the northernmost portion that carries a Green Infrastructure land use designation.

4. We would also note there is a burial site on the property and have passed on that property information to the owner's representative. There was an old homesite drawn into the gravesite map as well as two old logging roads.

If you have any questions on these comments, please do not hesitate to contact me.

**Jennifer Keener**

---

**From:** Jennifer Keener  
**Sent:** Wednesday, June 12, 2024 11:36 AM  
**To:** Jennifer Keener  
**Subject:** FW: Rezoning Case #445

---

**From:** Jeffrey Fritts <[JFritts@mdot.maryland.gov](mailto:JFritts@mdot.maryland.gov)>  
**Sent:** Wednesday, June 12, 2024 11:20 AM  
**To:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Cc:** Steve Orth <[steven.orthfire@gmail.com](mailto:steven.orthfire@gmail.com)>; Robert Rhode <[rrhode@co.worcester.md.us](mailto:rrhode@co.worcester.md.us)>; Billy Birch <[bbirch@co.worcester.md.us](mailto:bbirch@co.worcester.md.us)>; Chris Clasing <[cclasing@co.worcester.md.us](mailto:cclasing@co.worcester.md.us)>; Dallas Baker <[dbaker@co.worcester.md.us](mailto:dbaker@co.worcester.md.us)>; Daniel Wilson <[DWilson12@mdot.maryland.gov](mailto:DWilson12@mdot.maryland.gov)>; Garth McCabe <[garth.mccabe@usda.gov](mailto:garth.mccabe@usda.gov)>; Kevin Lynch <[klynch@co.worcester.md.us](mailto:klynch@co.worcester.md.us)>; [LHtaylor@worcesterk12.org](mailto:LHtaylor@worcesterk12.org); [earl.starner@maryland.gov](mailto:earl.starner@maryland.gov); Matt Owens <[mowens@co.worcester.md.us](mailto:mowens@co.worcester.md.us)>; Matthew Crisafulli <[mcrisafulli@co.worcester.md.us](mailto:mcrisafulli@co.worcester.md.us)>; Melanie Pursel <[mpursel@co.worcester.md.us](mailto:mpursel@co.worcester.md.us)>; Rebecca Jones <[rjones@maryland.gov](mailto:rjones@maryland.gov)>; Robert Mitchell <[bmitchell@co.worcester.md.us](mailto:bmitchell@co.worcester.md.us)>; Will Dyer <[Will.Dyer@maryland.gov](mailto:Will.Dyer@maryland.gov)>  
**Subject:** Rezoning Case #445

April,

After a review of rezoning case #445, SHA determined that there will be no negative impact to the surrounding State roadway network.

Thanks,



**Jeff Fritts**  
 Inspector  
 Access Management  
 410.677.4039 **office**  
 443.397.5063 **mobile**  
[Jfritts@mdot.maryland.gov](mailto:Jfritts@mdot.maryland.gov)

**Maryland Department of Transportation**  
 660 West Road, Salisbury, MD 21801

**Jennifer Keener**

---

**From:** Jennifer Keener  
**Sent:** Thursday, July 18, 2024 2:54 PM  
**To:** Jennifer Keener  
**Subject:** FW: Agency Memo Case #445

---

**From:** Earl Starner -State Police- <[earl.starner@maryland.gov](mailto:earl.starner@maryland.gov)>  
**Sent:** Thursday, July 18, 2024 2:46 PM  
**To:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Subject:** Re: Agency Memo Case #445

No comments from MSP.

On Thu, Jul 18, 2024 at 9:10 AM April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)> wrote:

Good Morning, just a reminder that comments are due tomorrow July 19<sup>th</sup> for the above rezoning case. If you need another copy of the packet please let me know and I will send it. If you have already sent in comments, thank you.

*April L. Mariner*

Office Assistant V

Development Review & Permitting

Worcester County Government

1 W Market Street, Room 1201

Snow Hill, MD 21863

Email: [amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)

Phone: 410-632-1200 x1172

Fax: 410-632-3008

Website: [www.co.worcester.md.us](http://www.co.worcester.md.us)

## Jennifer Keener

---

**From:** Jennifer Keener  
**Sent:** Friday, June 14, 2024 7:48 AM  
**To:** Jennifer Keener  
**Subject:** FW: Rezoning Case #445

---

**From:** Will M. Dyer -DNR- <[will.dyer@maryland.gov](mailto:will.dyer@maryland.gov)>  
**Sent:** Thursday, June 13, 2024 12:43 PM  
**To:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Subject:** Re: Rezoning Case #445

Hi April, I have no issues with the proposed rezoning changes to Case #445.

Thank you

On Wed, Jun 12, 2024 at 10:31 AM April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)> wrote:

Please find attached a comment request for Rezoning Case #445.

*April L. Mariner*

Office Assistant V

Development Review & Permitting

Worcester County Government

1 W Market Street, Room 1201

Snow Hill, MD 21863

Email: [amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)

Phone: 410-632-1200 x1172

Fax: 410-632-3008

Website: [www.co.worcester.md.us](http://www.co.worcester.md.us)

**Jennifer Keener**

---

**From:** Jennifer Keener  
**Sent:** Thursday, July 18, 2024 9:54 AM  
**To:** Jennifer Keener  
**Subject:** FW: Agency Memo Case #445

---

**From:** Matt Owens <[mowens@co.worcester.md.us](mailto:mowens@co.worcester.md.us)>  
**Sent:** Thursday, July 18, 2024 9:48 AM  
**To:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Subject:** RE: Agency Memo Case #445

I have no comments on this rezoning request.

Matt



**Matthew Owens, CFI, CFPS**  
 Fire Marshal  
 Director of Emergency Services

---

(410) 632-5666(Office) | (410) 632-1311  
(443) 783-0071 (Mobile) | (410) 632-5664 (Fax)  
[co.worcester.md.us/departments/firemarshal](http://co.worcester.md.us/departments/firemarshal)  
[mowens@co.worcester.md.us](mailto:mowens@co.worcester.md.us)  
1 West Market St - Room 1302 - Snow Hill, MD 21863

---

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---

**From:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Sent:** Thursday, July 18, 2024 9:10 AM  
**To:** Robert Rhode <[rrhode@co.worcester.md.us](mailto:rrhode@co.worcester.md.us)>; Chris Clasing <[cclasing@co.worcester.md.us](mailto:cclasing@co.worcester.md.us)>; Dallas Baker <[dbaker@co.worcester.md.us](mailto:dbaker@co.worcester.md.us)>; Daniel Wilson <[dwilson12@mdot.maryland.gov](mailto:dwilson12@mdot.maryland.gov)>; Garth McCabe <[garth.mccabe@usda.gov](mailto:garth.mccabe@usda.gov)>; Kevin Lynch <[klynch@co.worcester.md.us](mailto:klynch@co.worcester.md.us)>; Lou Taylor ([LHtaylor@worcesterk12.org](mailto:LHtaylor@worcesterk12.org)) <[LHtaylor@worcesterk12.org](mailto:LHtaylor@worcesterk12.org)>; Lt. Earl Starner <[earl.starner@maryland.gov](mailto:earl.starner@maryland.gov)>; Mark Crampton <[mcrampton1@mdot.maryland.gov](mailto:mcrampton1@mdot.maryland.gov)>; Matt Owens <[mowens@co.worcester.md.us](mailto:mowens@co.worcester.md.us)>; Matthew Crisafulli <[mcrisafulli@co.worcester.md.us](mailto:mcrisafulli@co.worcester.md.us)>; Melanie Pursel <[mpursel@co.worcester.md.us](mailto:mpursel@co.worcester.md.us)>; Rebecca Jones <[rjones@maryland.gov](mailto:rjones@maryland.gov)>; Robert Mitchell <[bmitchell@co.worcester.md.us](mailto:bmitchell@co.worcester.md.us)>; Will Dyer <[Will.Dyer@maryland.gov](mailto:Will.Dyer@maryland.gov)>  
**Subject:** Agency Memo Case #445

Good Morning, just a reminder that comments are due tomorrow July 19<sup>th</sup> for the above rezoning case. If you need another copy of the packet please let me know and I will send it. If you have already sent in comments, thank you.

**Jennifer Keener**

---

**From:** Jennifer Keener  
**Sent:** Thursday, June 13, 2024 7:40 AM  
**To:** Jennifer Keener  
**Subject:** FW: Rezoning Case #445

**From:** Chris Clasing <[cclasing@co.worcester.md.us](mailto:cclasing@co.worcester.md.us)>  
**Sent:** Thursday, June 13, 2024 7:14:54 AM  
**To:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Cc:** Kevin Lynch <[klynch@co.worcester.md.us](mailto:klynch@co.worcester.md.us)>; Dallas Baker <[dbaker@co.worcester.md.us](mailto:dbaker@co.worcester.md.us)>; Tony Fascelli <[tfascelli@co.worcester.md.us](mailto:tfascelli@co.worcester.md.us)>  
**Subject:** RE: Rezoning Case #445

Good morning April,

No comments from DPW at the moment for Rezoning Case #445. Thank you for the opportunity to review.

Thank you,  
 Chris Clasing

Christopher S. Clasing, P.E.  
 Deputy Director  
 Worcester County Department of Public Works  
 6113 Timmons Road  
 Snow Hill, MD 21863  
 410-632-5623




---

**From:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Sent:** Wednesday, June 12, 2024 10:32 AM  
**To:** Robert Rhode <[rrhode@co.worcester.md.us](mailto:rrhode@co.worcester.md.us)>; Chris Clasing <[cclasing@co.worcester.md.us](mailto:cclasing@co.worcester.md.us)>; Dallas Baker <[dbaker@co.worcester.md.us](mailto:dbaker@co.worcester.md.us)>; Daniel Wilson <[dwilson12@mdot.maryland.gov](mailto:dwilson12@mdot.maryland.gov)>; Garth McCabe <[garth.mccabe@usda.gov](mailto:garth.mccabe@usda.gov)>; Kevin Lynch <[klynch@co.worcester.md.us](mailto:klynch@co.worcester.md.us)>; Lou Taylor (<[LHtaylor@worcesterk12.org](mailto:LHtaylor@worcesterk12.org)>) <[LHtaylor@worcesterk12.org](mailto:LHtaylor@worcesterk12.org)>; Lt. Earl Starnier <[earl.starnier@maryland.gov](mailto:earl.starnier@maryland.gov)>; Mark Crampton <[mcrampton1@mdot.maryland.gov](mailto:mcrampton1@mdot.maryland.gov)>; Matt Owens <[mowens@co.worcester.md.us](mailto:mowens@co.worcester.md.us)>; Matthew Crisafulli <[mcrisafulli@co.worcester.md.us](mailto:mcrisafulli@co.worcester.md.us)>; Melanie Pursel <[mpursel@co.worcester.md.us](mailto:mpursel@co.worcester.md.us)>; Rebecca Jones <[rjones@maryland.gov](mailto:rjones@maryland.gov)>; Robert Mitchell <[bmitchell@co.worcester.md.us](mailto:bmitchell@co.worcester.md.us)>; Will Dyer <[Will.Dyer@maryland.gov](mailto:Will.Dyer@maryland.gov)>  
**Subject:** Rezoning Case #445

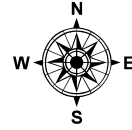
Please find attached a comment request for Rezoning Case #445.

*April L. Mariner*  
 Office Assistant V

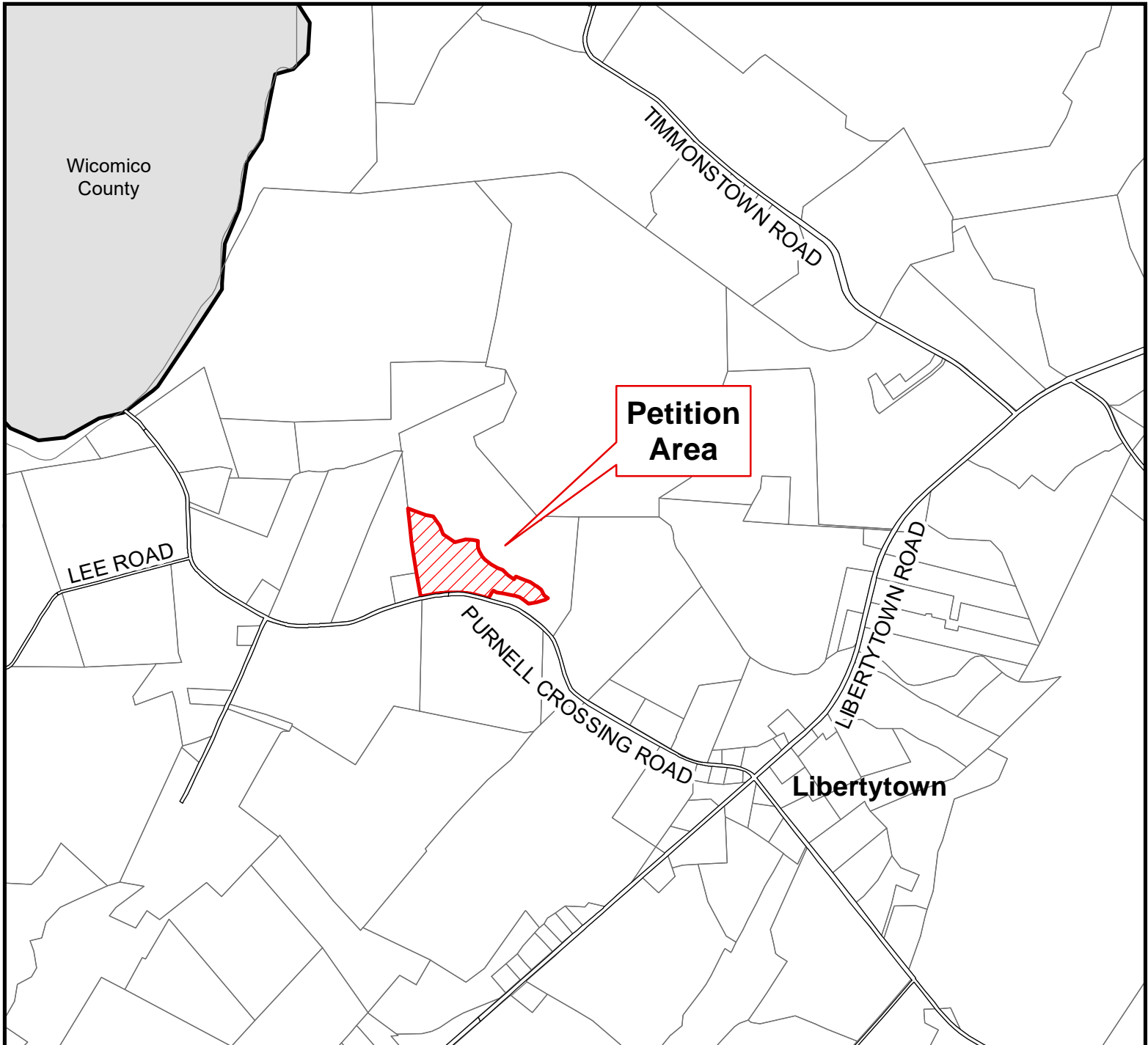
# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 445  
RP Resource Protection to A-1 Agricultural  
Tax Map: 23, Parcel 2



## LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2024

0 500 1,000  
Feet

Source: GIS Data Layers

Drawn By: KLH Reviewed By: JKK

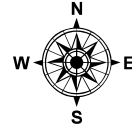
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.



# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 445  
RP Resource Protection to A-1 Agricultural  
Tax Map: 23, Parcel 2



## AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2024

0 260 520  
Feet

Source: 2022 Aerial Imagery

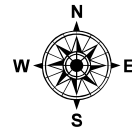
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

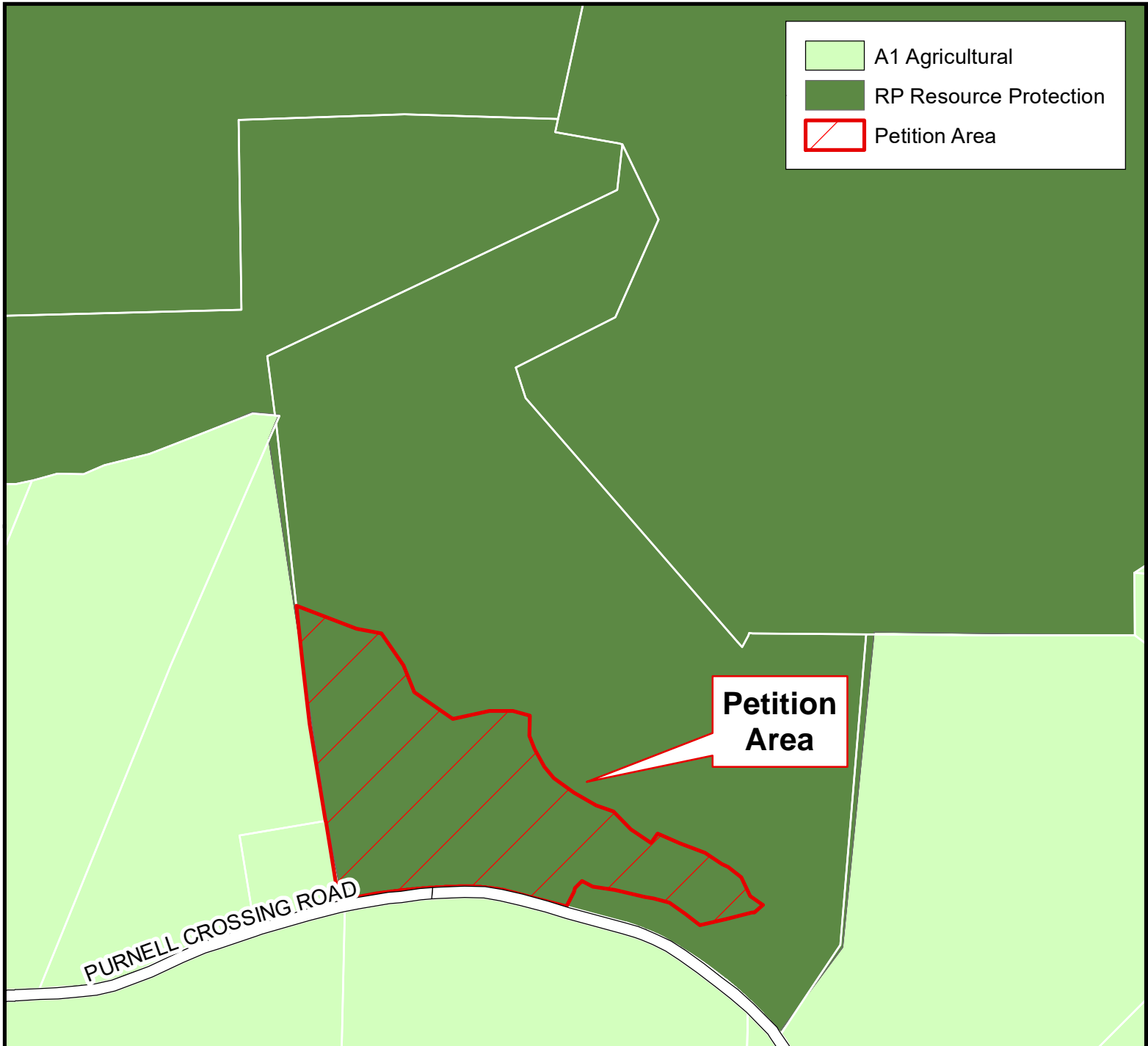
# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 445  
RP Resource Protection to A-1 Agricultural  
Tax Map: 23, Parcel 2



## ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2024

0 250 500  
Feet

Source: 2009 Official Zoning Map Layer

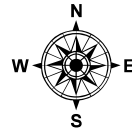
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Drawn By: KLH Reviewed By: JKK

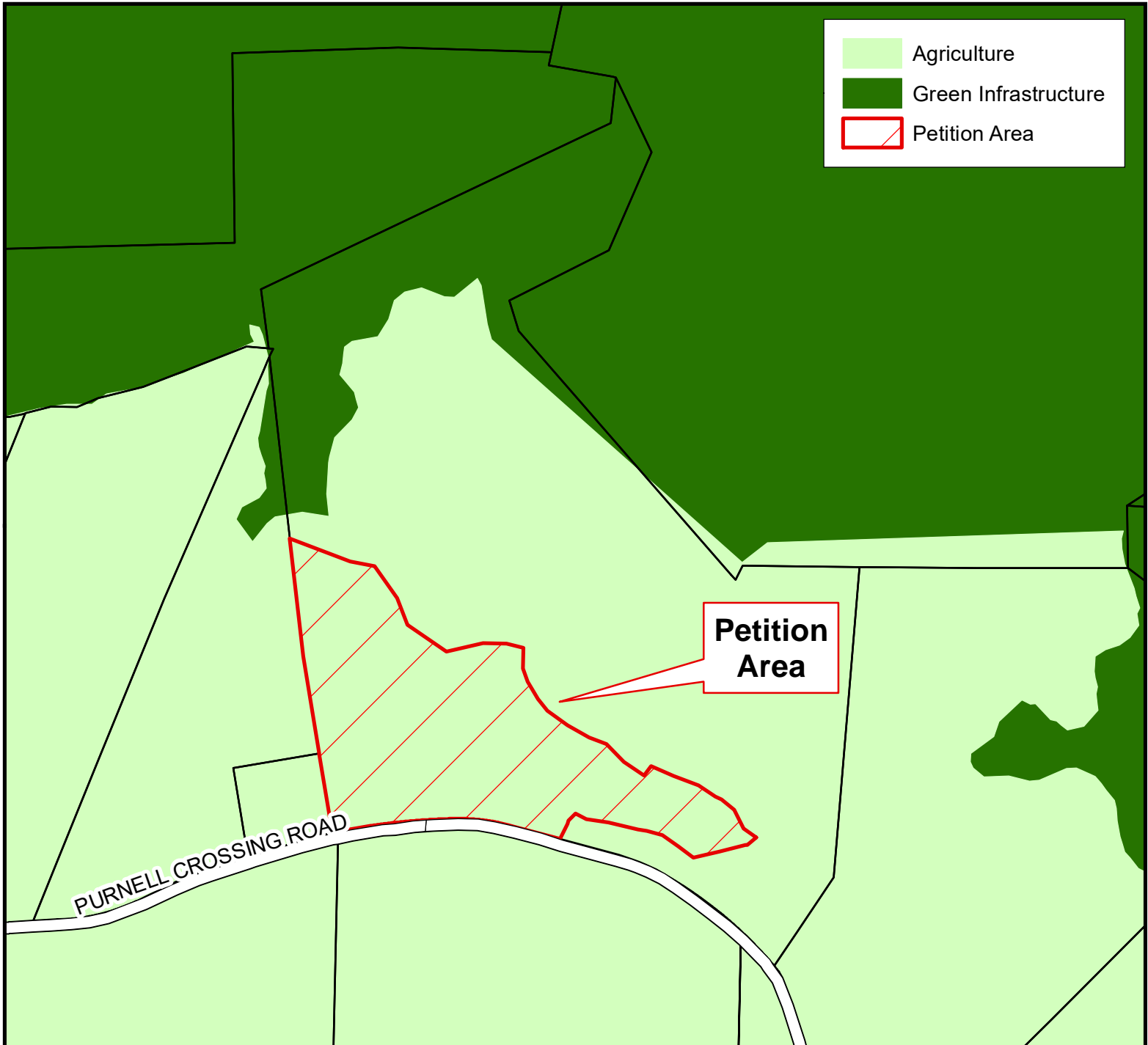
# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 445  
RP Resource Protection to A-1 Agricultural  
Tax Map: 23, Parcel 2



## LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2024

0 250 500  
Feet

Source: 2006 Official Land Use Map Layer

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

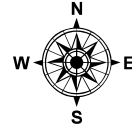
Drawn By: KLH Reviewed By: JKK



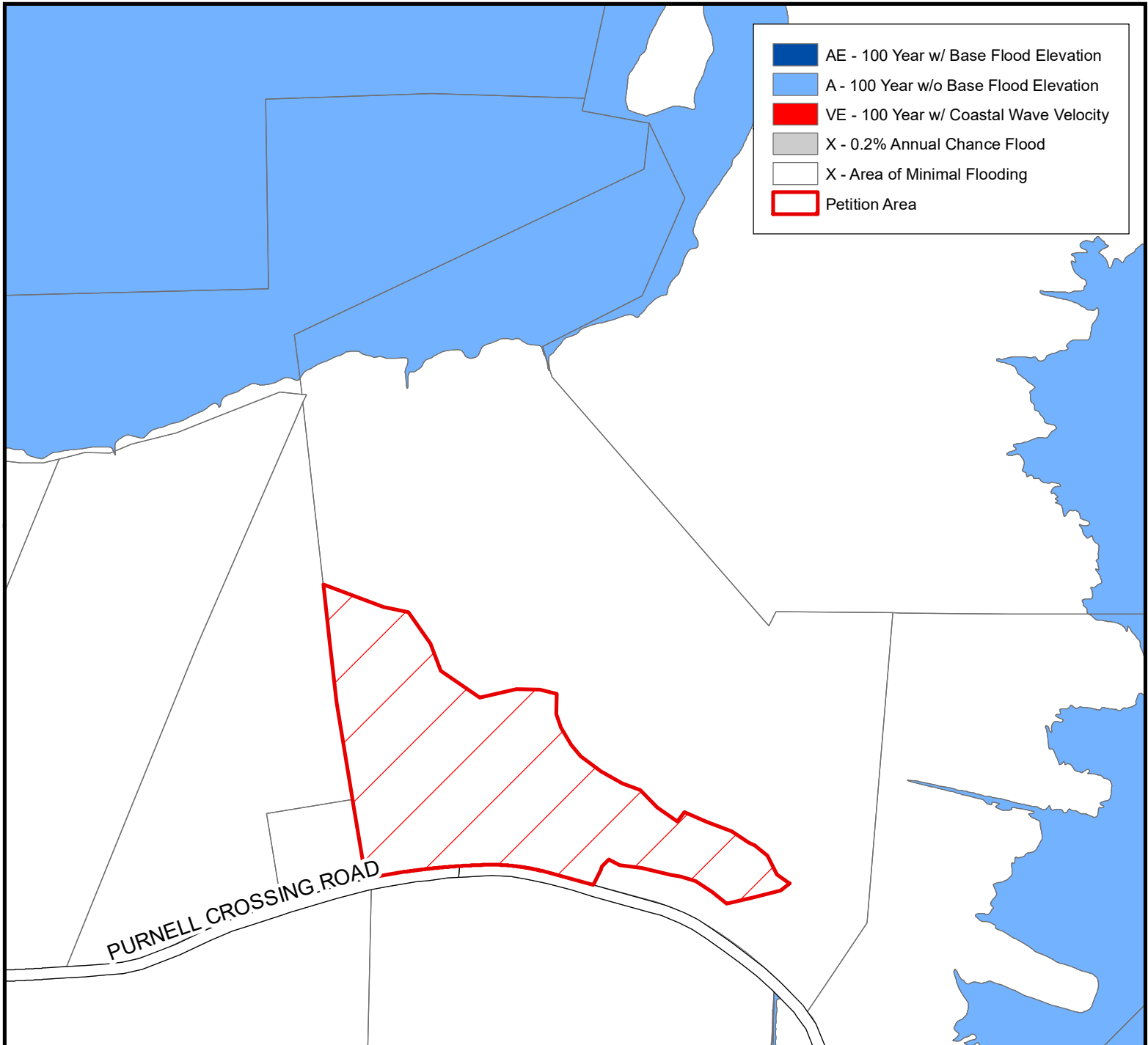
# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 445  
RP Resource Protection to A-1 Agricultural  
Tax Map: 23, Parcel 2



## FLOODPLAIN MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2024

0 250 500  
Feet

Source: 2015 FEMA Flood Insurance Rate Map

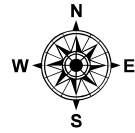
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

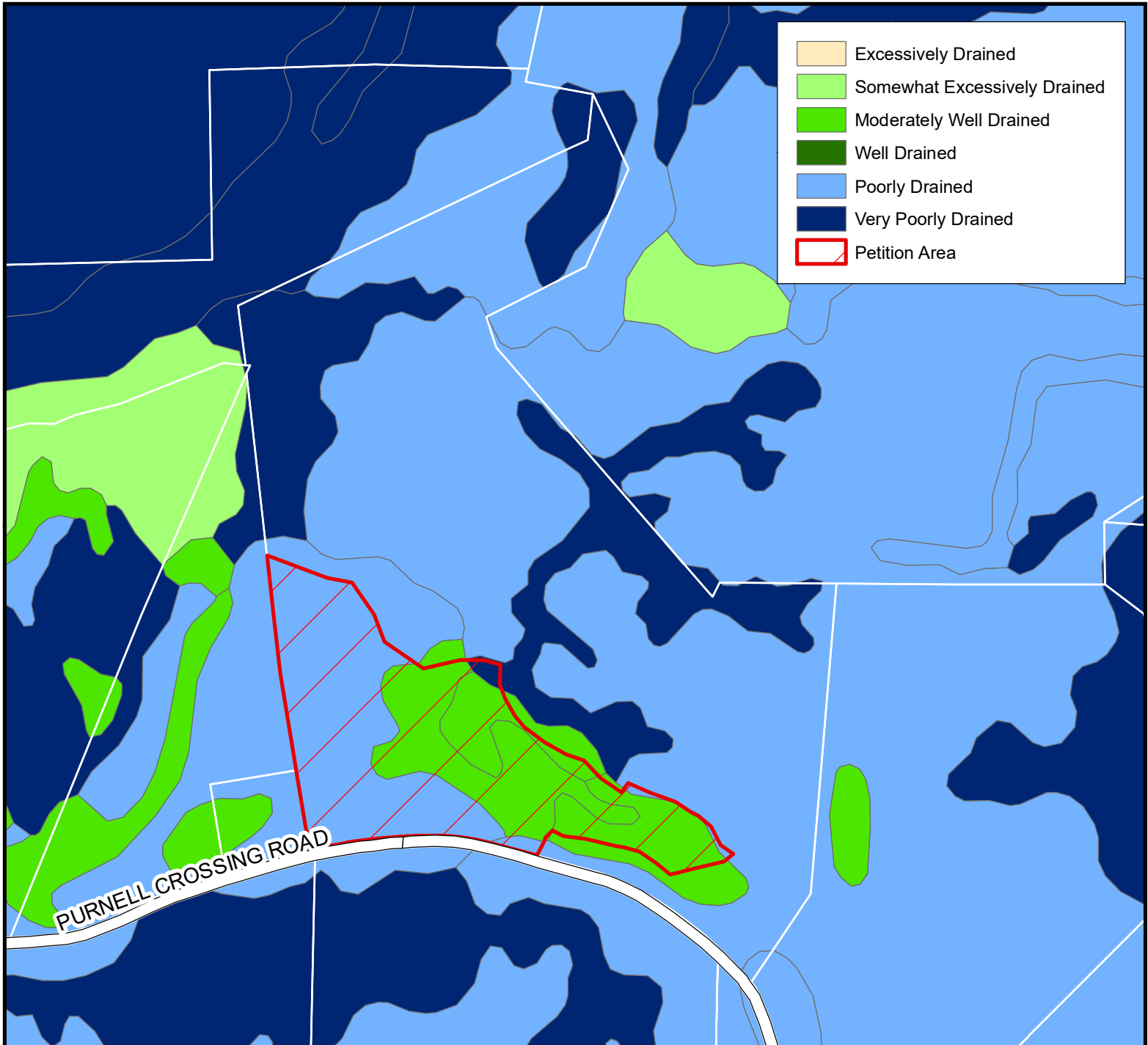
# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 445  
RP Resource Protection to A-1 Agricultural  
Tax Map: 23, Parcel 2



## SOIL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2024

0 250 500  
Feet

Source: 2007 Soil Survey

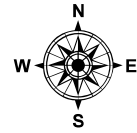
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

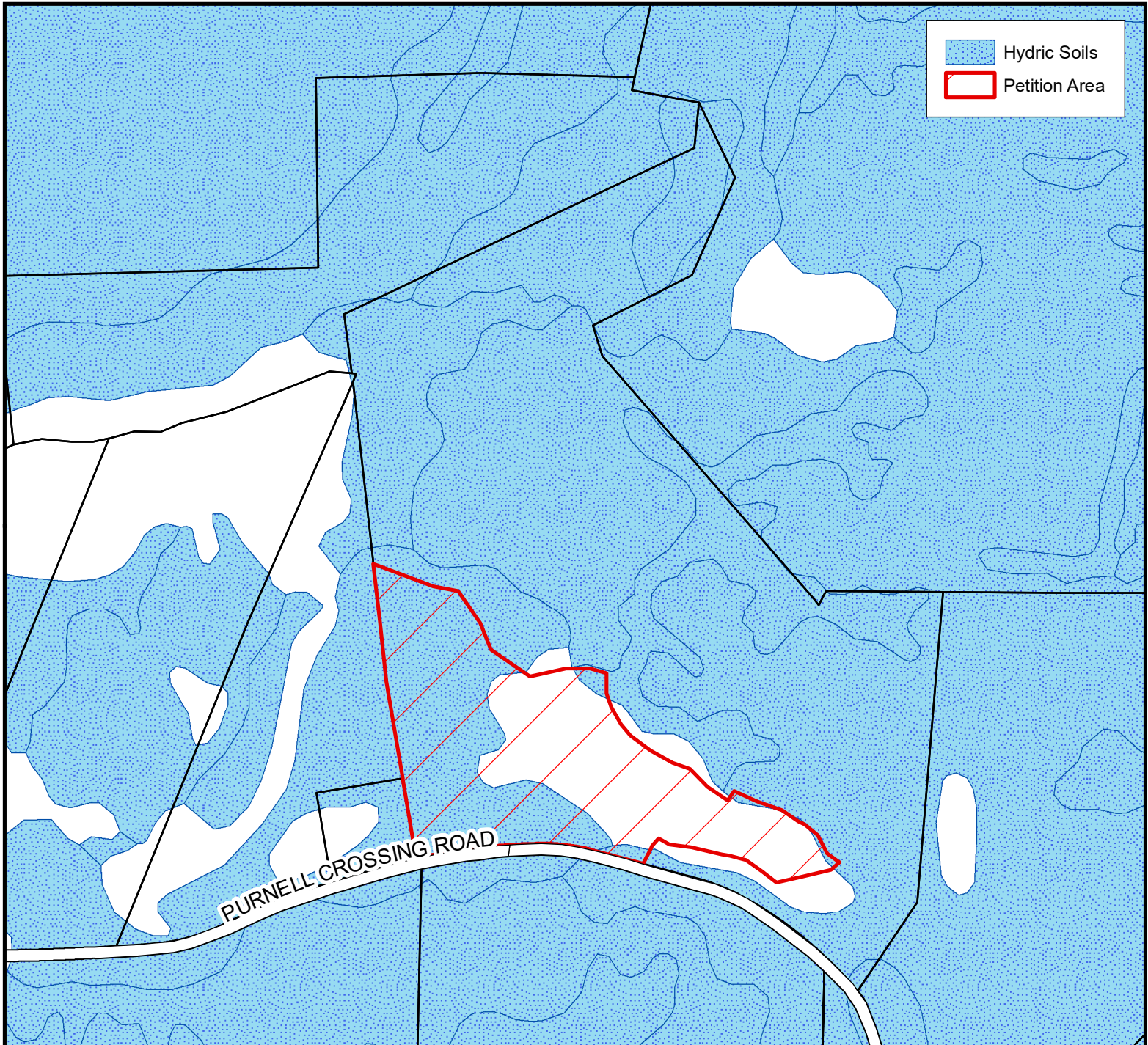
# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 445  
RP Resource Protection to A-1 Agricultural  
Tax Map: 23, Parcel 2



## HYDRIC SOIL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2024

Source: 2007 Soil Survey

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH

Reviewed By: JKK

## MEMORANDUM

TO: Robert Mitchell, Director, Worcester County Environmental Programs  
 Matthew Crisafulli, Sheriff, Worcester County Sheriff's Office  
 Dallas Baker, P.E., Director, Worcester County Public Works Department  
 Chris Classing, P.E., Deputy Director, Worcester County Public Works Department  
 Kevin Lynch, Roads Superintendent, Worcester County Public Works Department  
 Matt Owens, Director of Emergency Services & Fire Marshal  
 Melanie Pursel, Director of Tourism & Economic Development  
 Louis H. Taylor, Superintendent, Worcester County Board of Education  
 Mark Crampton, District Engineer, Maryland State Highway Administration  
 Daniel Wilson, Assistant District Engineer - Traffic, Maryland State Highway Admin.  
 Lt. Earl W. Starnes, Commander, Barracks V, Maryland State Police  
 Rebecca L. Jones, Health Officer, Worcester County Health Department  
 Luke Marcek, Project Manager, Maryland Forest Service  
 Garth McCabe, District Conservationist, Worcester County NRCS  
 Robert Rhode, Fire Chief, Berlin Volunteer Fire Department

FROM: Jennifer Keener, AICP, Director

DATE: June 12, 2024

RE: Rezoning Case No. 445 – Thomas C. and Shelley M. Mason, Property Owners and Kristina L. Watkowski, Attorney – Purnell Crossing Road, Berlin, MD

\*\*\*\*\*

This application seeks to rezone approximately 18.54 acres out of 80.95 acres of land shown on Tax Map 23, Parcel 2, from RP Resource Protection District to A-1 Agricultural District. The requested A-1 District allows additional uses that are special exceptions in the RP District, such as minor subdivisions, single family dwellings, and agricultural structures and operations, as well as uses that are not permitted at all in the RP District such as roadside stands, commercial agricultural structures and operations, agritourism facilities, and more.

**For your reference I have attached a copy of the rezoning application package, location and zoning maps showing the property requested to be rezoned.**

The applicant is alleging a **mistake was made during the 2009 comprehensive rezoning** as the justification for the proposed rezoning from RP Resource Protection District to A-1 Agricultural District.

**By Friday, July 19, 2024**, the Planning Commission is requesting any comments, thoughts or insights that you or your designee might offer regarding past and present conditions in the delineated neighborhood, as well as the effect that this application and potential subsequent development of the site under the proposed zoning classification may have on plans, facilities, or services for which your agency is responsible. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, and that your agency has or will have adequate facilities and resources to serve the property and its potential land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

## **General Zoning Information:**

**The purpose and intent of the RP Resource Protection District** is “to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. This district serves to maintain the environmental functionality of the landscape by avoiding or minimizing disturbance of sensitive areas which generally include tidal and nontidal wetlands, state-owned natural areas, selected riparian corridors, conservation areas, and muck and alluvial soils. Development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site.”

The RP District allows uses such as structures for public & private conservation areas, educational sites of local archaeological and historical interest, including wildlife reservations, arboretums, demonstration forests, walking trails, picnic areas, private noncommercial cabins, tents, recreational vehicles for seasonal occupancy, fishing, hunting & trapping blinds. For a complete list, please use the following link: <https://ecode360.com/14020087>

**The purpose and intent of the A-1 Agricultural District** is “to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change.”

The A-1 District allows uses such as agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers; roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located; minor subdivisions and single-family dwellings. For a complete list, please use the following link: <https://ecode360.com/14019225>

If you have any questions or require further information, please do not hesitate to reach me by phone at (410) 632-1200, ext. 1123 or via email at [jkeener@co.worcester.md.us](mailto:jkeener@co.worcester.md.us). On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments





Worcester County Commissioners  
 Worcester County Government Center  
 One W. Market Street, Room 1103  
 Snow Hill, Maryland 21863

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**APPLICATION FOR AMENDMENT OF THE OFFICIAL ZONING MAP**

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(For Office Use Only – Please Do Not Write in this Space)

Rezoning Case No. 445

Date Received by Office of the County Commissioners \_\_\_\_\_

Date Received by Development Review and Permitting 5/24/2024

Date Reviewed by the Planning Commission \_\_\_\_\_

---

- I. Application: Proposals for amendments to the Official Zoning Maps may be made only by the property owner, contract purchaser, option holder, lease, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. Governmental Agency: \_\_\_\_\_  
 B. Property Owner: \_\_\_\_\_  
 C. Contract Purchaser: \_\_\_\_\_  
 D. Option Holder: \_\_\_\_\_  
 E. Leasee: \_\_\_\_\_  
 F. Attorney for B (insert A, B, C, D or E) X  
 G. Agent for \_\_\_\_\_ (insert A, B, C, D or E) \_\_\_\_\_

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 23  
 B. Parcel Number(s): 2  
 C. Lot Number(s), if applicable: \_\_\_\_\_  
 D. Tax District Number: 03

## III. Physical Description of Property

- A. Located on north side of Purnell Crossing Road, approximately \_\_\_\_\_ feet/miles to the \_\_\_\_\_ side of \_\_\_\_\_ Road.
- B. Consisting of a total of 80.95 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:  
18.54 acres of upland area bordered by Purnell Crossing Road to the south, Parcel 40 and Parcel 41 to the west, and the remainder of the subject parcel to the north and east that will remain RP, Resource Protection District.


---
- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and other such information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

## IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): RP, Resource Protection District  
(name and zoning district)
- B. Acreage of zoning classification(s) in "A" above: 80.95 acres
- C. Requested zoning classification(s): A-1, Agricultural District  
(name and zoning district)
- D. Acreage of zoning classification(s) in "C" above: 18.54 acres

## V. Reasons for Requested Change

The County Commissioners may grant a map amendment based upon a finding that there: (a) has been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) is a mistake in the existing zoning classification and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

- A. Please list reasons or other information as to why the zoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:  
The request for change in zoning is based upon mistake in the existing zoning classification and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.


---



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VI. Filing Information and Required Signatures

## A. Every application shall contain the following information:

1. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.
2. If the applicant is a corporation, the names and mailing addresses for the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest in the partnership.
4. If the applicant is an individual, his/her name and mailing address.
5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

## B. Signature of Applicants in Accordance with VI.A. above.

Signature(s): Kristina L. Watkowski  
 Printed Name(s): Kristina L. Watkowski/Hugh Cropper IV, Attorneys for Property Owner  
 Mailing Address: 9927 Stephen Decatur Highway, Suite F-12, Ocean City, MD 21842  
 Phone Number: 410-213-2681 Email: kwatkowski@bbcmlaw.com  
 Date: May 24, 2024

## C. Signature of Property Owner in Accordance with VI.A. above.

Signature(s): Shelley M. Mason  
 Printed Name(s): Christopher T. & Shelley M. Mason  
 Mailing Address: 10610 Siren Lane, Berlin, MD 21811  
 Phone Number: 443-614-2281 Email: shelleymillsmaison@gmail.com  
 Date: May 24, 2024

## D. Signature of Attorney in Accordance with VI.A. above.

Signature(s): Kristina L. Watkowski  
 Printed Name(s): Kristina L. Watkowski/Hugh Cropper IV  
 Mailing Address: 9927 Stephen Decatur Highway, Suite F-12, Ocean City, MD 21842  
 Phone Number: 410-213-2681 Email: kwatkowski@bbcmlaw.com  
 Date: May 24, 2024

(Please use additional pages and attach to the application if more space is required.)

## VII. General Information Relating to the Rezoning Process

- A. Applications shall only be accepted from January 1<sup>st</sup> to January 31<sup>st</sup>, May 1<sup>st</sup> to May 31<sup>st</sup>, and September 1<sup>st</sup> to September 30<sup>th</sup> of any calendar year.
- B. Applications for Map Amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- C. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and for the purpose may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgment.

The Planning Commission shall formulate its recommendation on said amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within 90 days after the Planning Commission's decision of recommendation, unless an extension of time is granted by the County Commissioners.

After receiving the recommendation of the Planning Commission concerning any such amendment, and before adopting or denying same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing.

- D. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case, including but not limited to the following matters: population change; availability of public facilities; present and future transportation patterns; compatibility with existing and proposed development and existing environmental conditions for the area including having no adverse impact on waters included on the State's Impaired Waters List or having an established total maximum daily load requirement; the recommendation of the Planning Commission; and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding that (a) there was a substantial change in the character of the neighborhood where the property is located since the last zoning of the property or (b) there is a mistake in the existing zoning classification and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth above shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.

- E. No application for a map amendment shall be accepted for filing by the office of the County Commissioners if the application is for the reclassification of the whole or any part of the land for which the County Commissioners have denied reclassification within the previous 12 months as measured from the date of the County Commissioners' vote of denial. However, the County Commissioners may grant reasonable continuance for good cause or may allow the applicant to withdraw an application for map amendment at any time, provided that if the request for withdrawal is made after publication of notice of public hearing, no application for reclassification of all or any part of the land which is the subject of the application shall be allowed within 12 months following the date of such withdrawal, unless the County Commissioners specify by formal resolution that the time limitation shall not apply.

REZONING FINDINGS OF FACT FORM

Applicant shall provide information with regard to the following items:

- A. Is the request for rezoning based upon a claim that there has been a change in the character of the neighborhood where the property is located since the last zoning of the property or upon a claim that there is a mistake in the existing zoning and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

The request for change on zoning is based upon a mistake in the existing zoning classification and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

---

- B. What is the definition of the neighborhood in which the subject property is located, as determined by the applicant.

This request is based solely upon a mistake in the existing zoning, therefore the definition of the neighborhood is not necessary.

---

- C. Findings of Fact as to Section 1-113(c)(3) of the Zoning Code:

1. Relating to population change:

The portion of the parcel would add at most five (5) single family dwellings. Thus, very little change in the population.

---

2. Relating to the availability of public facilities:

The planned minor subdivision identifies five (5) Sewage Reserve Areas and three (3) well locations.

---

3. Relating to present and future transportation patterns:

The A-1, Agricultural District, allows a minor subdivision in accordance with the provisions of ZS 1-311 and the use would not be a significant increase in transportation and would be similar to that which exists.

---

4. Relating to the compatibility with existing and proposed development and existing environmental conditions for the area:

The zoning is inaccurate as many of the wetlands maps are historically incorrect.

---

5. Relating to compatibility with the Comprehensive Plan:

Limits and regulates rural development to minimize consumption, while continuing the County's rural character Land use is also compatible with the Comprehensive Plan. See attached supplement also.

---

**Attachment in Support of Rezoning Application**

This is a request to rezone a portion of Worcester County Tax Map 23, Parcel 2, approximately 18.54 acres (the “petitioned area”) of 80.95 acres, from RP, Resource Protection District, to A-1, Agricultural District, based upon a mistake in the November 3, 2009 Comprehensive Rezoning.

The property is located on the north side of Purnell Crossing Road, west of the Town of Berlin. To the north are wooded properties zoned RP, Resource Protection District. To the south are large parcels of farmland zoned A-1, Agricultural District, with what appears to be various single-family residences. To the east and west are largely A-1, Agricultural District properties with a mix of agricultural structures and single-family residences. The Town of Berlin municipality is less than five miles east of the property.

The subject property is 80.95 acres, wooded and not with any structures at this time. The November 3, 2009 Comprehensive Rezoning relies on the wetlands mapping done by the Department of Natural Resources in 1989. That mapping was created with a broad-brush approach. A field delineation was completed for the first time this year, 2024. The mistake is evident as the actual field delineation illustrates the petitioned area is entirely comprised of uplands. The Maryland Department of Environment has reviewed, and verbally approved, the wetland delineation performed by Spencer Rowe in 2024 as shown on the plat. There are likely still uplands to be left in the RP, Resource Protection zoned portion of the parcel. A majority of the parcel remaining will be designated as a Forest Conservation Easement as shown on the attached plat.

As defined in the Zoning Code, the intent of the RP, Resource Protection District, is to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. The Code further states that development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and a visual character of the site.

There are various restrictions and limitations that are imposed by development in the RP, Resource Protection District, as opposed to the A-1, Agricultural District. For example, a special exception is required to build a house or an agricultural structure. Also, the ability to subdivide in the RP, Resource Protection District is limited. The rezoning would result in a reasonable use and enjoyment of the property. By rezoning only 18.54 acres to A-1, Agricultural District, the property owners would keep the remaining 62.41 acres in RP, Resource Protection District, thereby preserving and protecting the natural resources.


The A-1, Agricultural District, is intended to preserve, encourage, and protect the County's farms, as well as to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization. Permitted uses and structures include agriculture, stables, and minor subdivisions. As further evidence of the mistake, the attached Maps for Worcester County depict a vast amount of agricultural land use and zoning to the north and south. Rezoning the petitioned area to A-1, Agricultural District would be in harmony with the surrounding area.

Whether agricultural use, a minor subdivision, or a mix of both, there will be little to no impact on the population as there has been little change in the area since the Comprehensive Rezoning in 2009. Additionally, the parcel does not receive public sewer or water service at this time. A single-family dwelling on the petitioned area would require a private septic system regardless of zoning. If the petitioned area was subdivided, a maximum of five lots for single-family dwellings can be platted. There are five approved sewage reserve areas, and three well locations identified in the petitioned area at this time. There will be no negative impact on the transportation patterns on Purnell Crossing Road.

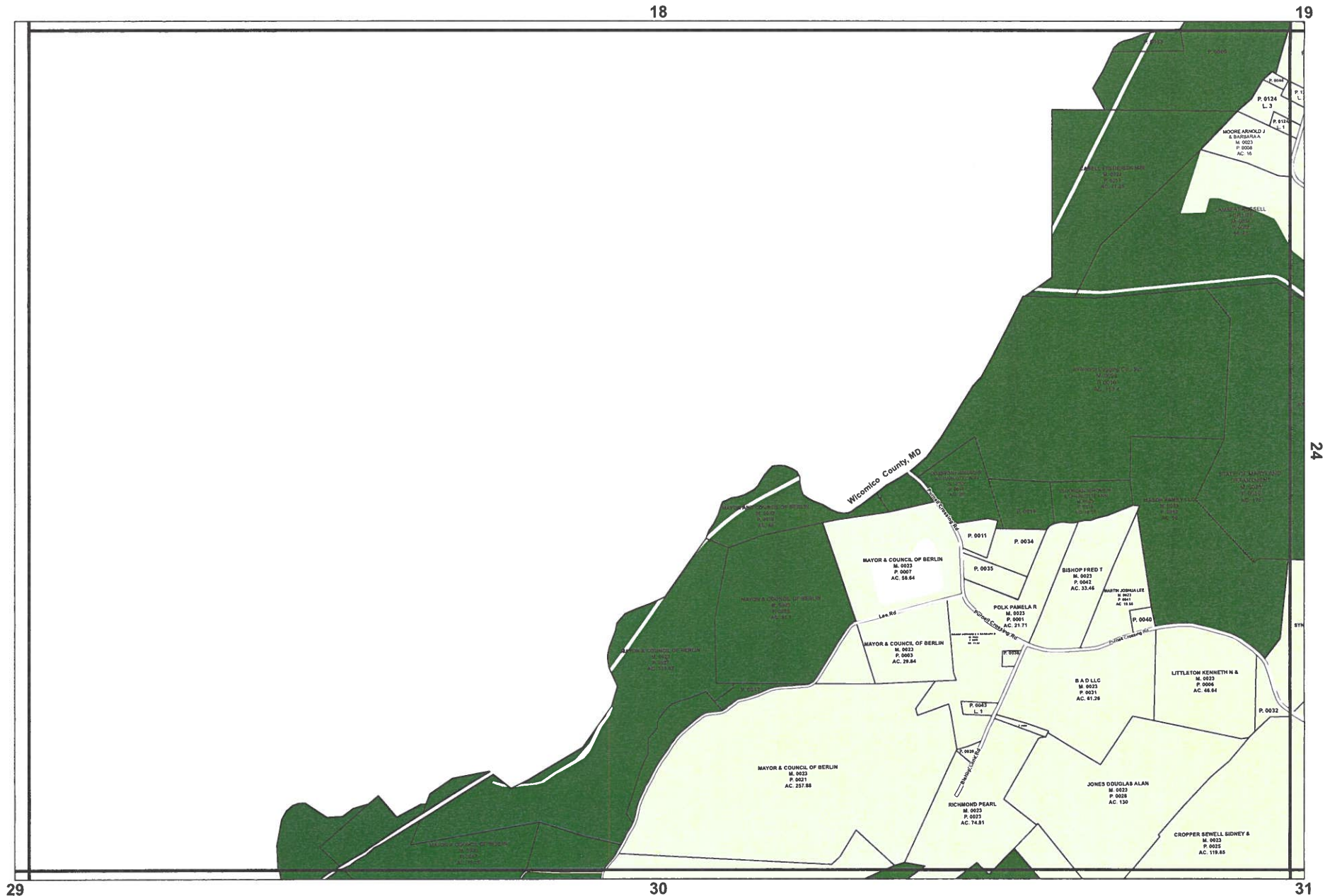
The Agricultural designation of the 18.54 acres will give the property owners the opportunity to do an agricultural subdivision, for the benefit of their children. By limiting the rezoning request to just the petitioned area, the parcel would serve and protect both zoning districts, while the use would be similar to the surrounding properties. By keeping the remainder of the parcel, approximately 62.41 acres, in RP, Resource Protection District, there would be restrictions in place to protect the sensitive areas both by virtue of the zoning, as well as a Forest Conservation Easement.

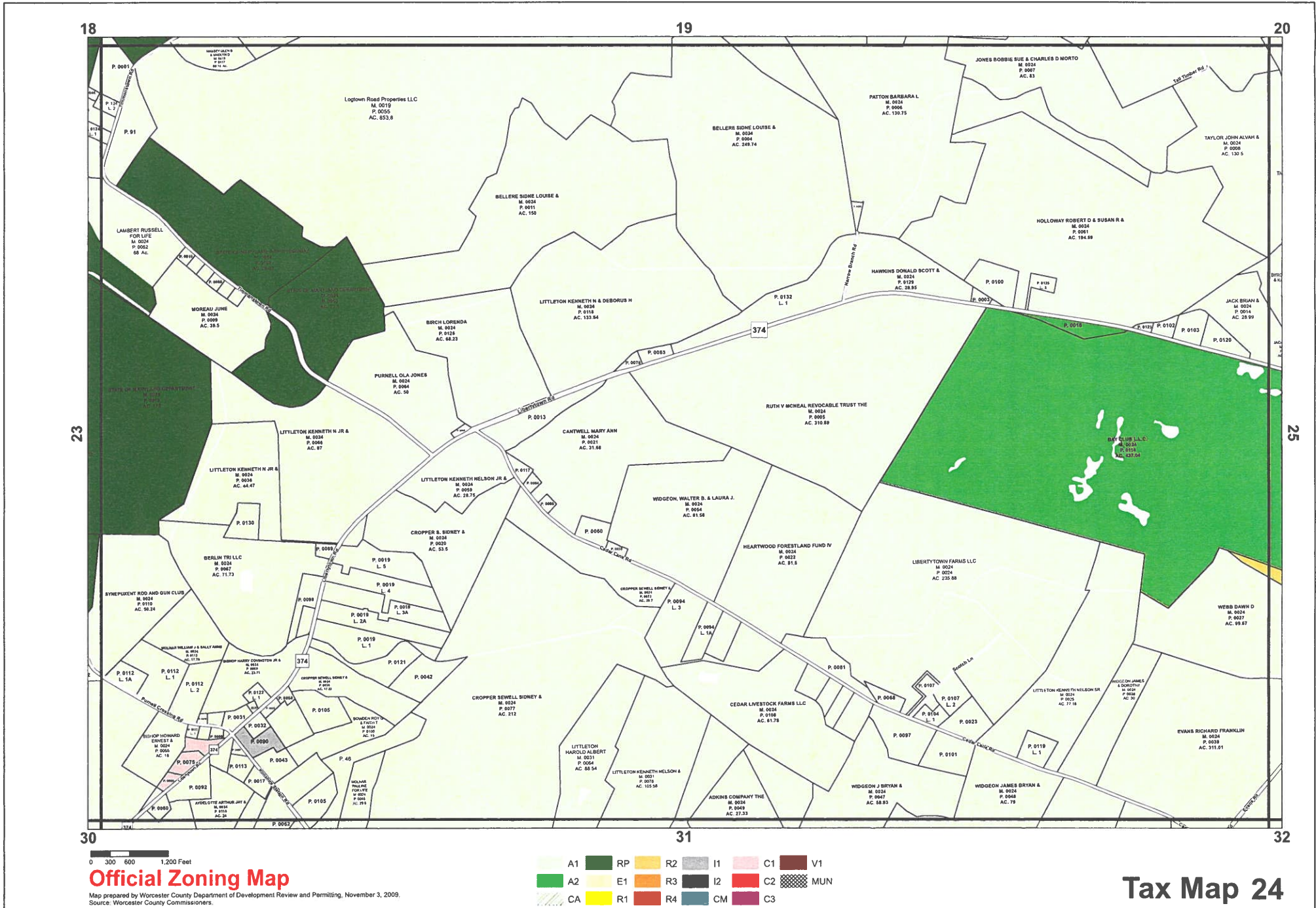
To zone the portion of the property along Purnell Crossing Road that is all uplands as A-1, Agricultural District would be consistent with the attached Land Use Map, as well as the written Comprehensive Plan. The property owner and applicant respectfully request the rezoning be granted.

Respectfully submitted,

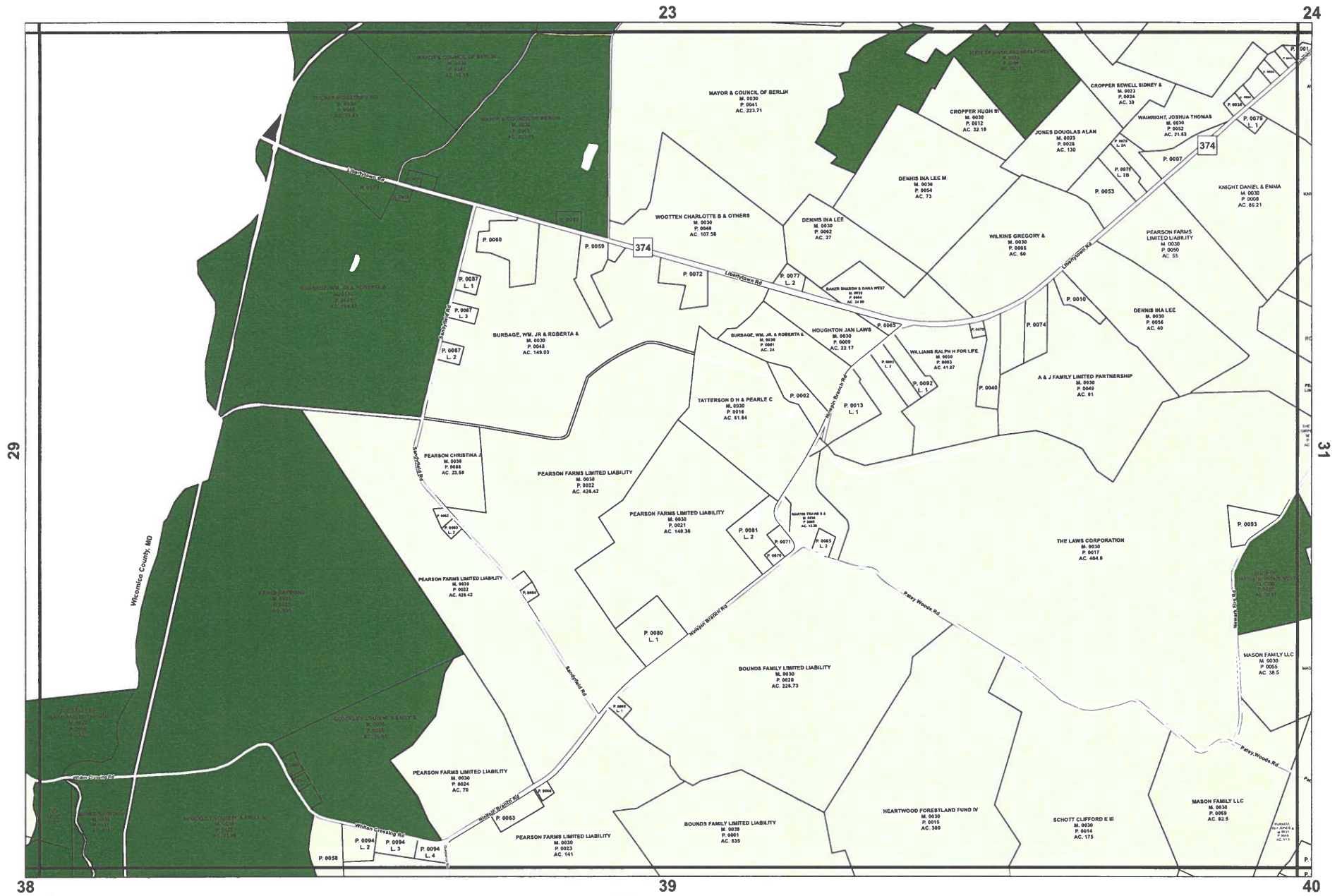
  
\_\_\_\_\_  
Kristina L. Watkowski, Attorney for Owners  
Christopher T. & Shelley M. Mason











## Official Zoning Map

Map prepared by Worcester County Department of Development Review and Permitting, November 3, 2009.  
Source: Worcester County Commissioners.

A1	RP	R2	I1	C1	V1
A2	E1	R3	I2	C2	MUN
CA	R1	R4	CM	C3	

## Tax Map 30





A1 RP R2 I1 C1 V1  
A2 E1 R3 I2 C2 MUN  
CA R1 R4 CM C3



Fig. 2-3

## Land Use Plan Worcester County, MD

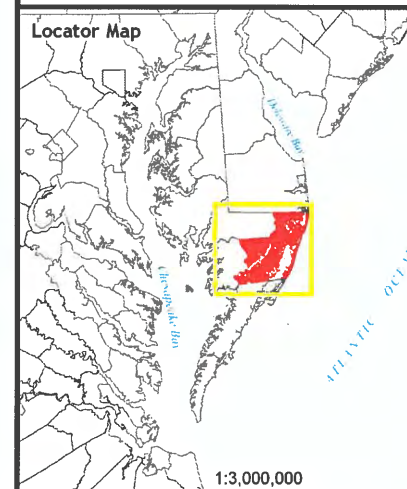
Map prepared by the Department of Comprehensive Planning, March 2006.

Source: Worcester County Department of Comprehensive Planning, March 7, 2006

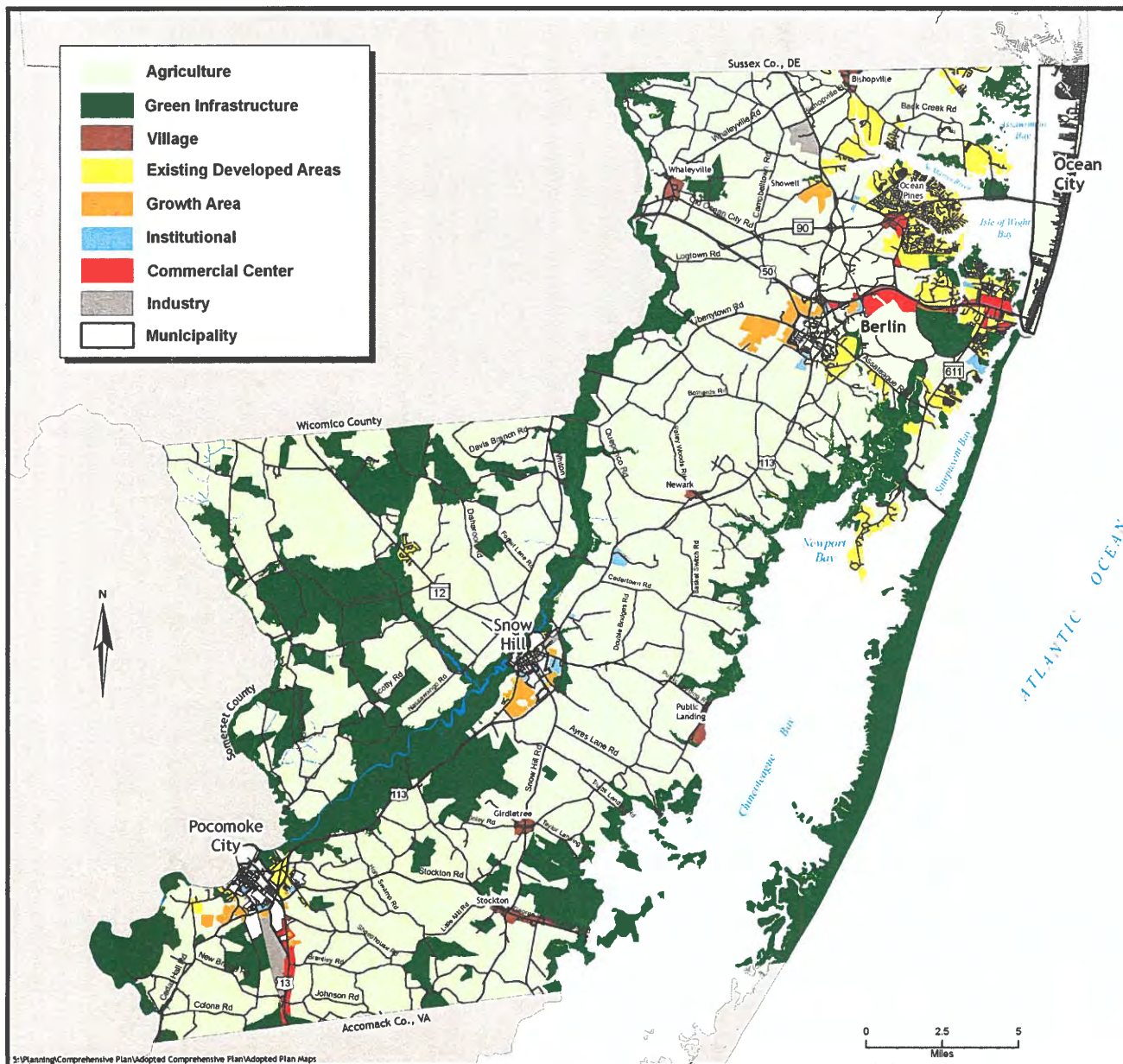
This map is intended for planning purposes only and not for regulatory use.



Locator Map



1:3,000,000



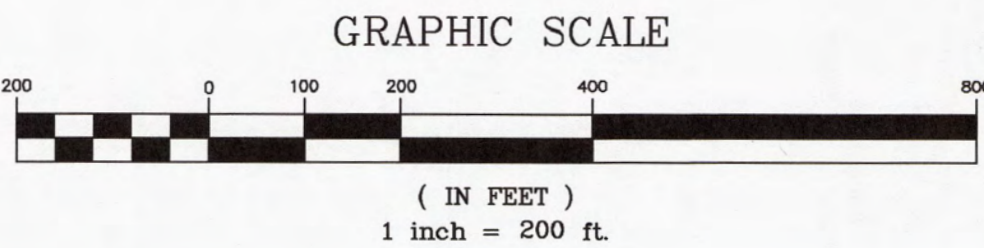


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LINE TABLE		
LINE	LENGTH	BEARING
V1	229.85	S 69°30'06" E
V2	89.64	S 78°57'20" E
V3	137.17	S 34°32'45" E
V4	103.45	S 21°25'02" E
V5	166.83	S 56°01'48" E
V6	131.27	N 76°43'06" E
V7	86.91	N 89°29'23" E
V8	60.69	S 73°56'47" E
V9	70.01	S 01°26'02" W
V10	48.69	S 19°55'41" E
V11	74.19	S 29°23'50" E
V12	52.17	S 39°33'24" E
V13	84.37	S 54°07'04" E
V14	95.33	S 59°27'27" E
V15	67.68	S 70°36'29" E
V16	86.81	S 44°21'29" E
V17	85.65	S 55°41'20" E
V18	40.59	N 33°18'34" E
V19	94.67	S 67°03'31" E
V20	86.27	S 69°06'34" E
V21	78.98	S 55°37'00" E
V22	81.70	S 51°16'13" E
V23	72.16	S 26°31'05" E
V24	55.07	S 54°24'52" E
V25	38.26	S 48°31'12" W
V26	77.17	S 75°52'14" W
V27	123.43	S 76°58'53" W
V28	65.61	N 51°39'30" W
V29	68.31	N 54°36'46" W
V30	68.25	N 75°20'11" W
V31	54.52	N 75°11'04" W
V32	71.21	N 76°28'52" W
V33	85.07	N 81°15'16" W
V34	42.62	N 64°35'56" W
V35	34.02	S 41°51'15" W
V36	71.27	S 25°46'03" W



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD
C-1	277.41	1431.85	111°08'03"	139.14	N45°28'56"W	276.88
C-2	267.06	1466.82	10°25'54"	133.90	N56°18'07"W	266.69
C-3	215.11	747.00	16°28'56"	108.30	N83°10'01"W	214.36
C-4	70.32	2350.50	01°42'51"	35.16	S87°43'36"W	70.31
C-5	219.64	2350.50	05°21'14"	109.90	S84°11'33"W	219.56
C-6	141.17	971.16	08°19'44"	70.71	N68°21'30"W	141.05



### GENERAL NOTES

1. OWNER : CHRISTOPHER T. & SHELLEY M. MASON  
P.O. BOX 100  
NEWARK, MD. 21841-0100  
DEED : 8635/287  
TAX ID#03-012921  
USE : AGRICULTURAL  
P. 2 - T.M. 23- GRID 18
2. EX. ZONING: RP  
ZONING SETBACKS:  
FRONT: 60' FROM CENTER OF PURNELL CROSSING ROAD, SIDES: 20', REAR: 50'
3. BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 24047C0150H, DATED 7-16-2015, THIS SUBDIVISION IS LOCATED IN ZONE X.
4. THIS PROPERTY IS NOT WITHIN THE ATLANTIC COASTAL BAYS CRITICAL AREA.
5. THERE ARE NO ANIMAL CONTAINMENT STRUCTURES WITHIN 200' OF THIS SUBDIVISION.
6. THERE ARE NO PUBLIC DRAINAGE ASSOCIATION DITCHES ADJOINING OR WITHIN THIS SUBDIVISION.
7. THE WETLAND DELINEATION AS SHOWN HEREON WAS PERFORMED BY SPENCER ROWE IN 2024. AREAS OUTSIDE OF THE WETLAND/UPLAND BOUNDARY ARE MOSTLY REGULATED WETLANDS BUT MAY CONTAIN SOME AREAS OF UPLANDS.
8. THIS PROPERTY IS LOCATED IN WORCESTER COUNTY SUBWATERSHED : POCOMOKE #2130203 - UPPER POCOMOKE RIVER

EXISTING RP ZONING REQUESTED TO BECOME A-1 = 18.54 ACRES ±

Frank G. Lynch, Jr.  
& Associates, Inc.

SURVEYING · LAND PLANNING  
10535 RACETRACK ROAD · BERLIN, MARYLAND 21811  
(410) 641-5353 · 641-5773

DESIGNED BY	N/A	SURVEYED BY	FGL3/CL	FILE NO.:	12301-23
DRAWN BY	F.G.L. JR.	DATE	2-20-2024	SHEET 1 OF 1	
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 100'		

EXPIRES 2-21-2026

LANDS OF CHRISTOPHER T. & SHELLEY M. MASON  
THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND  
P. 2 - T.M. 23

RE-ZONING EXHIBIT



## Forest Conservation Worksheet 2.2

Net Tract Area	A = 18.54
Total Tract Area	B = 0.00
Deductions	C = 18.54
Land Use Category	
Input the number "1" under the appropriate land use zoning, and list to only one entry.	
AREA	CDR
1	0
0	0
0	0
0	0
0	0
D. Afforestation Threshold ( Net Tract Area x 20% )	D = 3.71
E. Conservation Threshold ( Net Tract Area x 50% )	E = 9.27
Existing Forest Cover	
F. Existing Forest Cover within the Net Tract Area	F = 18.54
G. Area of Forest Above Conservation Threshold	G = 9.27
Break Even Point	
H. Break Even Point	H = 11.12
I. Forest Clearing Permitted Without Mitigation	I = 7.42
Proposed Forest Clearing	
J. Total Area of Forest to be Cleared	J = 18.54
K. Total Area of Forest to be Retained	K = 0.00
Planting Requirements	
L. Reforestation for Clearing Above the Conservation Threshold	L = 2.32
M. Reforestation for Clearing Below the Conservation Threshold	M = 18.54
N. Credit for Retention above the Conservation Threshold	N = 0.00
O. Total Reforestation Required	O = 20.86
P. Total Afforestation Required	P = 0.00
R. Total Planting Requirement	R = 20.86



## WORCESTER COUNTY PLANNING COMMISSION

A. THE GRANT OF A PERMIT OR APPROVAL OF THIS SUBDIVISION SHALL NOT CONSTITUTE A REPRESENTATION, GUARANTY OR WARRANTY OF ANY KIND BY WORCESTER COUNTY OR BY ANY OFFICIAL OR EMPLOYEE THEREOF OF THE PRACTICABILITY, BUILDABILITY OR SAFETY OF ANY PROPOSED USE, AND SHALL CREATE NO LIABILITY UPON THE COUNTY, ITS OFFICIALS OR EMPLOYEES.

B. ANY APPROVAL BY THE ENVIRONMENTAL PROGRAMS DIVISION OF ANY POTABLE WATER OR WASTEWATER SYSTEM OR SUITABILITY THEREOF IS BASED UPON STATE AND COUNTY STANDARDS EXISTING AS OF THE DATE OF APPROVAL. SUCH STANDARDS ARE SUBJECT TO CHANGE AND A BUILDING PERMIT MAY BE DENIED IN THE FUTURE. IN THE EVENT CURRENT STANDARDS CANNOT BE MET AS OF THE DATE OF APPLICATION FOR SUCH PERMIT, THE APPROVAL SHOWN HEREON IS NOT SUFFICIENT APPROVAL FOR A PERMIT.

APPROVING AUTHORITY  
WORCESTER COUNTY PLANNING COMMISSION

DATE:

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD
C-1	277.41	1431.85	110°03'	139.14	N45°28'56"W	276.98
C-2	267.06	1466.82	10°25'54"	133.90	N56°18'07"W	266.69
C-3	215.11	747.00	16°29'56"	108.30	N83°10'01"W	214.36
C-4	70.32	2350.50	01°42'51"	35.16	S87°43'36"W	70.31
C-5	219.64	2350.50	05°21'14"	109.90	S84°11'33"W	219.56
C-6	141.17	971.16	08°19'44"	70.71	N68°21'30"W	141.05

POINT NO.	NORTHING	EASTING
1	244,576.110	1,796,839.668
2	244,567.558	1,796,888.931
3	244,370.505	1,796,854.724
4	244,379.057	1,796,805.460
5	244,461.589	1,796,943.158
6	244,445.519	1,797,041.858
7	244,346.819	1,797,025.787
8	244,362.890	1,796,927.087
9	244,444.838	1,797,096.624
10	244,404.078	1,797,187.939
11	244,312.762	1,797,147.179
12	244,353.523	1,797,055.863
13	244,462.283	1,797,258.741
14	244,455.284	1,797,308.249
15	244,257.253	1,797,280.254
16	244,264.252	1,797,230.746
17	244,548.425	1,797,399.260
18	244,528.166	1,797,444.972
19	244,345.319	1,797,363.936
20	244,365.578	1,797,318.224

## OWNER'S CERTIFICATION

THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY, THEREOF. THE REQUIREMENTS OF SECTION 3-108 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND (LATEST EDITION) AS FAR AS THEY RELATE TO THE MAKING OF THIS PLAT AND SETTING OF MARKERS HAVE BEEN COMPLIED WITH.

THE FOLLOWING STREETS, ROADS, WIDENING STRIPS, AMENITIES AND IMPROVEMENTS: 5' WIDE STRIP FOR ROAD WIDENING ALONG PURNELL CROSSING ROAD IS HEREBY OFFERED FOR DEDICATION TO THE COUNTY COMMISSIONERS FOR WORCESTER COUNTY. ACCEPTANCE OF SUCH OFFER MAY TAKE PLACE AT ANY TIME BY APPROPRIATE ACT OF THE COUNTY COMMISSIONERS. THE COUNTY COMMISSIONERS ARE IN NO WAY REQUIRED TO ACCEPT SUCH OFFER. THE OFFER MAY NOT BE WITHDRAWN WITHOUT THE CONSENT OF THE COUNTY COMMISSIONERS.

OWNER: CHRISTOPHER T. MASON  
10610 SIREN LANE  
BERLIN, MD. 21811

DATE:

OWNER: SHELLEY M. MASON  
10610 SIREN LANE  
BERLIN, MD. 21811

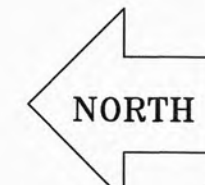
DATE:

## SURVEYOR'S CERTIFICATION

I Herby Certify, To The Best Of My Knowledge And Belief, That The Requirements Of Section 3-108 Of The Real Property Article Of The Annotated Code Of Maryland (Latest Edition) Concerning The Making Of This Plat And The Setting Of Markers As Well As All Of The Requirements Of The County Commissioners And Ordinances Of The County Of Worcester, Maryland Regarding The Platting Of Subdivisions Within The County Have Been Complied With.

Frank G. Lynch, Jr.  
Reg # 10782

Date:



SITE

## ENVIRONMENTAL PROGRAMS

THIS SUBDIVISION IS APPROVED FOR INTERIM INDIVIDUAL WATER SUPPLY AND SEWAGE SYSTEMS IN ACCORDANCE WITH THE COUNTY COMPREHENSIVE WATER AND SEWER PLAN. (FOR EACH DWELLING UNIT, A MINIMUM OF 10,000 SQ. FT., EXCLUSIVE OF BUILDING, EASEMENTS, RIGHT-OF-WAYS AND OTHER PERMANENT OR PHYSICAL OBJECTS, SHALL BE PROVIDED FOR THE SUBSURFACE DISPOSAL OF SEWAGE.) THE APPLICANT OR ANY FUTURE OWNER MUST DISCONTINUE USE OF THESE INDIVIDUAL SYSTEMS AND CONNECT TO THE COMMUNITY SYSTEM WHEN AVAILABLE. SOIL EVALUATIONS WERE COMPLETED BASED ON EXISTING ELEVATIONS. ANY ALTERATIONS OF ELEVATIONS OR CHANGES IN GRADE ARE PROHIBITED WITHOUT PRIOR APPROVAL OF THIS OFFICE.

THE REMAINING LANDS ARE APPROVED FOR AGRICULTURAL PURPOSES ONLY. ANY FUTURE APPROVAL FOR WATER AND SEWAGE SYSTEMS TO UTILIZE THIS LAND FOR BUILDING PURPOSES WILL BE SUBJECT TO THE REGULATIONS IN EFFECT AT THAT TIME. IN ORDER TO CONVERT SAID LANDS TO BUILDABLE STATUS, A REVISED SUBDIVISION PLAT IS REQUIRED TO BE APPROVED AND RECORDED IN THE LAND RECORDS OF WORCESTER COUNTY.

APPROVING AUTHORITY

DATE:

## GENERAL NOTES

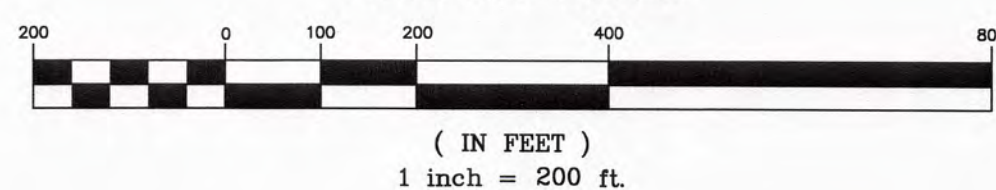
- OWNER: CHRISTOPHER T. & SHELLEY M. MASON  
P.O. BOX 100  
NEWARK, MD. 21841-0100  
DEED: 8635/287  
TAX ID#03-012921  
USE: AGRICULTURAL  
P. 2 - T.M. 23- GRID 18
- EX. ZONING: RP  
ZONING SETBACKS:  
FRONT: 60' FROM CENTER OF PURNELL CROSSING ROAD, SIDES: 20', REAR: 50'
- BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 24047C0150H, DATED 7-16-2015, THIS SUBDIVISION IS LOCATED IN ZONE X.
- THIS PROPERTY IS NOT WITHIN THE ATLANTIC COASTAL BAYS CRITICAL AREA.
- THERE ARE NO ANIMAL CONTAINMENT STRUCTURES WITHIN 200' OF THIS SUBDIVISION.
- THERE ARE NO PUBLIC DRAINAGE ASSOCIATION DITCHES ADJOINING OR WITHIN THIS SUBDIVISION.
- THE WETLAND DELINEATION AS SHOWN HEREON WAS PERFORMED BY SPENCER ROWE IN 2024. AREAS OUTSIDE OF THE WETLAND/UPLAND BOUNDARY ARE MOSTLY REGULATED WETLANDS BUT MAY CONTAIN SOME AREAS OF UPLANDS.
- THIS PROPERTY IS LOCATED IN WORCESTER COUNTY SUBWATERSHED: POCONOKE #2130203 - UPPER POCONOKE RIVER
- THE PURPOSE OF THIS PLAN IS TO CREATE THREE BUILDABLE LOTS. ALL ARE CURRENTLY VACANT & WOODED.

## WORCESTER COUNTY FOREST CONSERVATION NOTE

THIS SUBDIVISION IS SUBJECT TO THE WORCESTER COUNTY FOREST CONSERVATION LAW. THIS SUBDIVISION IS SUBJECT TO FOREST CONSERVATION PLAN NO. \_\_\_\_ ANY FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY FOREST CONSERVATION LAW. A FOREST CONSERVATION PLAN HAS BEEN APPROVED AND IS ON THE FILE WITH THE DEPARTMENT OF PLANNING, PERMITS, AND INSPECTIONS. A PERPETUAL PROTECTIVE AGREEMENT - DEED OF FOREST CONSERVATION EASEMENT, WORCESTER COUNTY, MARYLAND, WILL BE RECORDED SIMULTANEOUSLY WITH THIS PLAT IN THE LAND RECORDS OF WORCESTER COUNTY, MARYLAND.

NOTE: WITH THE RECORDING OF THIS PLAT THE PROPERTY OWNER DOES HEREBY GRANT TO WORCESTER COUNTY OFFICIALS AND/OR THEIR REPRESENTATIVES FREE ACCESS TO ANY FOREST CONSERVATION AREA AS SHOWN HEREON.

## GRAPHIC SCALE



LINE	LENGTH	BEARING
V1	229.85	S 69°30'06" E
V2	89.64	S 78°57'20" E
V3	137.17	S 34°32'45" E
V4	103.45	S 21°25'02" E
V5	166.83	S 56°01'48" E
V6	131.27	N 76°43'06" E
V7	86.91	N 89°29'23" E
V8	60.69	S 73°56'47" E
V9	70.01	S 01°26'02" W
V10	48.69	S 19°55'41" E
V11	74.19	S 29°23'50" E
V12	52.17	S 39°33'24" E
V13	84.37	S 54°07'04" E
V14	95.33	S 59°27'27" E
V15	67.68	S 70°36'29" E
V16	86.81	S 44°21'29" E
V17	85.65	S 55°41'20" E
V18	40.59	N 33°18'34" E
V19	94.67	S 67°03'31" E
V20	86.27	S 69°06'34" E
V21	78.98	S 55°37'00" E
V22	81.70	S 51°16'13" E
V23	72.16	S 26°31'05" E
V24	55.07	S 54°24'52" E
V25	38.26	S 48°11'12" W
V26	77.17	S 75°52'14" W
V27	123.43	S 76°58'53" W
V28	65.61	N 51°39'30" W
V29	68.31	N 54°36'46" W
V30	68.25	N 75°20'11" W
V31	54.52	N 79°10'44" W
V32	71.21	N 76°28'52" W
V33	85.07	N 81°15'16" W
V34	42.62	N 64°35'56" W
V35	34.02	S 41°51'15" W
V36	71.27	S 25°46'03" W

Denotes Forest Conservation Sign (20 SHOWN)

Denotes Forest Conservation Easement = 41.72 ACRES

#	REVISION	DATE	CHKD

LANDS OF CHRISTOPHER T. & SHELLEY M. MASON  
THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND  
P. 2 - T.M. 23- GRID 18

## MINOR SUBDIVISION

PROFESSIONAL SEAL

EXPIRES 2-21-2026

Frank G. Lynch, Jr.  
& Associates, Inc.

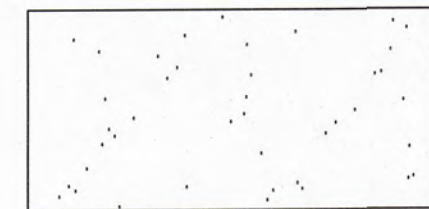
SURVEYING - LAND PLANNING  
10535 RACETRACK ROAD - BERLIN, MARYLAND 21811  
(410) 641-5353 - 641-5773

DESIGNED BY	N/A	SURVEYED BY	FGL3/CL	FILE NO.:	12301-23
DRAWN BY	F.G.L. JR.	DATE	3-14-2024		
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 100'		

ST#2/C/JOB FILES 2024/12301SPC.DWG



THE INFORMATION CONTAINED ON THESE PLANS OR OTHER DOCUMENTS IS PROVIDED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON, AND IS SUBJECT TO THE CLIENT AND/OR WORK PRODUCT PRIVILEGE. ANY AMENDMENTS, COPYING OR DISTRIBUTION, INCLUDING COMPUTER GENERATED AMENDMENTS, IS STRICTLY PROHIBITED UNLESS AUTHORIZED IN WRITING BY FRANK G. LYNCH, JR. AND ASSOCIATES, INC.



DENOTES FOREST CONSERVATION EASEMENT = 41.72 ACRES

F.C.E. DENOTES FOREST CONSERVATION SIGN (20 shown)

- ★ DENOTES IRON ROD TO BE SET
- DENOTES IRON BAR FOUND
- DENOTES T-BAR FOUND
- ⬢ DENOTES IRON ROD FOUND
- ⬢ DENOTES IRON PIPE FOUND
- △ DENOTES UNMARKED POINT
- ⊙ DENOTES PROPOSED WELL

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD
C-1	277.41	1431.85	11°06'03"	139.14	N45°28'56"W	276.98
C-2	267.06	1466.82	10°25'54"	133.90	N56°18'07"W	266.69
C-3	215.11	747.00	16°29'56"	108.30	N83°10'01"W	214.36
C-4	70.32	2350.50	01°42'51"	35.16	S87°43'36"W	70.31
C-5	219.64	2350.50	05°21'14"	109.90	S84°11'33"W	219.56
C-6	141.17	971.16	08°19'44"	70.71	N88°21'30"W	141.05

#	REVISION	DATE	CHKD

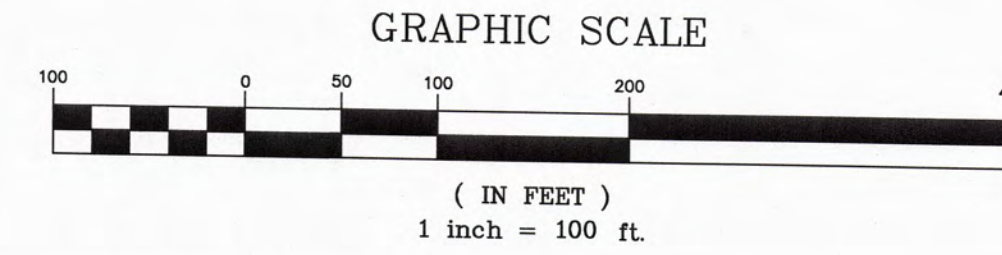
PROJECT  
**LANDS OF CHRISTOPHER T. & SHELLEY M. MASON**  
THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND  
P. 2 - T.M. 23- GRID 18

TITLE  
**MINOR SUBDIVISION**

PROFESSIONAL SEAL  
  
EXPIRES 2-21-2026

**Frank G. Lynch, Jr.**  
& Associates, Inc.  
SURVEYING · LAND PLANNING  
10535 RACETRACK ROAD · BERLIN, MARYLAND 21811  
(410) 641-5353 · 641-5773

DESIGNED BY	N/A	SURVEYED BY	FGLJ/CL	FILE NO.:	12301-23
DRAWN BY	F.G.L. JR.	DATE	3-14-2024	SHEET 2 OF 2	
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 100'	ST#2/C/JOB FILES 2024/12301SPC.DWG	



SEWAGE RESERVE AREA COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
1	244,576.110	1,796,839.668
2	244,567.558	1,796,888.931
3	244,370.505	1,796,854.724
4	244,379.057	1,796,805.460
5	244,461.589	1,796,943.158
6	244,445.519	1,797,041.858
7	244,346.819	1,797,025.787
8	244,362.890	1,796,927.087
9	244,444.838	1,797,096.624
10	244,404.078	1,797,187.939
11	244,312.762	1,797,147.179
12	244,353.523	1,797,055.863
13	244,462.283	1,797,258.741
14	244,455.284	1,797,308.249
15	244,257.253	1,797,280.254
16	244,264.252	1,797,230.746
17	244,548.425	1,797,399.260
18	244,528.166	1,797,444.972
19	244,345.319	1,797,363.936
20	244,365.578	1,797,318.224

P. 41 - T.M. 23  
THADDEUS G. & MELISSA R. BITTNER  
DEED : 7480/412  
PLAT REF. : 62/43  
TAX ID#03-125033  
ZONING : A-1  
USE : AGRIC./RESIDENTIAL

LOT ①  
8.865 ACRES ±  
BUILDING ENVELOPE = 6.87 ACRES  
CURRENT USE : WOODS

LOT ②  
5.526 ACRES ±  
BUILDING ENVELOPE = 3.24 ACRES  
CURRENT USE : WOODS

LOT ③  
4.149 ACRES ±  
BUILDING ENVELOPE = 2.04 ACRES  
CURRENT USE : WOODS

SEE SHEET 1 OF 2 FOR REMAINING PARCEL  
62.41 ACRES ±  
P. 2 - T.M. 23  
CHRISTOPHER T. & SHELLEY M. MASON  
DEED : 8635/287  
TAX ID#03-012921  
ZONING : RP  
USE : AGRICULTURAL  
TOTAL PARCEL = 80.95 ACRES

P. 10 - T.M. 23  
STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES  
DEED : 2906/230  
TAX ID#03-072808  
ZONING : RP  
USE : AGRIC./RESIDENTIAL

P. 110 - T.M. 23  
SYNERGENT ROD AND GUN CLUB INC.  
DEED : 1136/168  
PLAT REF. : 102/24  
TAX ID#03-122913  
ZONING : A-1  
USE : AGRIC./RESIDENTIAL





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)

TO: Weston Young, Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer  
FROM: Lynn Wright, Senior Budget Accountant  
DATE: August 8, 2024  
RE: CDBG Housing Study Grant Agreement

---

The CDBG Housing Study Grant Agreement is attached for approval and signature. The award amount of \$50,000 is to be used to conduct a housing study to assess housing needs for low to moderate income persons in the county.

WES MOORE  
GovernorARUNA MILLER  
Lt. GovernorJACOB R. DAY  
SecretaryJULIA GLANZ  
Deputy Secretary

August 5, 2024

The Honorable Anthony W. Bertino, Jr.  
President  
Board of County Commissioners  
Worcester County  
One W. Market Street  
Snow Hill, MD 21863

Re: Grant Agreements  
Maryland Community Development Block Grant Program  
Grant No.: MD-25-CD-29 Housing Study

Dear President Bertino:

I am pleased to send two originals of your Maryland Community Development Block Grant Agreement, outlining your requirements as a grantee. The Agreement package contains the Grant Payment Procedures, Electronic Funds Transfer Registration Form/Designation of Depository, and signature forms. Please execute Page 9 on both of the Grant Agreements and have the signature witnessed. Once the Agreement is fully executed, you will receive a copy for your records.

Within 10 days of their receipt, return both originals to the State Office for final processing. Once the Agreement is fully executed, you will receive a copy for your records.

Please note the expiration date of the grant which is listed in 6b on Page 3 of the Agreement. Extensions of time beyond this period are granted only in extenuating circumstances. Also, please read carefully the Special Terms and Conditions contained in Exhibit A. The project may not begin before the Environmental Review Record is completed and a Release of Funds is authorized by the State.

We look forward to working with you in successfully implementing your project. If you have any questions about your Grant Agreement, please contact me at 301/429-7519.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Stone", written over a circular stamp.

Cindy Stone  
Director  
Community Development Programs

cc: Lynn Wright, County



**MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

7800 HARKINS RD • LANHAM, MD 20706 • DHCD.MARYLAND.GOV  
301-429-7400 • 1-800-756-0119 • TTY/RELAY 711 or 1-800-735-2258



GRANT NO: MD-25-CD-29

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
GRANT AGREEMENT**

This Maryland Community Development Block Grant Program (CDBG) Grant Agreement (this "Agreement") is entered into as of the date it is executed by DHCD (as defined herein) (the Effective Date) by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland, hereinafter referred to as "DHCD" and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, a political subdivision of the State of Maryland, hereinafter referred to as "Grantee."

WHEREAS, the federal Department of Housing and Urban Development ("HUD") has authorized the State of Maryland (the State) to distribute and administer federal Maryland Community Development Block Grant ("CDBG") funds pursuant to the Housing and Community Development Act of 1974, as amended, for the purpose of preserving and developing viable rural and urban communities by expanding economic opportunities, providing decent housing, and providing necessary supporting public infrastructure;

WHEREAS, the Maryland General Assembly has appropriated federal CDBG funds to DHCD in order to establish and administer the Maryland CDBG Program, which program is more fully described in a certain Consolidated Plan-Action Plan dated SFY25/FFY24 (the "Consolidated Plan") issued by DHCD;

WHEREAS, the Grantee has applied to the State for CDBG funds for the project described in Grantee's application (the "Project") and the Project has been selected for CDBG funding on the basis of the Consolidated Plan.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and the Grantee agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide the Grantee with funds which will enable the Grantee to carry out the Project, the approved scope of work for which is described in the attached Exhibit A. The Project activities are designed to satisfy the CDBG national objective of BENEFIT TO LOW AND MODERATE INCOME PERSONS – HOUSING (the "National Objective").
2. Grant Funds Provided. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, DHCD agrees to provide Grantee with funds in an amount not to exceed \$50,000 (the "CDBG Grant") subject to the terms and conditions set forth in this Agreement and to the availability of federal funds.

3. Authorized Uses of Grant Funds. Grantee agrees to use the CDBG Grant funds only for the Project activities, and in the appropriate location, described in Exhibit A. The Project activities funded by the CDBG Grant must satisfy the National Objective identified in Section 1. Further, any use of the CDBG Grant must be in compliance with applicable local, State, and federal law. The Project and its scope of work may be modified only by an amendment to this Agreement executed by DHCD and the Grantee.

4. Expenditure of Grant Funds.

a. The Grantee shall use the CDBG Grant funds only in accordance with the Project budget outlined in Exhibit B (the "Project Budget"), and shall not expend more than the amount allocated for any category in the Project Budget without the prior written consent of DHCD. However, the Grantee is permitted to make minor transfers between approved line items in the Project Budget of the CDBG Grant Agreement of up to 10% total without the prior written consent of DHCD with one exception. Grantees are not permitted to transfer funds to increase the Project Administrative line item without written approval of their Project Manager.

b. If the application was submitted on behalf of an eligible Subrecipient, Developer or Business (Determined in Exhibit A), the Grantee shall either distribute the CDBG funds to them to implement the Project or the Grantee may implement the Project on their behalf.

c. Grantee may not incur any costs of the Project to be charged against the CDBG Grant funds before the effective date of this Agreement, as defined in Section 20, without the prior written consent of DHCD. All costs incurred by the Grantee before the effective date of this Agreement and before approval by DHCD of the release of CDBG Grant funds, are incurred voluntarily, at the Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the CDBG Grant funds shall be governed by the provisions of this Agreement.

d. If, upon completion of the Project, there are cost savings, such amounts shall revert to DHCD and other funding sources unless DHCD has determined in writing that the Grantee may retain a portion of the savings. Unless superseded by other federal program requirements, DHCD's determination of whether to permit Grantee's retention of a portion of the cost savings will be based upon the relative proportion of investment in the Project by the Grantee, DHCD and other parties providing funding.

5. Compliance with Certain Federal Requirements.

a. The Grantee shall undertake the Project in accordance with regulations adopted by HUD contained in 24 CFR Part 570 governing the CDBG Program, a copy of which previously has been or will be provided to Grantee, the regulations set forth in 53 FR 22569 (June 16, 1988) related to Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries, a copy of which previously has been or will be provided to Grantee, and all directives, policies, and procedures as adopted from time to time by HUD.

b. The Grantee also agrees to be bound by the certifications and covenants set forth in Exhibit E and, if applicable, Exhibits E-1 and E-2.

c. The Grantee shall conduct and administer the CDBG Grant in conformity with Title VI of the Civil Rights Act of 1964, 42 USC §§2000d et seq and the Fair Housing Act, 42 USC §§3601-20, in addition to other regulations identified in Exhibit E.

d. The Grantee hereby certifies that it has or will adopt, within a reasonable time after the date of this Agreement, and enforce a policy, satisfactory to the Department that prohibits the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

6. Project Commencement and Completion; Changes.

a. As of the Effective Date of this Agreement, the Grantee shall commence the Project activities described in Exhibit A unless any special condition set forth in Exhibit A requires that Grantee undertake additional action before proceeding with a certain activity. In such instances the Grantee shall initiate action in order to satisfy the special condition upon the execution of this Agreement.

b. The Grantee shall expend all CDBG Grant funds for the Project activities on or before **January 31, 2026** ("Grant Period"), in accordance with the Project Implementation Schedule set forth in Exhibit C. In the event that a time extension is necessary, the request must be submitted in writing by the chief elected official a minimum of 60 days before the end of the Grant Period.

c. In the following instances, it shall be necessary for DHCD and Grantee to execute an amendment of this Agreement in accordance with Section 16:

(i) Grantee is proposing the addition or deletion of a Project activity or the alteration of existing approved Project activities;

(ii) Grantee is proposing that the Project activities be directed to an area other than the approved Project location specified in Exhibit A;

(iii) Grantee is proposing an extension of the Grant Period set forth in Section 6(b) of this Agreement; or

(iv) Grantee is proposing a budget revision resulting in a transfer in the Project Budget (Exhibit B) of more than 10% of the CDBG Grant between identified CDBG funded activities.

d. The Grantee shall ensure that all necessary approvals for the commencement of Project activities have been obtained including all applicable permits and licenses.

e. The Grantee shall endeavor to obtain all certifications, licenses, permits and approvals, and shall otherwise endeavor to satisfy all requirements necessary to operate the Project.

7. Progress of the Project. If the Project is not progressing in a manner satisfactory to DHCD, or the Grantee has violated a provision of this Agreement, prior to declaring a default, DHCD may require the Grantee and/or any Subrecipient, Developer or Business to accept technical assistance DHCD feels is necessary for the Project to proceed in a manner acceptable to DHCD.

8. Disbursement of Grant Funds.

a. After the Effective Date of this Agreement as defined in Section 20(a), submission of any reports required prior to disbursement as set forth in Exhibit D, and upon the satisfaction of any special conditions to the disbursement of CDBG Grant funds contained in Exhibit A, DHCD will disburse CDBG Grant funds to the Grantee upon DHCD's approval of a properly completed request for payment form signed by two authorized representatives of the Grantee.

b. Requests for payment may seek funds to pay for projected costs anticipated to be incurred as well as costs actually incurred. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for payment.

c. Payment procedures are explained in Exhibit F (Maryland CDBG Grant Payment Procedures), the CDBG Guidebook, and the CDBG Monitoring Handbook which has been or will be provided to the Grantee. Information found in Exhibit F will always contain the most current information and instructions to be used by a Grantee.

d. DHCD has the right to withhold disbursement of CDBG Grant funds if at any time DHCD has cause to determine that the Grantee is not performing or completing the Project in accordance with the terms of this Agreement.

e. In the event that the Grantee has an approved Program Income Re-Use Plan and receives "Program Income" from previously funded CDBG Grants prior to the expiration of the grant agreement, those funds must be expended on Grant activities prior to the Grantee requesting additional funding from DHCD. "Program Income" means any income derived from the use of CDBG funds.

9. Records and Reports.

a. Grantee shall maintain accurate financial and management records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of CDBG Grant funds and administration of the Project. Grantee shall make these records, administrative offices and personnel, whether full-time, part-time consultants or volunteers, available to DHCD upon request. The Grantee shall retain said records for 5 years after the closeout date of the State's grant by HUD.

During the term of this Agreement as defined in Section 21, DHCD will monitor the Project to ensure that it is being undertaken or has been completed in accordance with the terms of this Agreement. In addition, the Grantee shall monitor the Project in accordance with the requirements of DHCD and all applicable federal and State requirements.

b. Grantee shall provide DHCD with the records, reports and other documentation outlined in Exhibits A and D, the CDBG Guidebook, the CDBG Monitoring Handbook, and any additional reports as may be required by DHCD.

10. Default and Remedies.

a. A default shall consist of the breach of any of Grantee's covenants, agreements or certifications in this Agreement, including failure to satisfy the National Objective, or the expenditure of CDBG Grant funds for any use other than for the purposes itemized in the Project Budget shown in Exhibit B or in an unauthorized manner.

b. Upon the occurrence of any default, DHCD shall have the right to terminate this Agreement by written notice to the Grantee. Grantee shall have 30 days from the date DHCD's notice was postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may at its option immediately terminate this Agreement. In the event of termination by DHCD:

(i) The Grantee's authority to request a disbursement shall cease and the Grantee shall have no right, title or interest in or to any of the CDBG Grant funds not disbursed;

(ii) DHCD may demand repayment from the Grantee of any amounts DHCD determines were not expended in accordance with this Agreement; and

c. In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

11. Indemnification. Grantee releases DHCD from, agrees that DHCD shall not have any liability for, and agrees to protect, indemnify and save harmless DHCD from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorney's fees, incurred by or asserted or imposed against DHCD as a result of or in connection with the Project. All money expended by DHCD as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Grantee to DHCD.

12. Conflicts of Interest. Except for approved eligible administrative and personnel costs shown in the Project Budget, none of the Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Project, and no other public official of the Grantee or such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project at any time during or after such person's tenure.

13. Applicability to Subrecipients, Developers, Businesses, Contractors and Borrowers. Where performance of the Project is to be carried out by any subrecipient, developer, business, contractor or borrower of the Grantee, the provisions of this Agreement shall be made binding on such subrecipient, developer, contractor or borrower by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and any subrecipient, developer, business, contractor or borrower, which shall include, among other things, the certifications set forth in Exhibit E-2 where the amount a subrecipient, business, contractor or borrower receives exceeds \$100,000. Where the term "Grantee" appears in this Agreement it shall be interpreted to include any subrecipient, developer, business, contractor or borrower of the Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement and for any resolution of findings, concerns or issues including those resulting in repayment.

14. Use of CDBG Grant to Make Loans. Where all or any portion of the CDBG Grant funds are used to make loans to eligible recipients, if this Agreement is terminated, or if there is a finding by DHCD of deficient performance or inadequate management capacity of the Grantee, DHCD shall have the right to require that any recipient of a loan which is comprised of proceeds of the CDBG Grant shall make all remaining principal and interest payments directly to the DHCD and that DHCD shall be entitled to all rights and remedies under any loan documents between the Grantee and a loan recipient. Grantee shall endeavor to include in all loan documents adequate provisions which permit DHCD to take the action described in this Section 14, unless otherwise agreed upon by DHCD. Such provisions shall be subject to the prior approval of DHCD.

15. Program Director; Notices.

a. The Program Director of the Maryland CDBG Program shall serve as the representative of DHCD for this Agreement.

b. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(i) Communications to DHCD shall be mailed to:

**CDBG Program Director  
Division of Neighborhood Revitalization  
Department of Housing and Community Development  
7800 Harkins Road  
Lanham, MD 20706**

(ii) Communications to Grantee shall be mailed to the Chief Elected Official and to:

**Lynn Wright  
Senior Budget Accountant  
Worcester County  
One West Market Street  
Snow Hill, MD 21863**



16. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and the Grantee.

17. Assignment. This Agreement may not be assigned without the prior written approval of DHCD.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the CDBG Grant funds.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

20. Effective Date of Agreement and Date Upon Which Costs May Be Incurred.

a. Two original copies of this Agreement shall be presented to Grantee for acceptance and execution. After execution by Grantee, they will be executed and dated by DHCD. The effective date of this Agreement will be the date of DHCD's execution.

b. *No costs may be incurred until after the grantee has successfully completed an Environmental Review Record (ERR) and received a Release of Funds. This applies to both CDBG and non-CDBG funds.*

21. Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and DHCD, this Agreement shall remain in effect until Grantee's Project has been completed, the national objective has been met, the final amounts of the CDBG Grant have been disbursed, all reports and records due by the Grantee to DHCD have been submitted and approved by DHCD, the Project has been monitored and all findings, concerns and/or issues have been successfully resolved, and DHCD has issued an official letter closing the grant.

22. Further Assurances and Corrective Instruments. The Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment hereto and such further instruments as may be required by DHCD or HUD to comply with any existing or future State or federal regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

23. Delay Does Not Constitute Waiver. No failure or delay of DHCD to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude DHCD from exercising any such default or preclude DHCD from exercising any such right, power or remedy at any later time or times.

24. Lien. During the CDBG Term of Use as stipulated in Exhibit A, Grantee shall not, and shall not allow any subrecipient, developer, or business to (a) create, incur, assume or suffer to

## ITEM 4

exist any mortgage, pledge, security interest, encumbrance, lien, charge, conditional sale or other title retention agreement, or lien of any kind on property or improvements (or any part thereof or income therefrom) acquired or constructed/renovated with CDBG funds; or (b) make, create, permit or consent to any conveyance, sale, assignment or transfer of the property or improvements (or any part thereof) acquired or constructed/renovated with CDBG funds.

[Remainder of page intentionally left blank]

Witness our hands and seals.

ATTEST

**COUNTY COMMISSIONERS  
OF WORCESTER COUNTY**

\_\_\_\_\_  
(Typed Name and Title)

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

WITNESS:

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT**  
A principal department of the State  
of Maryland

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Jacob R. Day  
Secretary

EFFECTIVE DATE: \_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Assistant Attorney General

- Exhibit A: Scope of Services and Special Terms and Conditions
- Exhibit B: Project Budget
- Exhibit C: Project Implementation Schedule
- Exhibit D: Grant Reporting Schedule and Monitoring Documentation Requirements
- Exhibit E: General Certification
- Exhibit E-1: Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries
- Exhibit E-2: Certification for Grants in Excess of \$100,000
- Exhibit F: Grant Payment Procedures
- Exhibit G: Federal Award Information

## EXHIBIT A

## MARYLAND CDBG SFY 25 PROJECT SCOPE OF SERVICES

as more fully described in Grantee's application for CDBG funds dated June 10, 2024.

GRANTEE: COUNTY COMMISSIONERS OF WORCESTER COUNTY

PROJECT NAME  
AND LOCATION: HOUSING STUDY  
Countywide, Worcester County

PROJECT  
DESCRIPTION: Funds will be used to conduct a housing study to assess housing needs for low and moderate income persons.

NATIONAL  
OBJECTIVE: Benefit to Low and Moderate Income Persons – Housing

ESTIMATED NUMBER  
BENEFICIARIES: To be determined

NUMBER LMI  
BENEFICIARIES: To be determined

% OF LMI  
BENEFICIARIES: To be determined

## SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. **Records to be Maintained for National Objective of Benefit to Low and Moderate Persons Through Housing Activities:**

For this study, the Grantee is not required to provide specific information as to the households served as no direct benefit will result from this grant.

2. **Audit**

If the Grantee spends more than \$750,000 of any federal funds in a fiscal year, the Grantee must obtain the services of an independent, certified public accountant to perform an organizational-

wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year.

3. **Conflict of Interest Policy**

The Grantee must provide a copy of their Conflict of Interest Policy for review. If it is not found to be sufficient with standards found in 2 CFR Part 200, 24 CFR Part 570.489 and COMAR, the Grantee will be advised as to deficiencies and recommended changes.

4. **Debarment**

The Grantee must complete debarment checks on all non-construction contractors hired and paid with CDBG funds. Please retain completed forms in project files.

5. **Environmental Review**

The project funded with this grant is EXEMPT under the National Environmental Policy Act. The Grantee must complete the necessary action steps and submit a Request for Release of Funds to the CDBG Environmental Officer. The Grantee is reminded that no project costs (CDBG or other) can be incurred for the project prior to the receipt of a Release of Funds.

6. **Financial Penalty - Environmental**

The Environmental Review and Request for Release of Funds must be submitted for approval by DHCD within 75 days of the grant award date. Failure to do so will result in a 2% financial penalty of the grant award. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. The exception shall be for projects with issues identified through screening letters where the CDBG Environmental Officer has been notified in writing. Further delay in completing the Environmental Review and obtaining a Release of Funds could result in the termination of the grant.

7. **Financial Penalty – Minimum Draw Requirement**

The Grantee must request payment of a minimum of 5% of grant funds within 180 days of the grant award date. Failure to do so will result in a 2% penalty of the grant award each month until funds are drawn. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. Exceptions to this policy will be considered on a case by case basis if the grantee submits an exception request in writing to the Program Director at least two weeks prior to the due date.

8. **Procurement Policies**

The Grantee is to comply with the procurement processes identified in the *CDBG Financial and Procurement Manual*.

9. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

10. **Required Plans**

The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant.

**11. Required Second Public Hearing**

Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing.

**12. VAWA Compliance**

The Grantee must comply with the Violence Against Women Act Reauthorization Act of 2022 (VAWA) which requires CDBG grantees to support an individual's right to seek law enforcement or emergency assistance. Under the "Right to Report Crime and Emergencies from One's Home," CDBG grantees are to:

- report on the existence of laws or policies they have adopted that impose penalties based on requests for law enforcement or emergency assistance or based on criminal activity that occurred at a covered property; and
- certify that they are in compliance or describe the steps necessary to remedy laws and policies that may be non-compliant.

Additional guidance will be provided.

## EXHIBIT B

## MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

ACTIVITY	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
1. Property Acquisition/Disposition				
2. Demolition/Clearance				
3. Relocation Assistance				
4. Housing Rehabilitation				
5. Public Services				
6. Public Facility				
7. Planning – Housing Study	\$50,000	\$0	\$50,000	
A. Project Administration	\$0	\$2,000	\$2,000	County
8. General Administration				
TOTAL PROJECT COSTS	\$50,000	\$2,000	\$52,000	

**EXHIBIT C**

**MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE**

Grant Approval Date:	July 11, 2024
Environmental Review:	To be completed and Release of Funds issued by September 24, 2024
Bidding/ Selection:	To be completed by October 2024
Housing Study:	On-going through completion
180 Day Expenditure Deadline:	A minimum of 5% of grant funds must be expended by January 7, 2025
Grant End Date:	January 31, 2026



**EXHIBIT D****CDBG GRANT REPORTING SCHEDULE  
AND MONITORING DOCUMENTATION REQUIREMENTS**

Reports and documents shall be submitted to the address shown in Section 16(b)(i) of the Agreement. Reports shall be submitted on any applicable forms provided by DHCD and contain any information specifically requested by the CDBG Program Director.

TYPE OF REPORT	DUE DATE
Request for Release of Funds and Certification of Environmental Review Procedures	Due within 75 days of grant award to Environmental Officer prior to incurring any project costs and commencement of activities
Notice of contract award pre-construction minutes, and date of construction start	To Labor Standards Officer within 14 days after each event
Semi-Annual Status Report	Due January 10 and July 10 for the preceding six months
Annual Single Audit Report	To Program Director within 9 months of the end of the grantee's fiscal year if applicable
Grantee Labor Standards Compliance Payroll Submission Form	To Project Manager within 2 weeks of receipt of first payrolls for each construction contract that includes Labor Standards
Section 3 Final Report Form	To Project Manager upon completion of construction activities

Documents to be in local files and available for review during grant monitoring includes but is not limited to:

- Citizen Participation Plan
- Residential Anti-Displacement and Relocation Assistance Plan
- Conflict of Interest Policy
- Personnel Policies
- Fair Housing and Equal Opportunity Plan
- Minority Business Plan
- Section 504 Self Evaluation

Additional documentation is identified in Exhibit A of the grant agreement, the CDBG Guidebook and the CDBG Monitoring Handbook which are provided to grantees.

## EXHIBIT E

### GENERAL CERTIFICATION

The Grantee certifies and agrees that:

- (1) The grant will be administered in accordance with the CDBG Citizen Participation Plan which was adopted by the elected officials of the jurisdiction prior to submission of an application for funding.
- (2) Its chief executive officer or other officer of applicant approved by the Department of Housing and Community Development:
  - (a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1, which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Maryland Community Development Block Grant Program; and
  - (b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (3) It will comply with the regulations, policies, guidelines and requirements found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as they relate to the application, acceptance, and use of Federal funds under this Part.
- (4) It will comply with:
  - (a) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;
  - (b) The provisions of the Davis-Bacon Act (40 U.S.C. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
  - (c) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-333, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
  - (d) Federal Fair Labor Standards Act of 1938, 29 U.S.C. 201 et seq, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- (5) Assessment Provision

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than CDBG funds; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received from CDBG Program to comply with the requirements of clause (i).

- (6) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR Part 200,
- (7) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the Requirements of the Americans With Disabilities Act. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (8) It will comply with the following fair housing and equal opportunity regulations and requirements:
  - (a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1);
  - (b) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended;
  - (c) Section 106 (d)(5)(B) of Title I of the Housing and Community Development Act of 1974, as amended;
  - (d) Executive Order 11259;
  - (e) Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601);
  - (f) Executive Order 11063 on equal opportunity;
  - (g) Executive Order 11246, as amended by Executive Order 13672;
  - (h) The Fair Housing Amendment Act of 1988;
  - (i) The Housing for Older Persons Act of 1995;
  - (j) The Age Discrimination Act of 1975;
  - (k) Section 504 of the Rehabilitation Act of 1973;
  - (l) The Americans with Disabilities Act of 1990;
  - (m) The Equal Employment Opportunity Act;
  - (n) The Immigration Reform and Control Act of 1986; and
  - (o) The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002);
- (9) It will, to the greatest extent feasible, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, for construction projects in excess of \$200,000.
- (10) It will minimize displacement of persons and provide for services and benefits to any person or business involuntarily and permanently displaced as a result of activities associated with program funds as outlined in the CDBG Residential Anti-Displacement and Relocation Assistance Plan which was adopted by the elected officials of the jurisdiction prior to submission of the application.
- (11) It will, in the event that displacement occurs as a part of a CDBG funded project, comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and HUD implementing instructions at 24 CFR Part 42.
- (12) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (13) It will comply with the provisions of the Hatch Act of 1939 which limits the political activity of employees.
- (14) It will give State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, paper, or documents related to the grant.
- (15) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communications from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

## ITEM 4

- (16) It will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any areas, that has been identified by the Federal Emergency Management Agency as being in a floodplain or in an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (17) It will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1974 (16 U.S.C. 469-1, et seq.).
- (18) It will comply with:
- (a) The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) and 24 CFR Part 58;
  - (b) Executive Order 11988, Floodplain Management;
  - (c) Executive Order 11990, Protection of Wetlands;
  - (d) The Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
  - (e) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
  - (f) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
  - (g) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300(f) et seq.);
  - (h) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
  - (i) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);
  - (j) The Clean Water Act of 1977, (Public Law 95-217); and
  - (k) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.).
- (19) It will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended (Title X of the Housing and Community Development Act of 1992) and the EPA's Lead-Based Paint Renovation, Repair and Painting Rule when rehabilitating houses or buildings for residential use.
- (20) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.
- (21) It will comply with the requirements of the Build America, Buy America Act which was included in the federal Infrastructure Investment and Jobs Act which was signed into law on November 15, 2021.
- (22) It will comply with the requirements of the Right to Report Crime and Emergencies from One's Home which was included in the Violence Against Women Act Reauthorization Act of 2022.

Revised 7/24

## EXHIBIT E-1

**RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS  
AND  
SUBCONTRACTS TO FOREIGN COUNTRIES**

If the Project constitutes a Public Building or Public Work Project, as those terms are defined in this Exhibit E-1, and pursuant to Section 109 of Public Law 100-202, the Joint Resolution making Further Continuing Appropriations in Fiscal Year 1988 (the "Appropriations Act"). Grantee hereby covenants and agrees as follows:

1. It shall not enter into any contract with a contractor or subcontractor of a country listed by the United States Trade Representatives (the "USTR") in the Federal Register on December 30, 1987, 53 FR 49255, for the construction, alteration, or repair of any Public Building or Public Work Project or any contract for architectural, engineering or other service directly related to the preparation for or performance of the construction, alteration, or repair of any Public Building or Public Work Project in the United States or possession of the United States.
2. Grantee shall not use any product in the construction, alteration or repair of any Public Building or Public Work Project in the United States, including permanently affixed equipment, instruments, utilities, electronic and other devices, but not including vehicles or construction equipment, if more than 50% of the total cost of the product is allocable to production or manufacture in a country listed by USTR.
3. A "Public Building" means a building for which construction, completion, rehabilitation or repair is carried on directly by authority of United States Department of Housing and Urban Development ("HUD") where the building is or will be publicly owned or operated and is intended to serve the interest of the general public.
4. A "Public Work Project" means construction activity, including construction, completing rehabilitation or repair of publicly owned or operated improvements such as bridges, dams, parks, streets, sidewalks, curbs, gutters, parking facilities, tunnels, sewers, mains, powerlines, pumping stations, airports, terminals, docks, piers, wharves, ways, levees, canals, dredging, shoring, rehabilitation or reactivation of public buildings, excavating, clearing, and landscaping, where the work performed is for an improvement intended to serve the interest of the general public. For the purposes of this definition, construction activity does not include manufacturing, furnishing of material, or servicing and maintenance work.
5. The Grantee shall include the following provisions in any material it uses to solicit bids or request proposals related to the construction, alteration or repair of the Project:

(a) Definitions.

"Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

- (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

- (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the Public Works Project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- (b) Certification. Except as provided in paragraph (c) of this provision, by submission of its bid or proposal, the offeror certifies that it:
  - (1) Is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (h) of this provision);
  - (2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and
  - (3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- (c) Inability to certify. An offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- (d) Applicability of 18 U.S.C. 1001. The certification in paragraph (b) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S.C. 1001.
- (e) Notice. The offeror shall provide immediate written notice to the Contracting Officer if, at any time before the contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (f) Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a offeror:
- (1) Who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR;
  - (2) Whose subcontractors are owned or controlled by citizens or nationals of a foreign country on the USTR list; or
  - (3) Who incorporates any product of a foreign country on the USTR list in the public works project.
- (g) Recordkeeping. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (b) of this provision. The knowledge and information of an offer or is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (h) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add countries to the list, and remove countries from it, in accordance with Section 109(c) of Publication L. 100-202."
6. The Grantee shall include the following provisions in any contract for the construction, alteration or repair of the Project:
- (a) Definitions.
- "Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.
- "Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
- (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
  - (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
  - (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
  - (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
  - (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee, will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in Section 109(c) of Pub. L 100-202.

- (b) Certification. The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such contractor has knowledge that the certification is erroneous.
- (c) Subcontracts. The contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (c) shall also be incorporated in all subcontracts.



**Exhibit E-2****FOR CDBG GRANTS IN EXCESS OF \$100,000**

The Grantee certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the agreements between the Grantee and a subrecipient, contractor, or borrower where the amount a subrecipient, contractor, or borrower receives exceeds \$100,000 and the subrecipient, contractor, or borrower shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## EXHIBIT F

## GRANT PAYMENT PROCEDURES

PART I. INTRODUCTION

1. PURPOSE - The Grant Payment procedures outlined herein are designed to expedite the transfer of Maryland Community Development Block Grant (CDBG) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved Grantee.
2. OUTLINE OF SYSTEM - The following is an outline of the procedures necessary to process a CDBG grant payment request under the State of Maryland's CDBG Program.
  - a. The State of Maryland makes a determination that a local government will receive funds from the Maryland CDBG Program and announces the award. The Maryland CDBG Program in the Division of Neighborhood Revitalization of DHCD sends the local government two copies of the Grant Agreement, which includes Grant Payment Procedures (Exhibit F), State of Maryland ACH Form/Direct Deposit Authorization for Vendor Payments Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).
  - b. The Grantee executes both of the Grant Agreements which includes required grant payment procedures and forms. The grant agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Road, Lanham, MD 20706. The grant agreement should be sent back immediately upon signing but the required grant payment forms (Exhibits 1 & 2) can be signed and returned at a later date if need be. The forms must be submitted prior to first request for payment. *NOTE: The legal name of the Grantee should appear on all forms and accounts as it is listed in the CDBG Grant Agreement.*
  - c. The Maryland CDBG Program approves the completed forms and the Grantee's account in the amount of its CDBG award is established in the State's STARS financial management system.
  - d. The Maryland CDBG Program furnishes the grantee a copy of Request for Payment Form (Exhibit 3).
  - e. Following the effective date of the Grant Agreement and the completion of the Environmental Review Record which results in the Grantee receiving a completed Notice of Release of Funds Form (Exhibit 4), the Grantee may request funds by submitting a completed Request for Payment Form (Exhibit 3) and the Expenditure Tracking Form (Exhibit 3A) to the Maryland CDBG Program in order to meet the Grantees' current cash disbursement needs.
  - f. The Maryland CDBG Program will review Grantee's Request for Payment to:
    - verify authorized signatures;
    - verify mathematical computations;
    - for appropriate activities, verify that the environmental clearance has been obtained and the Release of Funds has been issued;
    - verify that sufficient grant funds are available;
    - verify that request will not exceed amount budgeted for the appropriate project activity;
    - determine that other applicable special conditions have been met; and
    - verify that the assigned CDBG Project Manager has not put a hold on grant payments.
  - g. The Maryland CDBG Program then forwards approved Requests for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.

- h. The State Treasurer's Office disburses the grant payment and electronically transfers funds directly to the Grantee's designated depository for credit to its account.

## PART II. POLICY

1. Grant payments cannot be made for any grant until the following actions occur: (a) the Grant Agreement is executed by all parties; (b) the CDBG Program receives and approves the Grantee's certification of completion of the environmental review process; (c) the CDBG Program removes grant conditions and issues a release of funds and (d) the CDBG Program has determined that all other possible conditions have been met.
2. The Request for Payment form (Exhibit 3) must be accurately completed or it will not be processed. If there are questions, please contact your CDBG Project Manager prior to submitting the request.
3. It can take up to thirty days to receive the CDBG grant funds once the request is submitted. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form (Exhibit 3) by the Maryland CDBG Program and DHCD Finance Division.
4. A Grantee may request a payment from DHCD as often as needed. With the exception of the final payment, the minimum amount that may be requested is \$5,000.
5. The Grantee will indicate on the Request for Payment (Exhibit 3) as to whether it is using an "advance" or "reimbursement" system. The Grantee should attempt to use the same system throughout grant implementation.

ADVANCE SYSTEM - An advance is a payment made to a Grantee upon its request before cash outlays are made by the Grantee. The Grantee is required to establish a separate, non-interest bearing depository account in a financial institution insured by FDIC or FSLIC. When funds are received in the Grantee's primary bank account, they must be moved to this separate account. Funds must be expended within five business days from the date received in the Grantee's primary bank account via the wire transfer.

REIMBURSEMENT SYSTEM - A reimbursement is a payment made to a grantee upon request after cash outlays have been made by the Grantee.

6. A Grantee that invoices on a reimbursement basis exclusively may earn interest on its depository account.
7. In the event that interest is earned on CDBG monies requested on an advance basis, they will be collected by the Maryland CDBG Program and returned to the U.S. Treasury.
8. A Grantee that submits a request for payment on an advanced basis may keep up to \$5,000 on-hand. Additional requests should be in an amount to meet current disbursement needs (defined as the funds to be expended within five working days of receipt). Grantees that request payment on a reimbursement basis are not subject to the five working day rule. All grant funds must be expended from grantee's account by the grant end date and any funds remaining on-hand will be recaptured.
9. Grantees that have approved CDBG Program Income Re-Use Plans for previous awards may receive Program Income. If the Program Income is received from an older grant for an activity such as housing rehabilitation, it is to be used before the Grantee can request grant funds from a current award for housing rehabilitation. The use of Program Income is to be reported in the Semi-Annual report for the current award. IF Program Income is received as a result of previous awards without Re-Use Plans or if they no longer operate the activities that had been approved, the Grantee is to contact their Program Manager to discuss further.

## PART III. GRANTEE REQUIREMENTS

1. DESIGNATION OF DEPOSITORY - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the Grantee for credit to the Grantee's bank account.

The Grantee shall complete the State of Maryland ACH/Direct Deposit Authorization for Vendor Payments Form (ACH Form). If the ACH Form has been previously submitted and is current, please provide DHCD with a copy of it or complete Exhibit 1 with the most current information. If changes are required by the Grantee, follow the directions on the ACH Form and provide a copy to DHCD of the ACH Form sent to the Comptroller's Office.

After the forms are completed by the Grantee, they are to be sent to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. The Grantee shall retain a copy for your file.

The Grantee shall execute a new ACH/Direct Deposit Authorization for Vendor Payments Form whenever changes in the depository are made. A copy must always be sent to DHCD.

2. AUTHORIZED SIGNATURE FORM - The form for Authorized Signatures for Request for Payment on CDBG Account (Exhibit 2), must contain signatures identical to the typed names of the individuals authorized by the Grantee to co-sign the Request for Payment. At least two persons must be identified but it is strongly recommended that the Grantee identify at least four persons. The written and typed names must be identical on each form. The Grantee shall submit an original form to the Maryland CDBG Program at the address listed above and retain one set for local files. The person certifying the authorized signatures can not be listed as an authorized signature.

When the Grantee submits a Request for Payment, the Maryland CDBG Program will accept only the signatures of persons named on the current signature form on file. New signature forms are to be submitted whenever there is a change, including additions or deletions, of the persons authorized to sign a Request for Payment. A change in the title or position of a person so authorized does not require another signature form if the person's authority to sign a Request for Payment remains unchanged.

3. REQUEST FOR PAYMENT FORM - The Grantee shall execute one original of Request for Payment Form (Exhibit 3) each time it is determined that funds are required to meet current or anticipated disbursement needs.

The executed original form shall be mailed to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. A copy is to be retained by the Grantee for its records.

4. EXPENDITURE FORM - The Grantee is required to submit form Exhibit 3A - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the CDBG funds unless requested by the Project Manager. Note that specific vendors who were paid or will be paid with CDBG funds are to be identified. The Grantee is not to identify themselves or the subrecipient, developer or business as a vendor.

5. EXPENDITURE TRACKING FORM - LOCAL USE - The Grantee is required to use and maintain form Exhibit 3B - Expenditure Tracking Form - Local Use. The purpose of this form, when completed, will assist the State in monitoring the grant and to assist the Grantee with tracking expenditures.

Revised: 12/21

**EXHIBIT 1**

**ITEM 4**

**Type of authorization** (select one only):

☐ **NEW:** Enter all banking information requested below and submit this form. *(Complete lines 1-12 and 16-22)*

*Note: Student refunds, Lottery payments, DORS payments, Renters tax credits, and Restitution payments are NOT eligible for ACH.*

☐ **CHANGE:** Complete this form by entering changes to the financial institution, account number, or type of account; and submit the completed form. Do not close your old bank account until electronic payments are received in your new account. *(Complete all lines)*

☐ **CANCELLATION (Revocation):** You may cancel (revoke) your prior Authorization by checking this box and completing and submitting this form. *(Complete lines 1-7, 13-15 and 17-22)*

**Please complete all sections of this Enrollment Form and attach either a voided check OR a letter signed by your bank representative, confirming account name, account number, and ABA routing number for ACH payments. Starter checks or counter checks are NOT acceptable. Online credit cards are NOT eligible for ACH transfer.**

Send completed form and documentation to: State of Maryland, Comptroller of Maryland, ACH Registration, General Accounting Division, Room 205, P.O. Box 746, Annapolis, Maryland 21404-0746 or fax the form to 410-974-2309. If you have any questions, contact the General Accounting Division at 410-260-7375 or toll free at 888-784-0144.

Please type or print legibly. <b>PAYEE INFORMATION</b>		The number below is: <input type="checkbox"/> Social Security No.(SSN) <input type="checkbox"/> Federal Employer No.(FEIN)	
1. Payee Name		2. SSN or FEIN	
3. Mailing Address		4. City, State, ZIP Code	
5. E-mail address			
6. Contact Name and Title		7. Daytime Telephone Number	
<b>NEW – Complete 8-12</b>		<b>OLD BANK ACCOUNT INFORMATION – Complete 13-15</b>	
8. Financial Institution Name		13. Financial Institution Name	
9. ABA/Routing Number		14. ABA/Routing Number	
10. Account Number		15. Account Number for Deposit of Electronic Funds Transfer	
11. Account Type (Select one only) <input type="checkbox"/> Checking <input type="checkbox"/> Savings			
12. Financial Institution Telephone Number			

**16. Level of Detail on Bank Statement Requested** (select one only):

☐ Standard format – CCD+ (**DEFAULT**)    ☐ Detailed format - CTX\* (multiple detail lines)    ☐ Detailed format - EDI\* (full detail)  
**Example: “State of Maryland”                      “State of Maryland and Invoice Information”                      “State of Maryland and Invoice Information”**

*\*Note: You must contact your bank to receive these detailed formats. There may be a charge to you by your bank for detailed formats.*

I hereby certify that I am authorized to make the representations contained in this paragraph. I authorize the Comptroller and the Treasurer of Maryland to register the payee for automated clearing house (ACH) using the information contained in this registration form. I agree to receive all vendor payments from the State of Maryland by electronic funds transfer according to the terms of the ACH program. I agree to return to the State of Maryland any ACH payment incorrectly disbursed by the State of Maryland. I agree to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

17. Print or Type Name of Payee or Payee’s Authorized Signatory	18. Title of Authorized Signatory
19. Signature of Payee or Payee’s Authorized Signatory	20. Date
21. Signature of Secondary Signatory(s) – if applicable	22. Date

**ADMINISTRATIVE USE ONLY**

GAD Input By: \_\_\_\_\_  
GAD Reviewed By: \_\_\_\_\_

STO Input By: \_\_\_\_\_  
STO Reviewed By: \_\_\_\_\_

COT/GAD X-10 (Rev 4/15)

**Purpose:**

To provide information to the State of Maryland for ACH/Direct Deposit.

**Who will use the form?**

Vendors that are required to have payments made via ACH/Direct Deposit or other vendors requesting payments via ACH/Direct Deposit.

**Routing and General Instructions:**

Complete and send the form and documentation to Vendor Services in the General Accounting Division. Please retain a copy of the form for your records.

**Submit to:**

ACH Registration, General Accounting Division  
Room 205, P.O. Box 746  
Annapolis, Maryland 21404-0746  
(or) Fax to 410-974-2309

**Processing:**

Allow 30 days from the date of your request for the Comptroller's/Treasurer's office to process your request. Payments will be processed according to payment terms.

**Questions:** Email to [GAD@comp.state.md.us](mailto:GAD@comp.state.md.us), call 410-260-7375 or toll free at 888-784-0144.

## MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Comptroller of Maryland

## State of Maryland ACH/Direct Deposit Information

Please complete this information if unable to provide a copy of most recent ACH form.

**Grantee Information**

(Grantee must use legal name as listed in CDBG Grant Agreement)

Date: \_\_\_\_\_

Grantee Identification Information (Address to be used in case of default to check):

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Taxpayer Federal Employer Identification Number: \_\_\_\_\_

Contact information: name, title, email and phone number including area code:

\_\_\_\_\_  
\_\_\_\_\_

**Depository Bank or Credit Union Information**

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

Contact Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

ABA (routing) number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Account Type: ☐ Checking ☐ Saving

Format Desired, Check one:

☐ CCD+ (gives Standard description line: "State of Maryland")

☐ CTX\* (multiple detail lines) ☐ EDI\* (full detail)

\* Note- There may be a charge to you by your bank with this format. You must contact your bank to receive this format.

The information on this form is the most recent information sent to the Comptroller and the Treasurer of Maryland registered for electronic funds transfer. Grantee agrees to return to the State of Maryland any payment incorrectly disbursed by the State of Maryland to the Grantee's account. Grantee agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

Signature and title of chief elected official, controller or chief financial officer and date.

12/21

## EXHIBIT 2

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AUTHORIZED SIGNATURES FOR CDBG REQUESTS FOR PAYMENT**

**1. Name and Address of Grantee:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Grant Agreement Number:** \_\_\_\_\_

**3. The individuals named below are authorized to sign Requests for Payment:**

TYPE NAME	TITLE	SIGNATURE EXACTLY AS IT APPEARS IN TYPED FORM
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**4. Certification**

*I certify that the signatures above are of the individuals authorized to sign Requests for Payment for CDBG funds on behalf of the identified grantee. I further understand that, as the person certifying, I am not eligible to sign Requests for Payment.*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

Revised 8/19



**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
REQUEST FOR PAYMENT**

**SECTION I: REQUEST FOR PAYMENT**

GRANT AGREEMENT NUMBER	PAYMENT SYSTEM	REQUEST NUMBER	AMOUNT REQUESTED
	<input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT		
GRANTEE NAME AND ADDRESS (Use legal name as listed in CDBG Grant Agreement)	NAME & TELEPHONE NUMBER OF GRANTEE CONTACT PERSON		FEDERAL ID NUMBER
DEPOSITORY BANK AND ACCOUNT NUMBER			

**SECTION II: USE OF FUNDS (CDBG FUNDS ONLY)**

BUDGET ACTIVITY LINE	TOTAL CDBG BUDGET AMOUNT(S)	REQUESTED AMOUNT

**SECTION III: CERTIFICATION BY GRANTEE**

We certify that this request in accordance with the terms and conditions of the grant agreement with the Maryland Department of Housing and Community Development and the amount requested accurately reflects the expenses, as reported on this request, and that the amount is supported by documentation in our files.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**SECTION IV: STATE USE**

DATE RECEIVED	AMOUNT APPROVED	PAYMENT REVIEWED BY	PAYMENT APPROVED BY	APPROPRIATION CODE

*Was Exhibit 3A – Expenditure Tracking Form included with payment request?*

*If no, please obtain prior to processing.*

## EXHIBIT 3A

## MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

## EXPENDITURE TRACKING FORM

Grant #: \_\_\_\_\_

Payment Request #: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

*For this payment request, please identify the specific expenses to be paid with the CDBG funds.  
Please attach copy of form to your payment request and retain copy in your grant financial files.*

Amount Requested	Activity Line Item #	Specific Use	To Be Paid To: (Identify Specific Vendors)

**STATUS OF FUNDS (CDBG FUNDS ONLY)**

Total Grant Payment Received to Date \$ \_\_\_\_\_

Total Disbursements to Date \$ \_\_\_\_\_

## EXHIBIT 3B

## MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

## EXPENDITURE TRACKING FORM – LOCAL USE

Grant #: \_\_\_\_\_

*Please complete and retain this form in your CDBG Financial Files. It is for tracking CDBG grant funds only. The completed form will assist the State with grant monitoring.*

Payment Request #	Date of Request	Amount Requested	Date Payment Received

## Matching Funds

*Please identify the final totals of other funds used to match the CDBG funds. Attach another sheet if necessary. Please identify In-Kind Costs on page 2.*

Amount	Source of Funds

**In-Kind Costs**

*Please calculate all in-kind costs related to this project that used match to the CDBG funds. For staff costs, please indicate the person and the number of hours in addition to the costs.*

Amount	Specific Use/Hours	Source/Staff Person

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
NOTICE OF REMOVAL OF GRANT CONDITIONS AND RELEASE OF FUNDS**

*(ACTUAL DOCUMENT WILL BE COMPLETED AND RETURNED TO GRANTEE WHEN ISSUED BY STATE)*

(Pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974)

TO:  (Name and Title of Chief Executive Officer of Grantee)	ADDRESS AND ZIP CODE OF GRANTEE
PROJECT NAME	LOCATION (CITY, COUNTY, MARYLAND)

On \_\_\_\_\_, this office received your request of Funds and Certification pertaining to the above project.

- ☐ No objections to your certification of and Exempt status for your project have been received. No waiting period is required.
- ☐ No objections to the release of such funds or to the Certification have been received within the prescribed waiting period.
- ☐ All objections to the release of such funds and to the Certification have been received by DHCD within the prescribed waiting period have been considered by DHCD.

Any and all conditions in the Grant Agreement for Grant No. \_\_\_\_\_, authorized by DHCD on \_\_\_\_\_ respecting said project and funding thereof, to the extent the same are based upon the pendency of environment review and clearance, are hereby removed.

This notice constituted your authority to use funds in the amount not to exceed \$\_\_\_\_\_ granted to you under Title I of the Housing and Community Development Act of 1974 for the above project.

TYPE NAME AND TITLE OF AUTHORIZING OFFICIAL	SIGNATURE OF AUTHORIZING OFFICER	DATE

## EXHIBIT G

## FEDERAL AWARD INFORMATION

(i)	Community Development Block Grant	
(ii)	Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
(iii)	Catalog of Federal Assistance Number	14.228
(iv)	Federal Program Year	2024
(v)	Start Date of Federal Program Year for Program	July 1, 2024
(vi)	Total Amount of Federal Award for Program Year	\$8,369,791
(vii)	Federal Award Identification Number (FAIN)	B-23-DC-24-0001
(viii)	DHCD Unique Entity Identifier	028492598
(ix)	Grantee Name	County Commissioners of Worcester County
(x)	Grantee Unique Entity Identifier	KEA9KRV8GPG3
(xi)	Grantee Federal Identification Number	52-6001064
(xii)	Date of Award to Grantee	July 11, 2024
(xiii)	Amount of Federal Fiscal Year 2024 Funds Obligated/Committed by this Agreement to the Grantee by DHCD	\$50,000
(xiv)	Total Amount of Federal Fiscal Year 2024 Funds Obligated/Committed to the Grantee by DHCD to date (Including the current Obligation) for Federal Fiscal Year	\$50,000

TEL: 410-632-5623  
 FAX: 410-632-1753  
 WEB: co.worcester.md.us



**Worcester County**  
**DEPARTMENT OF PUBLIC WORKS**  
 6113 TIMMONS ROAD  
 SNOW HILL, MD 21863

**DALLAS BAKER JR., P.E.**  
 DIRECTOR

**CHRISTOPHER CLASING, P.E.**  
 DEPUTY DIRECTOR

**MEMORANDUM**

**TO:** Weston Young P.E., Chief Administrative Officer  
 Candace Savage, CGFM, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker Jr., P.E., Director *Dallas Baker Jr*  
**DATE:** August 1<sup>st</sup>, 2024  
**SUBJECT:** Roads Over Expenditure

---

Public Works is requesting Commissioner approval for an unforeseen over expenditure at the Road's Division. In the Roads FY25 budget \$2,400 (account 100.1202.6130.075) was included for a third-party software update to the laptop that allows Road's mechanics to diagnose issues with our diesel trucks/equipment. When we reached out to the company to purchase the update, we were informed the price had increased to \$3,975. Without the update, we are unable to diagnose any engine codes for the diesel fleet. We're proposing to underspend Road's account 100.1202.7000.060- Travel, Training, Educational Training (balance \$9,600) by the \$1,575 needed to offset the increase to the software and balance the account at the end of the budget year.

Please let me know if there are any questions.

CC: Chris Clasing  
 Kevin Lynch



TIMOTHY MULLIGAN  
WARDEN

**Worcester County  
Jail**

P.O. BOX 189  
SNOW HILL, MARYLAND  
21863

TEL: 410-632-1300  
FAX: 410-632-3002

SHYTINA M. DRUMMOND  
ASSISTANT WARDEN

**MEMORANDUM**

**TO: Worcester County Commissioners**

**FROM: Timothy Mulligan**

**DATE: August 9, 2024**

**RE: MAT Services**

I am submitting a request to renew a Contract with the Wicomico County Health Department located at 203 Newton Street Salisbury, MD 21801. This contract will last from July 1, 2024, to June 30, 2025, to provide medication assisted treatment services for full opioid agonist formulas (Methadone) for the Worcester County Jail residents needing treatment for opioid use or misuse. This contract will assist in maintaining our compliance with the MAT Program. The cost of this service is not to exceed \$40,156 per year.

I am additionally submitting a request to renew a Memorandum of Understanding with the Worcester County Health Department located at 6040 Public Landing Road Snow Hill, MD 21863. This contract will last from July 1, 2024, to June 30, 2025, to provide medication assisted treatment services including Suboxone and Naltrexone to the Worcester County Jail resident needing treatment for opioid use or misuse. This will assist in maintaining our compliance with the MAT Program. Cost is budgeted at a rate of \$36,416.84 for the contract period.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Mulligan", is written over a horizontal line.

Timothy Mulligan, Warden



WORCESTER COUNTY HEALTH DEPARTMENT BEHAVIORAL HEALTH CLINIC  
AND  
WORCESTER COUNTY DETENTION CENTER  
MEMORANDUM OF UNDERSTANDING AND STAFFING AGREEMENT  
REGARDING JAIL MAT SERVICES

This Memorandum of Understanding (MOU) and Staffing Agreement is issued as a means of defining relationships and expectations for individuals receiving Medication Assisted Therapy (MAT) dosing services for Suboxone and Naltrexone through Worcester County Health Department Behavioral Health Clinic (hereafter known as "WoCHD") in the Worcester County Detention Center (hereafter identified as "WCDC").

**WHEREAS:** WoCHD wish to enter into an agreement to ensure coordinated MAT services to appropriate individuals in the WCDC. The MOU and Staffing Agreement entered into on July 1, 2024, by and between the Worcester County Health Department and Worcester County Detention Center.

**NOW, THEREFORE,** the parties agree as follows:

**Project Activities:**

- A. Objective: Reduce the impact of Opioid Use Disorder and opioid overdose with incarcerated individuals.
- B. WoCHD shall:
  - 1. Assess and identify individuals who meet criteria for Opioid Maintenance Treatment (OMT). The criterion consists of:
    - a. A diagnosis of Opioid Use Disorder based on criteria set by the DSM-5
    - b. Behavior indicative of opioid addiction
    - c. Physical signs and symptoms of Opioid Use Disorder
  - 2. Obtain consents to release and obtain information from: WCDC, Atlantic General Health, TidalHealth, emergency contact, primary care physician, any other health care provider, as appropriate.

3. Obtain a monitored urine sample which is tested for a variety of substances (alcohol, benzodiazepines, THC, other opioids, cocaine, etc.) including methadone and suboxone.
4. Submit a monthly bill to the WCDC for the reimbursement of service performed based on the Description and Rates listed below by the 10<sup>th</sup> of each month.

C. Mutual Responsibilities

1. Clinical staff to participate in conference calls or meeting a minimum of monthly, or as needed, to discuss patient care.
2. Each party shall appoint a BH team liaison, responsible for providing the central point of contact for all concerns, issues, employee and consumer matters as well as emergency management. Until a successor is appointed, the Liaisons are:
  - a. For WoCHD: Sam Hickey, LCADC, WoCHD SUD Supervisor
  - b. For WCDC: Tim Mulligan, Warden

D. Term of agreement:

1. The term of agreement is through June 30, 2025; either party may terminate this agreement anytime, by providing the other party with 90 days' advance written notice. The agreement will be reviewed annually.
2. Both parties agree that bills submitted after 9 months from date of service will not be reimbursed.

E. Operational Scope of Services:

1. Operational communication and decision making between organizations will occur at the WoCHD Behavioral Health Program Manager level whenever possible. Chain of Command will then be tiered to the WoCHD Health Officer or their designee.
2. In the event of an unexpected death or negative client outcome involving a consumer receiving services from the Behavioral Health Program, a case review meeting will be held within ten (10) business days of the event. Attendees at the case review will include but are not limited to WoCHD staff as designated by WoCHD Behavioral Health Director, the WCDC Warden or designee and WCDC staff as designated by the Warden.

Description and Rates

Salary and fringe invoiced for WoCHD staff providing 4 hours a week Medication Management as well as 4 hours a week of Nursing staff time for the implementation of Medication Assisted Treatment during the time period of July 1, 2024 to June 30, 2025. Cost budgeted at a rate of \$36,414.84 for the contract period. This includes 4 hours a week of nursing time which comes to \$8,284.24 in salary costs and \$4,210.60 in fringe costs and Medical Provider costs for 4 hours a week which comes to \$23,920.

Total not to exceed- \$36, 414.84; to be billed monthly \$3,034.57.

The terms and conditions of this agreement shall remain in force from July 1, 2024, through June 30, 2025, or until terminated by Agreement of the Parties.

For Worcester County Health Department:

Signature:

Date:

\_\_\_\_\_  
Rebecca Jones, RN, BSN, MSN

Health Officer

P.O. Box 249

Snow Hill, MD 21863

(410) 632-1100

For Worcester County Detention Center:

Signature:

Date:

\_\_\_\_\_  
Tim Mulligan

Warden

Worcester County Jail

P.O. Box 189

Snow Hill, MD 21863



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between **Worcester County Health Department**, a unit of the Maryland Department of Health (MDH) (herein referred to as “Covered Entity”) and **Worcester County Detention Center** (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) dated **July 1, 2024** pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and the HIPAA Omnibus Final Rule of 2013 (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

### I. DEFINITIONS

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
  1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean **Worcester County Detention Center**.



## ITEM 6

2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean **Worcester County Health Department**.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information ("PHI"). Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.

### II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

### III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
  - 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
  - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
    - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
    - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
    - c. Is in substantially the same form as **Exhibit A** hereto.
- E. In addition to its obligations in Sections III.A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach. Approval of the letter must be in writing from the Privacy Officer for the Covered Entity or their designee. The letter shall include, to the extent possible:
  - 1. A brief description of the incident, including the date of the Breach and the date of the discovery of the Breach, if known;



## ITEM 6

2. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
  3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
  4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
  5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F. In the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
- G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
- H. In the event of any Breach, regardless of which party is responsible, Business Associate will provide, within 30 days after the discovery of the Breach, a proposed Breach Notification Report to be submitted to HHS Office of Civil Rights (OCR), as required by 45 CFR § 164.408(a).
1. Business Associate and Covered Entity, through its Privacy Officer or their designee, shall cooperate and determine which party will be responsible for filing the Breach Notification Report with OCR and Business Associate shall obtain a written acknowledgment from Covered Entity that assigns this responsibility to either Covered Entity or Business Associate.
  2. If Business Associate is assigned the responsibility of filing the Breach Notification Report with OCR, Business Associate shall seek and receive written approval from Covered Entity of the Breach Notification Report prior to it being filed with OCR.
  3. Written approval from Covered Entity pursuant to this paragraph shall be from the MDH Privacy Officer or their designee.
- I. In the event of any Breach in which 500 or more individuals of any state or jurisdiction are affected, regardless of which party is responsible, the following provisions will apply, as required by 45 CFR § 164.406(a):
1. Covered Entity, through its Privacy Officer or their designee, shall determine, in consultation with Business Associate, which party will be responsible for notifying the media, and shall inform Business Associate in writing as to its determination.
  2. If Business Associate is assigned the responsibility of notifying the media, Business Associate shall seek written approval from Covered Entity as to the content of any

## ITEM 6

notification to be made to the media prior to any media outlet being notified of the breach and shall incorporate any language suggested by Covered Entity.

3. If assigned responsibility, Business Associate shall provide its proposed media notification to Covered Entity for review within thirty (30) days of the date of discovery of the breach.
  4. Written approval from Covered Entity pursuant to this paragraph shall be from the MDH Privacy Officer or their designee.
  5. If Covered Entity assigns the responsibility to itself, it will inform Business Associate in writing as to this determination, and will offer Business Associate the opportunity to review the notification before it is disseminated.
- J. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- K. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- L. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- M. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- N. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- O. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.
- P. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

## IV. TERM AND TERMINATION



- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
  - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
  - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
  - 1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
  - 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

## V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

## VI. REMEDIES IN EVENT OF BREACH OF AGREEMENT

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

## **VII. MODIFICATION; AMENDMENT**

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

## **VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES**

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

## **IX. COMPLIANCE WITH STATE LAW**

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

## **X. MISCELLANEOUS**

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Agency. The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the



## ITEM 6

Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.

- D. No Private Cause of Action. This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.
- E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

Danielle Owens  
Chief Privacy Officer  
Maryland Department of Health  
Office of Internal Controls, Audit Compliance & Information Security  
201 W. Preston Street, 5<sup>th</sup> Floor  
Baltimore, MD 21201-2301  
Phone: (410) 767-5411  
MDH.PRIVACYOFFICER@MARYLAND.GOV

*(Or insert the name and contact information of the HIPAA contact person within the appropriate MDH covered health care component)*

- F. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

- G. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- H. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- I. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- J. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

## ITEM 6

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

### COVERED ENTITY:

By: \_\_\_\_\_

Name: Rebecca Jones, RN, BSN, MSN

Title: Health Officer

Date: \_\_\_\_\_

### BUSINESS ASSOCIATE:

By: \_\_\_\_\_

Name: Tim Mulligan

Title: Warden

Date: \_\_\_\_\_



**EXHIBIT A****FORM OF NOTIFICATION TO COVERED ENTITY OF  
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(2) of the Business Associate Agreement between **Worcester County Health Department**, a unit of the Maryland Department of Health (MDH), and **Worcester County Detention Center** (Business Associate).

Business Associate hereby notifies MDH that there has been a breach of unsecured Protected Health Information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

**Incident Specific Questions:**

1. Please provide a brief description of the incident, including what type of information was disclosed or accessed, who received the information and the manner in which it was accessed or disclosed. Also include the names and contact information for all individuals involved:

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2. If you believe this incident was inadvertent, accidental or unintentional, please provide any information you have to support that determination:

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3. Was the information viewed or actually retained by someone who should not have the information? If so, please explain:

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4. What type of identifying information (e.g. names, SSN, medical record number etc.) was acquired, accessed or disclosed?

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5. If available, please provide any information you have about the person or entity that received the information:

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6. What steps, if any, have been taken to contain or mitigate the incident? Please provide as much descriptive information as possible:

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**Additional Incident Details:**

Date incident occurred: \_\_\_\_\_ Date incident was discovered: \_\_\_\_\_

Estimate number of individuals affected by the breach: \_\_\_\_\_

Type of incident (e.g. loss, theft, improper disposal, unauthorized access, hacking):

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Location of information breach (e.g. laptop, desktop, email, paper files etc.):

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Type of information involved (e.g. demographic, financial, clinical):

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Safeguards that were in place prior to the breach (e.g. firewalls, encryptions, locks, training):

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Please provide any other information you have or believe may be helpful in investigating or resolving this incident. If you wish to include any attachments to this form, please describe the attachments here:

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\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

Please send this form by email to the MDH Privacy Officer - [mdh.privacyofficer@maryland.gov](mailto:mdh.privacyofficer@maryland.gov)



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Wicomico County Health Department, a unit of the Maryland Department of Health (MDH) (herein referred to as “Covered Entity”) and Worcester County Detention Center (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) dated 7/1/2024 Underlying Agreement pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and the HIPAA Omnibus Final Rule of 2013 (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

## I. DEFINITIONS

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
  1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Worcester County Detention Center.
  2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Wicomico County Health Department.
  3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.



## ITEM 6

4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

### II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited dataset as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

### III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
  - 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
  - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
    - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known,



## ITEM 6

except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

- b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
  - c. Is in substantially the same form as **Exhibit A** hereto.
- E. In addition to its obligations in Sections III.A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach. Approval of the letter must be in writing from the Privacy Officer for the Covered Entity or their designee. The letter shall include, to the extent possible:
  - 1. A brief description of the incident, including the date of the Breach and the date of the discovery of the Breach, if known;
  - 2. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
  - 3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
  - 4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
  - 5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F. In the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
- G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
- H. In the event of any Breach, regardless of which party is responsible, Business Associate will provide, within 30 days after the discovery of the Breach, a proposed Breach Notification Report to be submitted to HHS Office of Civil Rights (OCR), as required by 45 CFR § 164.408(a).
  - 1. Business Associate and Covered Entity, through its Privacy Officer or their designee, shall cooperate and determine which party will be responsible for filing the Breach Notification Report with OCR and Business Associate shall obtain a written acknowledgment from Covered Entity that assigns this responsibility to either Covered Entity or Business Associate.
  - 2. If Business Associate is assigned the responsibility of filing the Breach Notification Report with OCR, Business Associate shall seek and receive written approval from Covered Entity of the Breach Notification Report prior to it being filed with OCR.
  - 3. Written approval from Covered Entity pursuant to this paragraph shall be from the MDH Privacy Officer or their designee.



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- I. In the event of any Breach in which 500 or more individuals of any state or jurisdiction are affected, regardless of which party is responsible, the following provisions will apply, as required by 45 CFR §164.406(a):
1. Covered Entity, through its Privacy Officer or their designee, shall determine, in consultation with Business Associate, which party will be responsible for notifying the media, and shall inform Business Associate in writing as to its determination.
  2. If Business Associate is assigned the responsibility of notifying the media, Business Associate shall seek written approval from Covered Entity as to the content of any notification to be made to the media prior to any media outlet being notified of the breach and shall incorporate any language suggested by Covered Entity.
  3. If assigned responsibility, Business Associate shall provide its proposed media notification to Covered Entity for review within thirty (30) days of the date of discovery of the breach.
  4. Written approval from Covered Entity pursuant to this paragraph shall be from the MDH Privacy Officer or their designee.
  5. If Covered Entity assigns the responsibility to itself, it will inform Business Associate in writing as to this determination, and will offer Business Associate the opportunity to review the notification before it is disseminated.
- J. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- K. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- L. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- M. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- N. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- O. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.
- P. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

#### IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the contract, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this



## ITEM 6

Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

## V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

## VI. REMEDIES IN EVENT OF BREACH OF AGREEMENT

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.



**VII. MODIFICATION; AMENDMENT**

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

**VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES**

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

**IX. COMPLIANCE WITH STATE LAW**

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

**X. MISCELLANEOUS**

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Agency. The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.
- D. No Private Cause of Action. This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.
- E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

*Deborah W. Smith  
HIPAA Coordinator  
Wicomico County  
Health Department  
108 East Main Street*

and

*Danielle Owens, Chief Privacy Officer  
Maryland Department of Health  
Office of Internal Controls, Audit Compliance &  
Information Security  
201 W. Preston Street, 5th Floor*



## ITEM 6

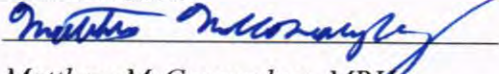
Salisbury, MD 21801  
Phone: (410) 543-6963  
debbie.smith@maryland.gov

Baltimore, MD 21201-2301  
Phone: (410) 767-5411  
MDH.PRIVACYOFFICER@MARYLAND.GOV

- F. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- G. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- H. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- I. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- J. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

### COVERED ENTITY:

By:   
Name: Matthew McConaughey, MPH  
Title: Health Officer  
Date: 07/08/2024

### BUSINESS ASSOCIATE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FORM OF NOTIFICATION TO COVERED ENTITY OF  
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(2) of the Business Associate Agreement between Wicomico County Health Department, a unit of the Maryland Department of Health (MDH), and Worcester County Detention Center.

Business Associate hereby notifies MDH that there has been a breach of unsecured Protected Health Information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

**Incident Specific Questions:**

1. Please provide a brief description of the incident, including what type of information was disclosed or accessed, who received the information and the manner in which it was accessed or disclosed. Also include the names and contact information for all individuals involved:

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2. If you believe this incident was inadvertent, accidental or unintentional, please provide any information you have to support that determination:

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3. Was the information viewed or actually retained by someone who should not have the information? If so, please explain:

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4. What type of identifying information (e.g. names, SSN, medical record number etc.) was acquired, accessed or disclosed?

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5. If available, please provide any information you have about the person or entity that received the information:

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6. What steps, if any, have been taken to contain or mitigate the incident? Please provide as much descriptive information as possible:

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**Additional Incident Details:**

Date incident occurred: \_\_\_\_\_ Date incident was discovered: \_\_\_\_\_

Estimate number of individuals affected by the breach: \_\_\_\_\_

Type of incident (e.g. loss, theft, improper disposal, unauthorized access, hacking):

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Location of information breach (e.g. laptop, desktop, email, paper files etc.):

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Type of information involved (e.g. demographic, financial, clinical):

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Safeguards that were in place prior to the breach (e.g. firewalls, encryptions, locks, training):

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Please provide any other information you have or believe may be helpful in investigating or resolving this incident. If you wish to include any attachments to this form, please describe the attachments here:

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Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

*Please send this form by email to the MDH Privacy Officer - [mdh.privacyofficer@maryland.gov](mailto:mdh.privacyofficer@maryland.gov)*



WORCESTER COUNTY JAIL  
AND  
WICOMICO COUNTY HEALTH DEPARTMENT

CONTRACT FOR MEDICATION ASSISTED TREATMENT SERVICES

**Preamble**

Whereas it is necessary for the **Worcester County Jail** to contract with local providers to provide such services, and;

Now, therefore, the **Worcester County Jail** and **Wicomico County Health Department**, as specified below, agree as follows:

This agreement, entered into on July 1, 2024 by and between the County Commissioners of Worcester County, Maryland on behalf of the **Worcester County Jail** (collectively "Worcester County Jail") and **Wicomico County Health Department** (Provider) hereinafter called the "Contractor," shall commence on July 1, 2024 and shall terminate on June 30, 2025 and may be subject to renewal(s) by both parties on an annual basis while funding is available.

This agreement shall be for the purpose of providing medication assisted treatment services for full opioid agonist formulas for Worcester County Jail residents needing treatment for opioid use or misuse. The Contractor shall serve residents of the jail referred under the conditions specified below.

I. The Contractor agrees to:

- A. Provide services described herein at a cost not to exceed the amount on the attached reimbursement schedule, or as subsequently revised by the **Worcester County Jail and Contractor**.
- B. Include on each bill, the Contractor's name, address, and Federal Tax Identification Number or Social Security Number and a total cost of services provided. In addition, a separate page listing an unduplicated number of people served, the dates services were provided, mileage expenses, cost of nurse and security guard travel time, and the total cost for full agonist MAT service.
- C. Submit a bill for the reimbursable services performed on a quarterly basis to the following address:

**Worcester County Jail  
Po Box 189  
Snow Hill, MD 21863**

II. The **Worcester County Jail** agrees to:

- A. Assure that an initial medical and/or physical assessments and urine drug screen are completed by medical professionals serving detained residents being referred for full opioid agonist formulas.
- B. Assure that physical assessment results and urine drug screen results are provided to the Contractor for each new referral for full agonist formulas.
- C. Transport referred residents detained at the Worcester County Jail to the initial induction appointment for full agonist formulas to:

**Wicomico County Health Department  
203 Newton Street  
Salisbury, MD 21801**

Wicomico County Jail MAT - Contract for Services  
(7/1/23-6/30/24)



- D. Assure that full agonist formula medications are stored according to DEA regulations and are administered as prescribed by prescriber.
- E. Coordinate ongoing urine drug screen as requested by the Contractor and assure results are provided to Contractor for continuity of care.
- F. Pay the Contractor pursuant to the attached reimbursement schedule, or any schedule that may be updated on an annual basis by the **Worcester County Jail** only for agreed upon treatment services.

III. The **Contractor** and the **Worcester County Jail** agree that:

- A. Bills submitted after 9 months from the date of service will not be reimbursed.
- B. The Contract Monitor for the **Worcester County Jail** is:

Timothy Mulligan.  
Name  
Warden  
Title  
Po Box 189 Snow Hill, Md. 21863  
Business Address  
(410) 632-1300, FAX: (410) 632-3002  
Business Telephone Number

The Worcester County Jail Contract Monitor is the primary point of contact for the Worcester County Jail for matters relating to this contract. The Contractor shall contact this person immediately if the Contractor is unable to fulfill any of the requirements of this contract or has any questions regarding the interpretation of the provisions of the contract.

- C. The Contract Monitor for the Contractor is:

Jennifer Halter  
Name  
Director of Behavior Health  
Title  
108 East Main Street Salisbury Md. 21801  
Business Address  
410-742-3784 Fax 410-543-6680  
Business Telephone Number

The Contractor Contract Monitor is the primary point of contact for matters relating to this contract. The Contractor's Contract Monitor shall contact the Worcester County Jail Contract Monitor immediately if the Contractor is unable to fulfill any of the requirements of the contract or if there are any questions regarding the interpretation of the provisions of the contract.

- D. This contract may be terminated by either the Contractor or the Worcester County Jail by giving 60-calendar days prior written notice to the other party's Contract Monitor. In the event of a contract termination, the Worcester County Jail will pay the Contractor all reasonable costs associated



with this contract that the Contractor has incurred to the date of termination.

E. The attached reimbursement rate schedule is incorporated into and hereby made a part of this contract.

**Worcester County Jail  
MAT Treatment Services  
FY 2025 Reimbursement Rates**

**FOR WORCESTER COUNTY HEALTH DEPARTMENT**

Description and Rates

Admissions for methadone treatment fee: \$5,587

Estimates are based on the estimates related to MOUD clients treatment in jail (i.e. the average stay is approximately 140 days and it is estimated that people tend to be in treatment about 50% of their time served, so approximately 10 weeks of service per person). Admissions: \$5,587 for admissions based on \$279.36 for each admission to methadone (the doctor visit)

$(20 \times 279.36 = 5,587.20)$

Administration support fee: \$4,873

Estimates are based on the estimates related to MOUD clients treatment in jail (i.e. the average stay is approximately 140 days and it is estimated that people tend to be in treatment about 50% of their time served, so approximately 10 weeks of service per person). Administration support: \$4,873 for administration support time based on \$194.90 per new referral for admin time whether the client is admitted or not; for the time for paperwork  $(25 \times 194.90 = 4,872.50)$

Medication costs for methadone: \$18,634

Estimates are based on the estimates related to MOUD clients treatment in jail (i.e. the average stay is approximately 140 days and it is estimated that people tend to be in treatment about 50% of their time served, so approximately 10 weeks of service per person). Medication costs:

\$18,634 for medication costs based on \$93.17 per week of methadone medication per client  
 $(20 \times 10 \times 93.17 = 18,634)$

Travel and delivery fees: \$8,810

Estimates are based on the estimates related to MOUD clients treatment in jail (i.e. the average stay is approximately 140 days and it is estimated that people tend to be in treatment about 50% of their time served, so approximately 10 weeks of service per person). Travel & delivery costs: \$8,810 for travel and delivery costs based on \$44.05 for travel per delivery on a weekly basis

$(20 \times 10 \times 44.05 = 8,810)$

Supplies: \$280

Estimates are based on the estimates related to MOUD clients treatment in jail (i.e. the average stay is approximately 140 days and it is estimated that people tend to be in treatment about 50% of their time served, so approximately 10 weeks of service per person). Supplies: \$280 for supplies based on \$1.40 for supplies per week client per week of medications  $(20 \times 10 \times 1.40 = 280)$

Prescriber visit fees: \$1,972

Estimates are based on the estimates related to MOUD clients treatment in jail (i.e. the average

stay is approximately 140 days and it is estimated that people tend to be in treatment about 50% of their time served, so approximately 10 weeks of service per person). Prescriber visits cost \$98.58 and we expect the prescriber to have at least one visit with each client ( $98.58 \times 20 = 1,972$ ).

Indirect Charges: \$2,500

Indirect costs are costs which have been incurred for multiple or common objectives (shared costs) or as those costs associated with more than one cost object within that part of the vendor's operation which is both funded by the Department and which are not readily available as direct costs without effort disproportionate to the results achievable.

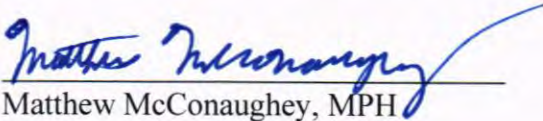
- Total not to exceed- \$40,156



Signature Page

\_\_\_\_\_  
Timothy Mulligan  
Warden  
Worcester County Jail

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Matthew McConaughey, MPH  
Health Officer  
Wicomico County Health Department

  
\_\_\_\_\_  
Date



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

## Memorandum

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**To:** Weston S. Young, P.E., Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS, REHS/RS  
Director, Environmental Programs

A handwritten signature in blue ink, appearing to be "RJ", is placed over the name "Robert J. Mitchell" in the "From" field.

**Subject:** **West Ocean City Commercial Harbor Dredging**  
Request Permission to Accept Bid for Harbor Dredging

**Date:** 8/13/24

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The Department of Environmental Programs is requesting the Commissioner's review and approval to award the West Ocean City Commercial Harbor Dredging to Brittingham Construction & Landscaping, Inc. from Berlin, Maryland. The bids for this project were opened on August 1, 2024, and we received three (3) bids. Based upon a thorough review of the received bids for the Commercial Harbor Dredging Project we would like to award Brittingham Construction & Landscaping, Inc. the bid for this work. Their bid package was complete and fit well within our budget. Brittingham Construction is a Worcester County based business that has performed numerous projects for the County over the years with excellent results. We would like to award this bid based upon the unit price method of \$75/cubic yard rather than the lump sum figure. By utilizing the unit price, it will provide us with the opportunity to dredge additional problem areas within the harbor should there be remaining grant funds available. All permits are in place to cover any additional dredge areas.

We consulted with J. Stacey Hart, the engineer for the project, to determine the lowest bidder was the best option for this project. Attached you will find her letter on the bid review. The funding for this project is provided from a Tri County Economic Development Grant. This project was specifically included in the grant application to the Tri County Council and is at no cost to the County.

Please feel free to contact me at your earliest convenience should you have any questions.

### Attachment

cc: David Bradford/DEP  
Nicholas Rice/Procurement Officer



# J. STACEY HART & ASSOCIATES, INC.

POST OFFICE BOX 6  
SNOW HILL, MD 21863

August 5, 2023

Worcester County Administration  
Attn: Nicholas W. Rice, CPPO, CPPB, NIGP-CPP  
Procurement Officer  
One West Market Street, Room 1103  
Snow Hill, MD 21863

via email: [nrice@co.worcester.md.us](mailto:nrice@co.worcester.md.us)

Re: West OC Harbor Dredging  
Bid Opening - results  
**JSH #: 2023-021**

Dear Mr. Rice:

On Thursday, August 1, 2024, bids were opened for the above referenced project. Three (3) bids were received:

<u>Bidder</u>	<u>Lump Sum</u>	<u>Unit Price</u>
Brittingham Construction & Landscaping, Inc.	\$ 174,375	\$ 75
Bay Coastal Contracting, LLC	\$ 194,417	\$ 83.62
Shoreline Design, LLC	\$ 348,750	\$ 150

We found Brittingham's bid and paperwork to be within budget and complete. They have successfully completed numerous projects within Worcester County and have excellent references. We understand that there may be additional funds within the grant whereby we can use the unit price to calculate other areas that may be added to the contract up to the budgetary amount. David Bradford is going to provide the maximum funds available for dredging and we will assist in identifying those areas on the plan.

We hope you find this letter sufficient for your review and acceptance of Brittingham Construction & Landscaping, Inc. as the successful contractor. If you require additional information, please do not hesitate to contact our office.

Sincerely,

J. STACEY HART & ASSOCIATES, INC.

J. Stacey Hart, P.E.  
President

cc: David Bradford  
Bob Mitchell

via email: [dbradford@co.worcester.md.us](mailto:dbradford@co.worcester.md.us)  
via email: [bmitchell@co.worcester.md.us](mailto:bmitchell@co.worcester.md.us)





ITEM 8

# BANK STREET PROMENADE PROJECT



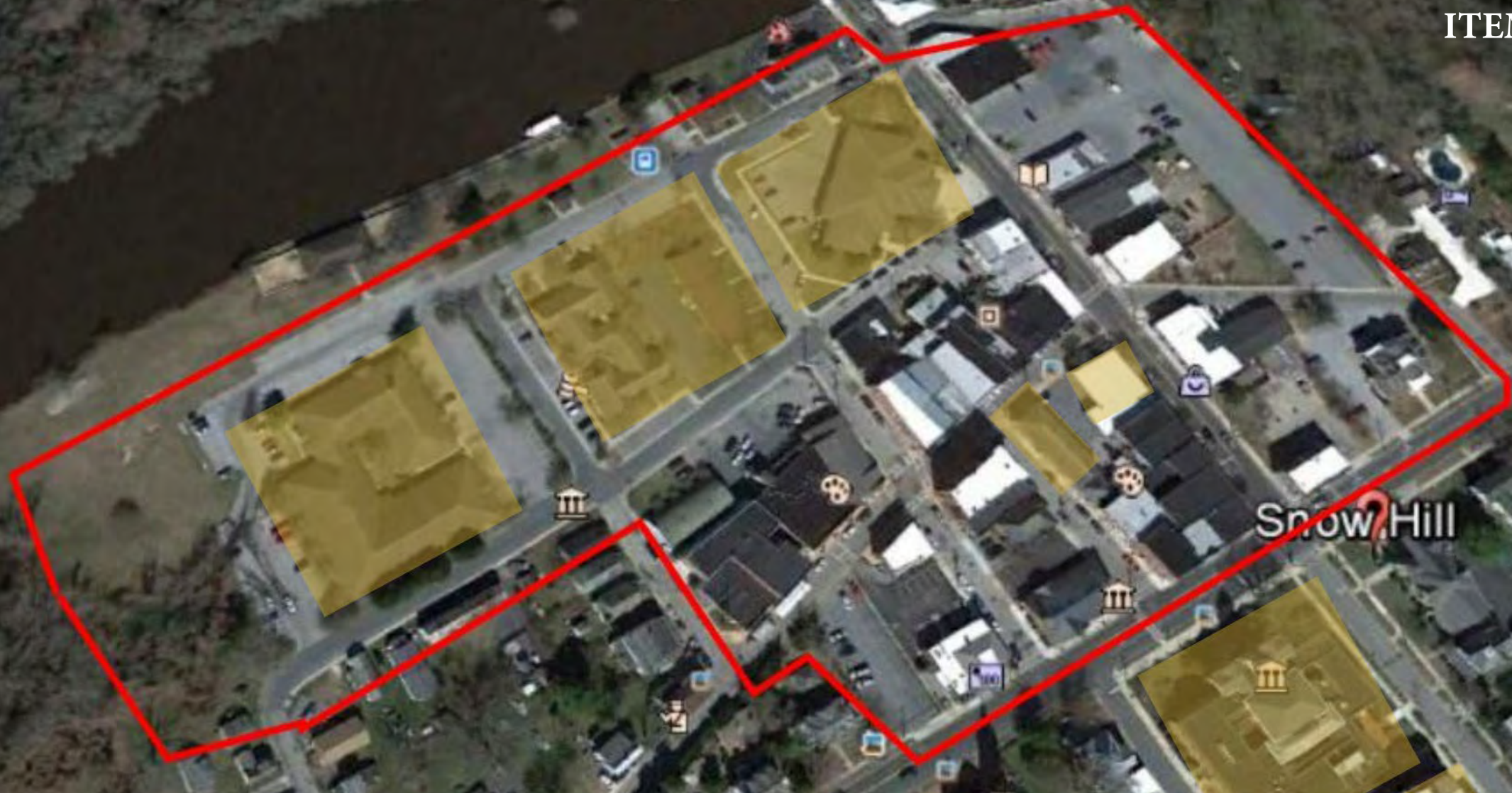
## BACKGROUND



- **Covid Response: River View Square**
- **Concerns around traffic and access**
- **DTSH Design Team tasked with redesigning space**
- **Identified many needs**



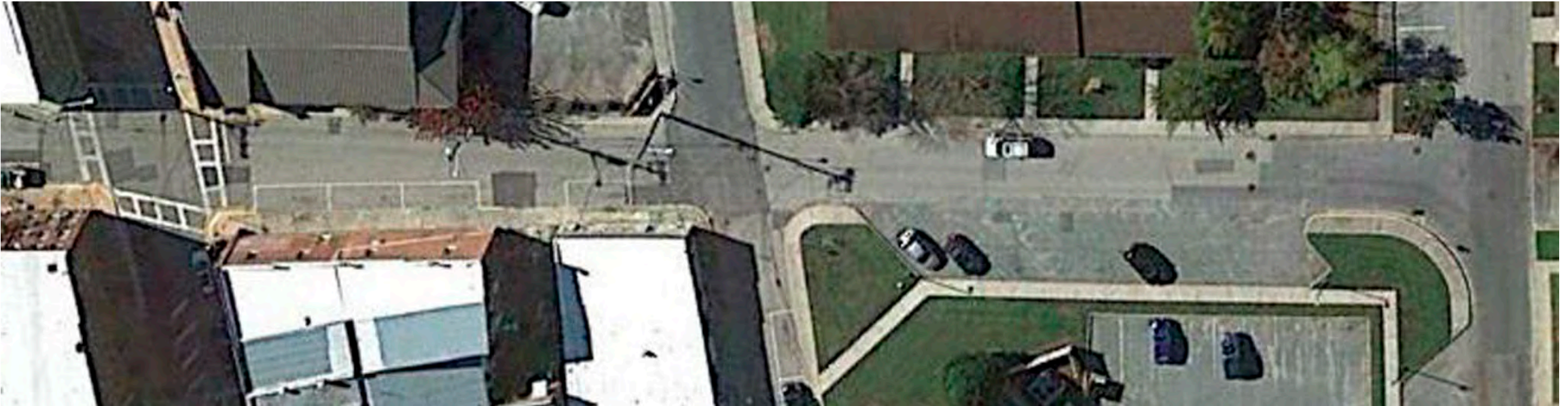
ITEM 8



LOCATION

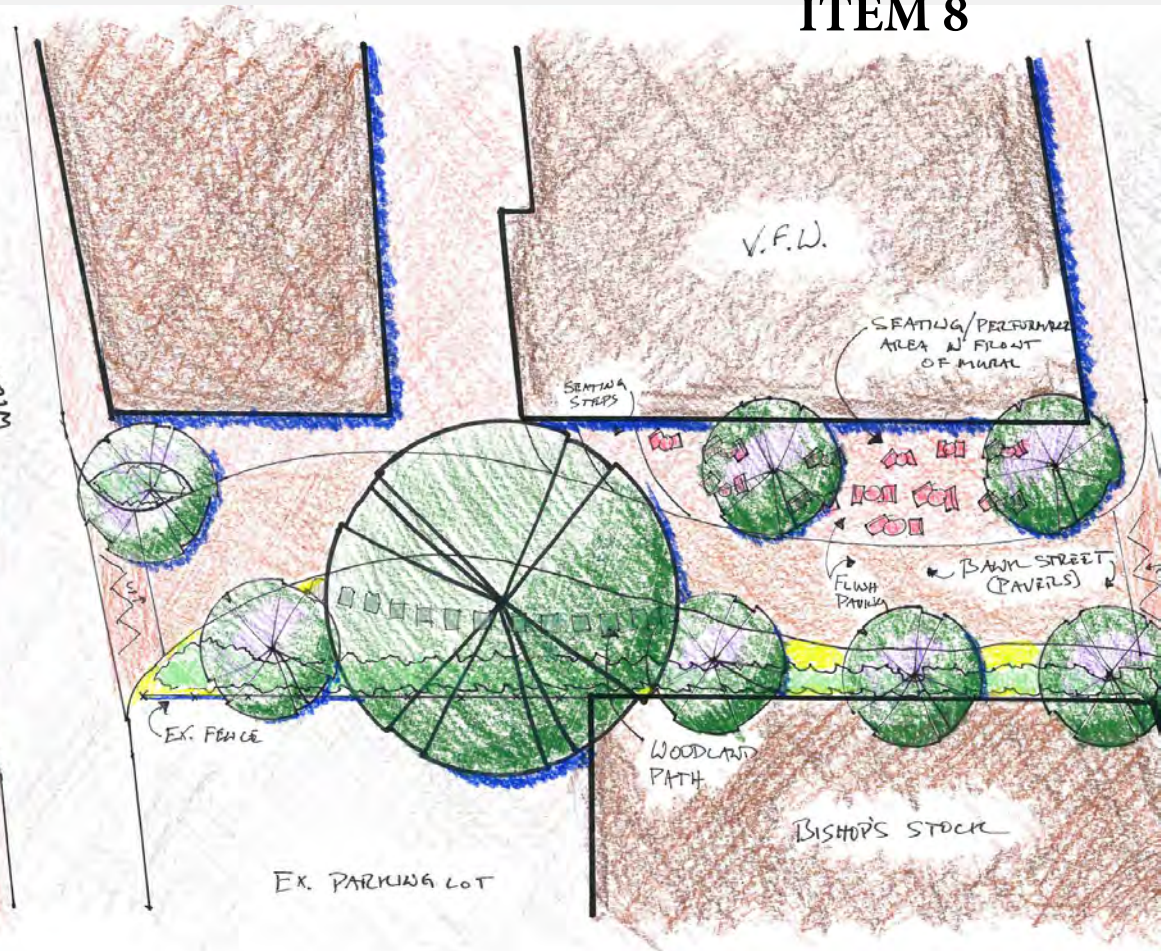
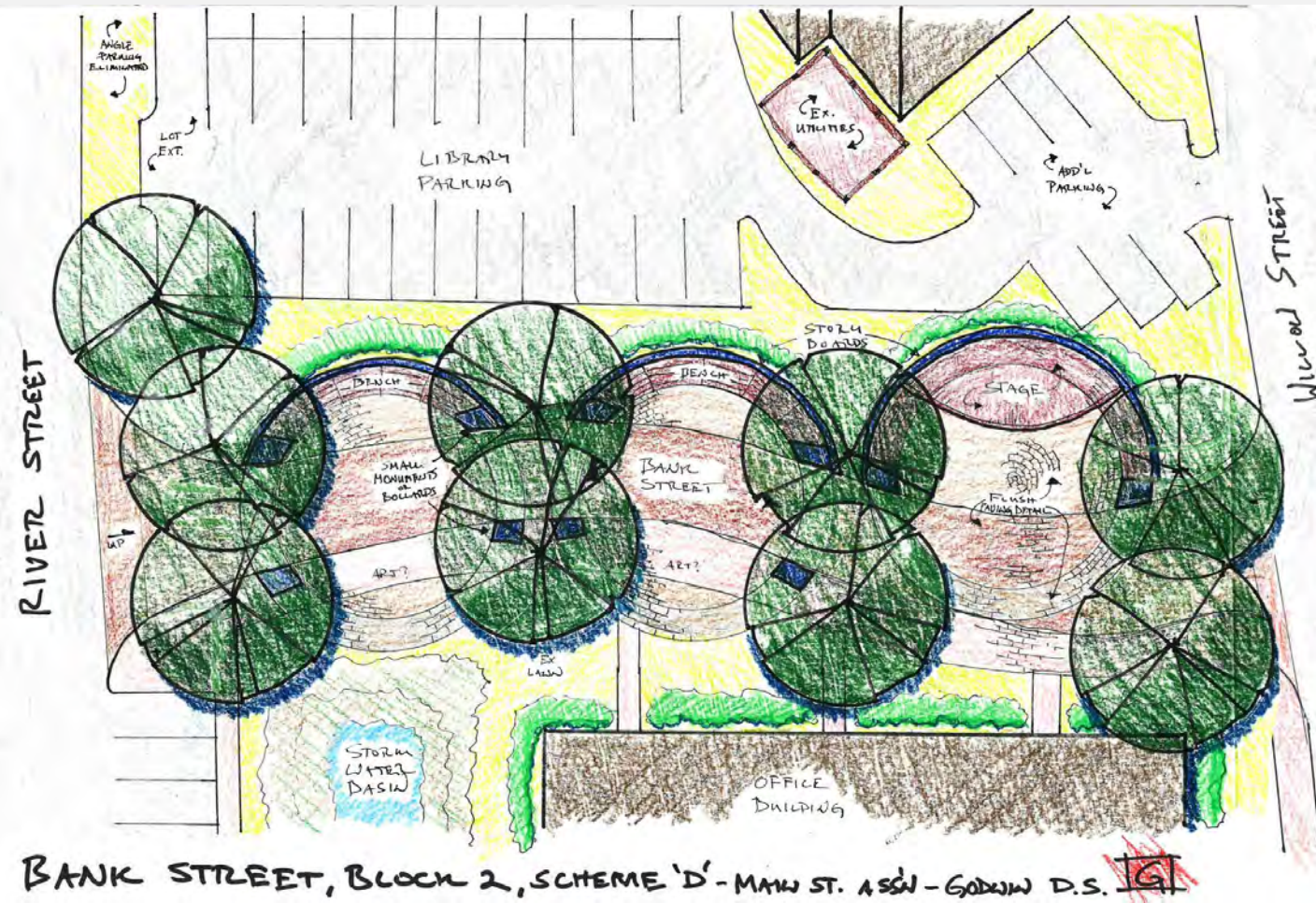


## EXISTING CONDITIONS & NEEDS



- Create alluring connection between downtown and River
- Inclusive community gathering space
- Environmentally conscious beautification
- Flexible use for events and daily use
- Allow through traffic and improve safety
- Retain number, size and proximity of parking spaces
- Increase handicap parking and improve accessibility
- Allow deliveries to businesses
- Allow bus access in library parking lot

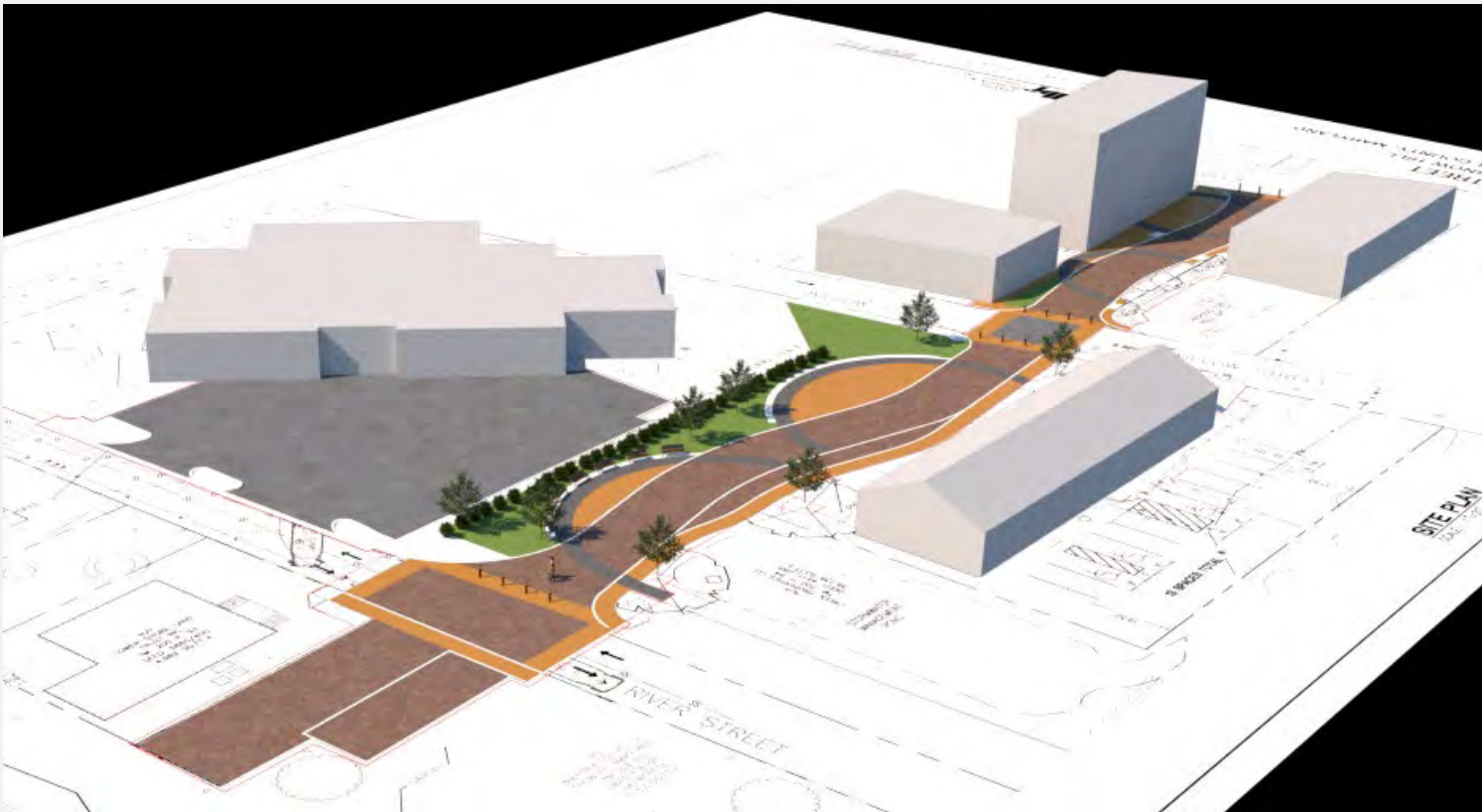




ORIGINAL CONCEPT



## BANK STREET PROMENADE LATEST DESIGN



- Design elements to increase safety.
- Flexible use space
- Parking reconfiguration
- Environmentally conscious landscaping
- Stormwater management improvements

A PLACE YOU TRAVEL TO,  
NOT THROUGH:  
BLOCK ONE

Trees and landscaping (not  
fully depicted)

Removable bollards

Flexible seating/parking

Lush, immersive nature area

Programmable storyboards

Outdoor art

Musical sculptures





A PLACE YOU TRAVEL  
TO, NOT THROUGH:  
BLOCK TWO

Trees and landscaping (not  
fully depicted)

Built-in benches and  
engagement features

Pilings to define paver  
boundary

Programmable storyboards

Outdoor art

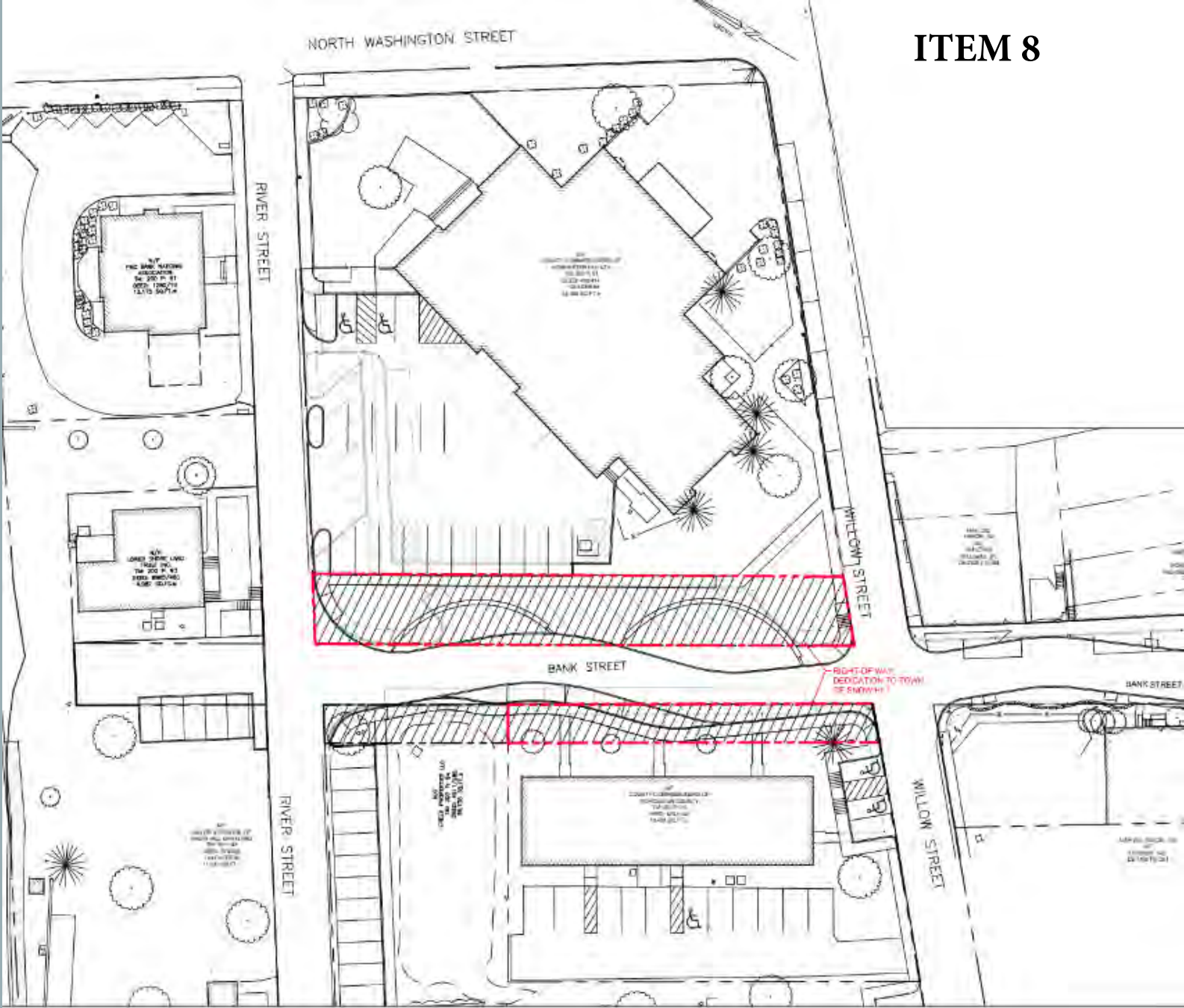
Bicycle repair stations

Musical sculptures





COUNTY  
PROPERTY



ITEM 8

## PARTNERS AND STAKEHOLDERS

- Town of Snow Hill\*
- Downtown Snow Hill, Inc.\*
- Downtown Merchants and Property Owners \*
- Worcester County
- Worcester County Public Library \*
- University of Maryland Extension / 4-H
- Snow Hill Chamber of Commerce
- Department of Housing and Community Development \*
- Lower Shore Land Trust \*
- The Traffic Group
- Jack Sullivan – Champion Hruby
- Beach to Bay Heritage Area / Maryland Heritage Area Authority \*
- DB&F – Snow Hill Engineers? (Role)
- Salisbury University ESRGC
- Department of Commerce\*
- Honorable Mention: Tri County Council
- HG Saunders/GDS, LLC – Landscape Arch.

\* Denotes this entity has provided a letter of support or funding

# FUNDING

Cost Estimates	
Description	Cost
DBF Professional Services	\$30,000
Treatments to Block 1 (W. Greet to Willow)	\$161,812
Treatments to Block 2 (Willow to River) + Parking Accommodations	\$469,200
Placemaking elements & landscaping	\$115,000
Total	\$776,012

Funding		
Description	Amount	Status
Town	\$65,000	Secured
Downtown Snow Hill	\$13,279	Secured
MHAA	\$78,279	Secured, Block I [\$156,558]
MD Rural Economic Development	\$100,000	Secured
Bikeways	\$150,000	Secured
DHCD CHSW	\$83,000	Secured
DHCD Community Legacy	\$357,511	pending determination



# VISION ALIGNMENT

2010 Comprehensive Plan

2025 Revitalization Plan

Downtown Development  
Plans dating back to the  
1980's

Bikeways Feasibility  
Studies

Nature and Heritage  
Tourism Assessment

Sustainable Communities  
Action Plan



## 2010 COMPREHENSIVE PLAN

- Section 4: Community Facilities: Parks & Recreational Facilities
  - "However, to increase efficiency and use of park space, Snow Hill is planning on establishing a greenway connectivity network that will allow residents to easily access the park facilities and connect as many as possible via greenways, bike/pedestrian paths or sidewalks"
- Section 12: Implementation: Parks & Recreational Facilities
  - "Work to create a greenway system to connect the Town's parks and other community facilities."
- Section 12: Implementation: Stormwater
  - "Consider revising the Town's construction standards to implement 'green street' design and requiring use of pervious pavers and pavement where possible."

### Section 12: Implementation: Additional Policies & Recommendations

"Focus on the redevelopment and preservation of Bank Street, recognizing it's importance and connecting residents to the waterfront."

# 2025 STRATEGIC REVITALIZATION PLAN

- Section II. D. Main Issues to be Addressed
  - "Promoting downtown as center for culture and commerce."
  - "Engaging the citizens of the Town and County government in development and improvement efforts."
  - "Promoting riverfront activities, open space, and community beautification."
- Section IV. Strategies
  - "Promote the Vitality of downtown Snow Hill." & "Encourage Town beautification and Good Community Design."
  - Part B. Downtown
    - "Focus on coordinating investments in street infrastructure improvements that improve the business climate and beautify neighborhoods."
    - River, Commerce, Bank and Willow Streets are identified as priority areas for redevelopment that encourages open space.

## Section IV. Strategies: Destination Making Improvements: Sturgis Memorial Park and the Riverfront

"...The intersection of Bank and River Streets may be the best place to locate [outdoor art and interpretive heritage signage]. Improvements to the Riverfront would extend along the last block of Bank Street which is now framed by the Library on one side and an office building (which is proposed for redevelopment) on the other. Combined, these improvements would draw pedestrians to and from Green Street, down Bank Street, to the Riverfront. It would also help incentivize redevelopment of key parcels of and facing Bank Street, such as Bank at River Street, that are so critical to making the connection between Downtown and the Riverfront work.



## MOVING FORWARD

- **Obtain Site Control**
  - Permission and MOU
- OR
- Donate portion of property to Town of Snow Hill



# Worcester County Sheriff's Office

*Matthew Crisafulli*  
Sheriff



*Nathaniel J. Passwaters*  
Chief Deputy

August 9, 2024

Mr. Weston Young  
Chief Administrative Officer  
Worcester County, Maryland

RE: Personnel Conversion & Supervisory Request

Sir,

On behalf of Sheriff M. Crisafulli, we are respectfully requesting to be placed on the Commissioner Meeting agenda scheduled for August 20, 2024. Sheriff Crisafulli and staff have been extensively evaluating the staffing needs for the Worcester County Sheriff's Office to ensure that we continue to provide exceptional services.

As you know, a portion of the sworn staff of this agency are part-time positions. Typically, our part-time positions are filled with applicants who are retired from other law enforcement agencies and are subsequently assigned to courts and some in our schools. Unfortunately, we have experienced a significant decline in applicants for part-time sworn positions. Currently we have two vacant part-time positions that were recently vacated due to retirement / resignations that were assigned to the schools.

Last school year, due to staffing challenges, which included medical leave, the Worcester County Sheriff's Office was charged with staffing 561 vacant assignments, directly related to the schools which included after school activities as well. As a result, a total of \$173,554.54 dollars in overtime was expended to fill these vacant assignments, however \$151,857.00 was reimbursed to Worcester County through grant funding, leaving a balance of \$21,697.54 paid from the FY24 WCSO budget.

These two vacant part-time positions are currently budgeted for 1714 hours and 1868 hours, including benefits. The total cost to convert these two part-time positions to full-time would not exceed \$11,493.04. Having these positions converted to full-time would certainly help to minimize the amount of overtime expended. As you are aware, safety in our schools is one of Sheriff Crisafulli's top priorities and by converting these two positions this would fill all vacancies in our school safety division.

In addition to this request, we have conducted a thorough analysis of investigative resources at the Worcester County Child Advocacy Center, hereinafter referred to as the CAC. Our CAC investigative inquiries are increasing and is requiring additional supervision and case




management. There is currently one Sergeant and one Corporal that is supervising and managing all criminal cases from the Worcester County Bureau of Investigation and the CAC. As you may know, any criminal investigations that come out of the Worcester County Bureau of Investigation and CAC are often lengthy and require significant resources. We are respectfully requesting funding in the amount of \$7,404.80 to elevate a current Detective to the supervisory rank of Corporal. This will allow direct supervision at the CAC and Worcester County Bureau of Investigation to both report to the Sergeant. This will certainly increase oversight and enhance the work product to secure a successful prosecution.

Sheriff Crisafulli understands the importance of being responsible stewards of taxpayer funds and has tasked his staff to evaluate various options to proceed in the most cost-effective manner. The total funding request for the conversions of two part-time Deputies and to full-time and to elevate a current Detective to the supervisory rank of Corporal would be \$18,897.84. After further review of the WCSO FY25 budget, it is determined that the cost of the request can be absorbed within this current budget.

Sheriff Crisafulli is respectfully requesting your approval for the reclassification of the specified positions utilizing current budgeted funds. Sheriff Crisafulli would like to recognize the unprecedented positive and productive working relationship that the Worcester County Sheriff's Office has with the County Commissioners and Administration. The success of the Worcester County Sheriff's Office can be directly attributed to this working relationship.

Sheriff M. Crisafulli and/or his designee will be available to answer any questions or concerns brought forth by the Commissioners.

Respectfully submitted,



Chief Deputy Nathaniel J. Passwaters  
Worcester County Sheriff's Office





## Worcester County

Government Center

Department of Human Resources  
One West Market Street, Room 1301  
Snow Hill, Maryland 21863-1213  
410-632-0090  
Fax: 410-632-5614

STACEY E. NORTON  
Human Resources Director

PAT WALLS  
Deputy Director

**To:** Weston Young, Chief Administrative Officer  
**From:** Stacey Norton, Human Resources Director  
**Date:** August 14, 2024  
**Subject:** Request for 3 New Positions in Emergency Services

Emergency Services are requesting 3 new positions below:

Job Title	Grade/Step	Starting Salary Range	Benefits .5467	Grade/Step	Ending Starting Salary Range	Benefits .5467	Total
Assistant Chief of Electronic Services	Non-Classified	\$75,000	\$41,003	Non-Classified	\$100,000	\$54,670	\$116,003 - \$154,670
Emergency Communication QA/QI Specialist	Grade 18/1	\$49,899	\$27,280	Grade 18/5	\$55,078	\$30,111	\$77,179- \$85,189
Outreach Specialist	Grade 15/1	\$43,118	\$23,573	Grade 15/5	\$ 47,570	\$26,007	\$66,691- \$73,577
Total							\$259,873 - \$313,436

These positions are not included in the FY 25 budget and the salaries and benefit expenses will be an over expenditure. The salary will be determined based on the candidate's education, skills, and experience so that is why a range is listed above. They are not requesting any new vehicles and can cover the expenses for uniforms, phones, computers, etc. in their FY 25 budget.

Ocean City has an Electronic Services Manager with a salary range of \$91,528 - \$144,723.

Wicomico County has a Radio Systems Manager with a salary range of \$64,821 to \$89,006.

Caroline County, Dorchester County, and Talbot County do not have any of these positions.

I look forward to discussing these new positions at the August 20, 2024, meeting.

Attachments

CC: Matt Owens, Fire Marshal and Director of Emergency Services  
James Hamilton, Deputy Director of Emergency Services

**Citizens and Government Working Together**

## Worcester County Job Opportunities

**DEPARTMENT:** EMERGENCY SERVICES DEPARTMENT  
**JOB TITLE:** ASSISTANT CHIEF – ELECTRONIC SERVICES DIVISION  
**SALARY/GRADE:** NON-CLASSIFIED \*SALARY DEPENDENT ON QUALIFICATIONS

**JOB SUMMARY:** This manager-level position will be responsible for the Electronic Services Division of the Department of Emergency Services providing management and supervision of personnel and programs. The Electronic Services Division is responsible for two-way radios communications, wireless spectrum management, telephony and 9-1-1 call handling equipment, the Emergency Services IP Network, and Worcester County's broadband government network (WCPN). This position reports to the Deputy Director.

**GENERAL REQUIREMENTS:**

- Essential personnel and subject to emergency call-back with little or no notice
- Must be able to work day shift, evening shift, and/or weekends as needed for emergencies, training or special events
- Safety Sensitive position requiring drug and alcohol testing
- Pre-employment background check, possession of a valid driver's license, and a motor vehicle history with less than 4 points.
- Normal schedule in the office is Monday-Friday 8:00am-4:30pm

**ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:**

- Manages and oversees the maintenance and operation of two-way radio systems by Worcester County Government including the county wide Worcester County public safety and public service P25 radio system.
- Serves as the Authority having jurisdiction subject matter expert and lead for issues related to applicable codes involving emergency communication coverage.
- Manages and oversees the maintenance and operation of the countywide public safety outdoor warning system.
- Manages and oversees the maintenance and operation of the Next Generation 9-1-1 Call Handling Equipment and Emergency Services IP Network (ESInet).
- Manages and oversees the maintenance and operation of public safety applications systems including Computer Aided Dispatch, Fire Department Records Management, and other applications.
- Manages and oversees the maintenance and operation of the Worcester County Public Network (WCPN) a broadband fiber optic and microwave MPLS network carrying critical public safety and government data.
- Manages and oversees mapping and geospatial needs of the Department.
- Supervises and directs the work of Electronic Services Specialists.
- Specifies equipment, develops scopes of work, and produces and evaluates Requests for Proposals of large public safety technology projects.
- Performs project management and coordination activities related to complex public safety technology projects.
- Functions as the primary wireless spectrum manager for Worcester County Government including managing FCC licenses.
- Leads the Worcester County Land Mobile Radio Support Team.
- Represents Worcester County on FCC Region 20, before the State of Maryland Radio Control Board, and other bodies as assigned and directed.
- Communicates with departments and agencies with the County, State, and Federal Government on a regular basis.
- Composes, maintains, and distributes confidential and non-confidential correspondence and reports.
- Ensures confidentiality of documents/information and use of discretion when handling sensitive and privileged information.
- Complies with safety programs, procedures, training, fire drills, etc. and works safely.
- Adheres to the Worcester County Government Personnel Rules & Regulations
- Performs other related duties as directed by the Deputy or Director of Emergency Services.

## **QUALIFICATIONS AND SKILLS:**

- A bachelor's degree from an accredited institution in Public Administration, Emergency Management, Fire Science, Electrical Engineering, Information Technology or a related field is preferred. Education, training and/or work experience may be substituted on a year-for-year basis in lieu of a bachelor's degree.
- Minimum of five years' experience managing public safety technology systems.
- Minimum of five years' experience in a leadership or supervisory position.
- Minimum of five years' experience in managing projects and vendors
- In-depth knowledge of public safety voice and data technologies.
- FCC General Radio Telephone Operators License, Certified Electronics Technician, and server and networking certifications preferred.
- Exceptional oral and written communication skills.
- Within 36 months of appointment must obtain Communications Unit Leader and Communications Technician NQS qualification.
- Willingness to assume responsibility regardless of the source or nature of the issue and motivate others to provide superior customer service to employees and citizens
- Ability to read, analyze and interpret job relevant materials & tools including financial reports, spreadsheets and legal documents
- Ability to develop complex scopes of work and evaluate complex proposals.
- Ability to perform complex project management activities.
- Ability to define problems, collect information, objectively establish facts and draw valid conclusions necessary for recommendations and/or implementation of appropriate action.
- Ability to inspire, lead, coordinate, and supervise a team of professionals to achieve high performance outcomes.
- Establish and maintain harmonious working relationships with staff, other agencies, and the public using tact, discretion, sound judgment, and professionalism
- Proficient computer skills in Microsoft Word, Excel, and PowerPoint
- Composes confidential and non-confidential correspondence and maintain confidentiality
- Ability to follow verbal and written instructions; keep records and logs; complete written forms accurately
- Ability to apply acquired knowledge to increasingly varied and complex tasks.
- Ability to meet deadlines timely
- Ability to work with and carry-out the directive and policies of the County Commissioners and work harmoniously with other officials, agencies, public, and employees.
- Ability to work effectively with little supervision and minimal direction
- Ability to work in a fast-paced environment with interruptions
- Self-starter that takes initiative and has a sense of urgency
- Must have a team-oriented work ethic and ability to collaborate.
- Valid driver's license and driving record of less than 4 points (MD).

## **SAFETY ANALYSIS:**

*(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (>75% of the time)*

Frequent sitting, viewing and typing. Occasional operation in noisy, dusty, and hot/cold environments including working near work at height and water hazards. Occasional to frequent exposure to electrical and radio frequencies hazards. Ability to work outside in all types of weather condition. Ability to lift up to 50 pounds. Rare to occasional exposure to unforeseen hazards associated with emergency and disaster scenes.



## Worcester County Job Opportunities

DEPARTMENT: EMERGENCY SERVICES  
 JOB TITLE: EMERGENCY COMMUNICATIONS QA/QI SPECIALIST  
 COMPENSATION: GRADE 18/STEP 1 \$23.99 HOURLY/\$49,899 ANNUALLY –  
 GRADE 18/STEP 5 \$26.48 HOURLY/\$55,078 ANNUALLY

APPLICATION PERIOD: UNTIL FILLED

**JOB SUMMARY:** The Quality Assurance and Quality Improvement Specialist is a specialized professional position in compliance and analytics. The primary responsibility is to review and monitor calls and radio transmissions handled by Worcester County Public Safety Answering Point to ensure policy and protocol compliance, excellent customer service and industry standards are met. This position reports directly to the Public Safety Communications Manager.

**MARYLAND STATE RETIREMENT:** This position will automatically participate in the Maryland State Retirement System. Membership is mandatory for employees that work over 500 budgeted hours in the fiscal year. As a member, 7% of your budgeted annual salary will be calculated, divided by 26 and deducted from your biweekly paycheck and sent to your account at Maryland State Retirement System.

**GENERAL REQUIREMENTS:**

- Safety Sensitive position requiring Drug and Alcohol Testing
- Pre-employment background, psychological check, and motor vehicle history
- Normal work schedule in the office is Monday-Friday 8:00am-4:30pm but may require evening or weekend work as needed

**ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:**

- Responsible for the overall administration of Quality Assurance and Quality Improvement Program for the Communications Division.
- Chairs the Worcester County Communications Dispatch Review Committee and actively participates in the Worcester County Communications Dispatch Steering Committee.
- Completes quality assurance reviews on 9-1-1 and administrative telephone, radio, and computer aided dispatch records.
- Writes comprehensive reports and addendum related to quality assurance matters including monthly and quarterly statistical data and compliance reports.
- Provides recommendations related to continuous improvement processes in coordination with the Communications Manager for Training.
- Provides recommendations to the Communications Manager related remedial training of staff.
- Assist with identifying any needed training classes identified through the QA program
- Ensures departmental compliance with adopted policies, procedures, and standards of the Communications Division.
- Apprises supervisors of calls for services of a serious or unusual nature and exemplary or noncompliant performance.
- Assists with the development and delivery of training programs for the Communications Division as directed.
- Maintain a database of all QA reviews
- Responsible for developing a pathway to accreditation as an Accredited Center of Excellence with the International Academy of Emergency Dispatch and maintaining that accreditation.
- Maintains currency as an Emergency Communications Specialist and may be assigned to the communications center as needed.
- Adhere to the Worcester County Government Personnel Rules & Regulations and Department Policies
- Ensures confidentiality of information and records, and complies with record retention schedule
- Complies with the safety programs, procedures, training, fire drills, COOP plans, etc.
- Performs other related duties as required by the Communications Manager and chain of command.

**QUALIFICATIONS AND SKILLS:**

- Minimum of a high school diploma or equivalent
- Minimum of five years of communications experience in a center providing medical, fire, and police call-taking and dispatching services.
- Minimum of three years of supervisory experience
- Must have or acquire the following certification within 3-months of employment: International Academies of Emergency Dispatch Medical, Fire, Police and Quality Assurance Specialists Certificates, and Cardiopulmonary Resuscitation.

## ITEM 10

- Must have a working knowledge of national standards and best practices related to emergency communications centers in general and quality assurance practices in particular.
- Must be computer literate and have computer skills including Microsoft products and word processing software.
- Must have basic typing skills including the ability to type 35 words per minute.
- Demonstrate exceptional work ethic and be able to demonstrate and maintain good judgement
- Have outstanding problem-solving skills
- Have high level of oral and written communication skill, including the ability to articulate ideas, concepts, findings and results
- Ability to hear, understand and distinguish speech in the English language
- Must be able to work with minimal supervision
- Ability to deal tactfully, professionally and respectfully with co-workers and personnel from various government and public safety organizations
- Possession of a valid driver's license and driving record with less than 4 points. Must provide a copy of the driving record

### **SAFETY ANALYSIS:**

*(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (>75% of the time)*  
Sedentary work; Constant sitting, viewing; Frequent talking, hearing; Occasional pushing, pulling, carrying, lifting up to 10 lbs. No known significant hazard risk.

## Worcester County Job Opportunities

**DEPARTMENT:** EMERGENCY SERVICES  
**JOB TITLE:** OUTREACH SPECIALIST  
**COMPENSATION:** GRADE 15/STEP 1 \$20.73 HOURLY/\$43,118 ANNUALLY –  
 GRADE 15/STEP 5 \$22.87 HOURLY/\$47,570 ANNUALLY

**APPLICATION PERIOD:** UNTIL FILLED

**JOB SUMMARY:** The Outreach Specialist serves as the public face of the Department of Emergency Services. This position conducts active outreach for the Department of Emergency Services. This position also provides public education during outreach events related to safety and emergency preparedness in conjunction with other divisions of the department. This position reports to the Deputy Director of Emergency Services and works in close collaboration with the Communications Manager, Emergency Preparedness Manager, Volunteer Fire Companies and the Human Resources Department.

**MARYLAND STATE RETIREMENT:** This position will automatically participate in the Maryland State Retirement System. Membership is mandatory for employees that work over 500 budgeted hours in the fiscal year. As a member, 7% of your budgeted annual salary will be calculated, divided by 26 and deducted from your biweekly paycheck and sent to your account at Maryland State Retirement System.

**GENERAL REQUIREMENTS:**

- This safety sensitive position requires Drug and Alcohol Testing.
- Essential employee subject to emergency call-back with little or no notice.
- Pre-employment background, psychological check and motor vehicle history
- Normal schedule is 8:00am – 4:30pm Monday through Friday with evenings or weekends as required to attend events.

**ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:**

- Responsible for the overall administration of a comprehensive outreach program;
- Promotes a culture of diversity to include engaging with underrepresented groups to develop whole community partnerships;
- Coordinates with and supports, but does not supplant or replicate the efforts of, the Worcester County Human Resources Department;
- Coordinates with and supports, but does not supplant or replicate the efforts of, the Volunteer Fire Departments of Worcester County on matters related to outreach;
- Coordinates with and supports, but does not supplant or replace the efforts of, the Fire Marshal's Office and volunteer fire departments of Worcester County as it relates to fire and life safety public education;
- Represents the Worcester County Department of Emergency Services as the primary individual to coordinate and staff community events for the purposes of public education and community outreach as it relates to 9-1-1, Emergency Management, and general community safety;
- Schedules outreach activities at community events, develops public relations activities, and works with media, local businesses, schools, civic organizations, and other community groups;
- Develops and maintains an annual calendar of events for outreach;
- Develops outreach strategies in partnership with departmental divisions and the volunteer fire service;
- Assists the Emergency Management Division with the coordination of volunteer resources and voluntary agencies in disasters;
- Assists the Emergency Management Division with public facing components of StormReady, FireWise, and similar programs;
- Assists the Emergency Communications Division with the development and delivery of public 9-1-1 educational programs;
- Maintains inventory and functionality of equipment and materials used for public outreach;
- Coordinates and assists with the facilitation of community engagement programs such as Community Emergency Response Team training, CPR Training, and general community life safety programs;
- Communicates clearly, concisely, and professionally
- Represents the county professionally with integrity
- Complies with safety programs, procedures, training, fire drills, COOP plans, etc. and works safely
- Ensures confidentiality of information and records and complies with record retention schedule
- Adheres to Worcester County Government Personnel Rules & Regulations
- Serves as a back up to other staff as needed
- Performs other duties as assigned by the chain of command.

**QUALIFICATIONS AND SKILLS:**

- Minimum of a high school diploma or equivalent required
- Bachelor's degree in a Human Resources, Emergency Management, Communications, or Marketing field plus 2 years' experience in these areas or an equivalent combination of education and experience preferred
- Experience in 9-1-1 Communications, Emergency Management, and Fire/EMS preferred
- Experience with Community Emergency Response Teams preferred
- Experience in the development and delivery of community outreach programs preferred
- Experience in the development and execution of employer or volunteer recruiting efforts preferred
- Shall have or obtain within 1-year of hire certifications in NFPA Public Fire & Life Safety Educator I & II, Basic Public Information Officer, CPR Instructor, and CERT Program Manager.



## ITEM 10

- Demonstrated ability to work in an effective, patient, and respectful manner with internal and external stakeholders.
- Program development experience preferred
- Excellent written and oral communication skills to include developing written marketing materials and public speaking.
- Ability to clearly and effectively communicate educational material to a wide range of age groups and audiences.
- Ability to effectively communicate the benefits of county employment, volunteerism, and living and working in Maryland's Coast.
- Possession of a valid driver's license and driving record with less than 4 points. Must provide a copy of the driving record
- Exceptional oral and written communication skills necessary to successfully perform job duties; establish and maintain harmonious working relationships with staff and the public using tact, discretion and sound judgment.
- Exceptional organizational skills with a proven ability to multi-task
- Excellent time management skills with a proven ability to meet deadlines
- Proficient in Microsoft Office applications
- Able to create and maintain spreadsheets
- Able to focus on the details to ensure processes are followed correctly and accurately
- Able to follow instructions and work as directed
- Able to work independently and as part of a team
- Able to work in a fast-paced environment with multiple distractions
- Able to be trusted
- Able to accept feedback and take corrective action
- Able to accurately explain benefits to applicants
- Self-starter, pro-active, and ability to work with little direction

### **SAFETY ANALYSIS:**

*(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (>75% of the time)*

Frequent sitting, standing, viewing; Frequent talking, hearing; Occasional pushing, pulling, carrying, lifting to 50 lbs. Must be able to work outside in different weather conditions.



### Town of Ocean City

Job Title: Electronic Services Manager	Department: Emergency Services
Reports To: Emergency Services Director	FLSA Status: <b>Exempt</b>
Grade: 125	NeoGOV Job Code:
Approved By: Emergency Services Director	Update Approved: June 8, 2023

#### SUMMARY

Responsible for the administration, management and maintenance of the Town of Ocean City Trunked Communication system infrastructure, to include the 911 PSAP console and alerting systems, paging stations, microwave and network systems, fire station and siren systems, logging recording systems, and management and maintenance of all city departments base, hand held, and mobile radio equipment.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Maintains database of all government radios and assists in equipment operation.
- Performs preventative and emergency maintenance to the Ocean City six (6) channel three (3) site APCO phase 2 P25 digital/encrypted simulcast system and six (6) channel multi-site system. Assists in the support and maintenance of the shared Worcester County radio network infrastructure: the eight (8) channel six (6) site APCO P25 phase 2 digital/encrypted simulcast system.
- Maintains two (2) comprehensive Network switching centers to ensure radio system network operation and fault tolerance.
- Performs preventative and emergency maintenance to the Ocean City and Ocean Pines two (2) channel OpenSky 900MHz system used to support SCADA and other data application systems.
- Maintains the systems microwave network for connection to all tower sites.
- Manages five (5) equipment sites that house essential components to operate the communication systems; to include HVAC and UPS power systems, as well as 48VDC power systems including backup batteries, tower lighting systems, security systems and Emergency Generators.
- Manages and maintains the fire department paging system, members' pagers and fire siren systems.
- Maintains the fire station alerting system and PA Equipment required to alert crews while in the station.
- Maintains all fire apparatus Intercom and headset systems.

- Designs, constructs, manages and maintains hard patches with Ocean City Airport Unicom system, Delaware police and fire agencies, Coast Guard, and MSP Medivac helicopters.
- Manages volatile interference and environmental spectrum noise that compromises emergency communications.
- Consults and advises government management on wireless companies and others requesting to construct radio transmitters in the Ocean City area.
- Assists the State of Maryland in responding to and repairing the Worcester County / Ocean City portion of the State microwave and/or fiber network to ensure connection to the Ocean City / Worcester County portion of the system.
- Manages and operates a drive in repair shop, laboratory, parts inventory and maintenance records.
- Maintains the FCC LICENSE held and used by Ocean City government.

## **SPECIAL ASSIGNMENTS**

Duties as assigned to include communication planning and support of Town sanctioned Special Events.

## **SUPERVISORY RESPONSIBILITIES**

Directly supervises the "Electronic Technician / Emergency Equipment Specialist" position. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Coordinate scheduled service and emergency repair on system infrastructure and site related equipment.

## **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must be fluid in basic windows computer operations and have IP network knowledge and understanding.

## **EDUCATION and/or EXPERIENCE**

- A minimum of ten (10) years of experience in the radio system and communication field, and extensive knowledge/understanding of two-way radio theory and P25 simulcast communications systems.
- Experience with the Harris infrastructure and/or the P25 platform is highly desirable.
- Knowledge of LAN based protocols including TCP/IP and networking technologies.
- Knowledge of principles, practices, methods, terminology and trends in communications engineering including the fields of radio frequency allocations, electromagnetic wave propagation, and radio frequency field strength measurements and tolerances.
- Knowledge of fiber optics, computers, digital communications processors, servers, programming, applications, software, and hardware related to radio communications.



- Knowledge of radio theory, programming formats and protocols and radio frequency propagation for trunked radio and mobile data systems.
- Knowledge of FCC and FAA rules and regulations as they affect the operation of licensed radio systems with registered tower transmission locations and facilities.
- Ability to use sophisticated test equipment including multi-meters, oscilloscopes and a spectrum analyzer.

**LANGUAGE SKILLS:** Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. The ability to write reports, business correspondence, and procedure manuals; as well as the ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

**MATHEMATICAL SKILLS:** Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

**REASONING ABILITY:** Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**CERTIFICATES, LICENSES, REGISTRATIONS:** Valid Class C driver's license and good driving record required. Two-years of education and a degree from an accredited college, and/or a certificate from a technical school. An equivalent combination of education and experience may be considered. A candidate who possesses the FCC General Radiotelephone Operator License or an equivalent industry certification is desirable.

**OTHER SKILLS AND ABILITIES:** Must be able to identify and replace small parts in equipment. Must have excellent hearing and vision to perform testing and maintenance of equipment.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; use hand to finger, handle, or feel objects, tools, or controls; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee is occasionally required to walk, sit, climb or balance, and smell. The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to

perform the essential functions. While performing the duties of this job, the employee base location is in a heated shop area of the Electronic Services Division. However, the employee frequently works in outside weather conditions, and is frequently exposed to toxic or caustic chemicals, extreme cold, and extreme heat. The employee occasionally works in high, precarious places; occasionally exposed to wet and/or humid conditions; regularly exposed to fumes or airborne particles, risk of electrical shock, and risk of radiation, as well as vibrations near moving mechanical parts. The noise level in the work environment is usually moderate. All duties will normally be performed during a five day, 8-hour work shift per week with the understanding the schedule may vary based on need. Position requires occasional travel for factory training and seminars.

**24 HOUR CALL SCHEDULE & AFTER HOURS RESPONSE:** Employees of the Electronic Services Division will be subject to recall and emergency after-hours response. The on-call schedule will be managed by Electronic Services Manager and approved by the Emergency Services Director. Employee(s) will be available by phone, text or email at all times, and while actively serving on-call status, be ready to answer questions and/or respond when necessary to confirm, manage, mitigate or restore to normal the public safety radio system infrastructure, including the Communications Center's dispatching of Police, Fire and EMS calls. A government issued cell phone, computer and service vehicle are provided to support the function of this position including emergent after-hours response.

**Wicomico County**  
**JOB DESCRIPTION****Manager Radio Systems**  
**Grade: M39**

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**Department: Emergency Services**  
**Date: 07/2022**

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**Job Summary:** Manages and coordinates the County's 800Mhz P25 Radio System. Oversees and directs the overall functionality of the system. Responsible for both Hardware, Software and any and all other associated equipment and or licenses, which allows total operation of the system. Assist Director and Deputy Director of the Emergency Services Department with the budget for both the operation of and capital improvements of the radio system. The Radio Systems Manager, functions as the supervisor of the Radio Division of the Department of Emergency Services. The Radio Systems Manager answers directly to the Director and or Deputy Director of Emergency Services.

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**Essential Functions:**

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Manages and coordinates the operation of the County's 800Mhz P25 Radio System. Repair and maintenance to other County Vhf, Uhf and wireless equipment. Responsible for both hardware, software and all other associated equipment and or licenses, which allows total operation of the radio system.
  2. Oversees and directs the overall functionality of the system to include system upgrades. Responsible for system "troubles" and repairs. Assists with emergency management efforts/activities to include EOC operations and deployment of the mobile command post as needed. .
  3. Proposes budgets for both the operation of and capital improvements of the radio system. Monitors expenditures, effectively using budgeted funds, personnel, materials, facilities, and time.
  4. Supports the development of short and long range radio communications plans: Gathers, interprets, and prepares data for studies, reports and recommendations.
  5. Responsible for installation and maintenance of all radio system communications electronics and radio equipment. Oversees programming of radio equipment.
- 

**Required Knowledge, Skills, and Abilities:**

County employees are expected to perform or possess the following:

1. Extensive knowledge of radio communications technology.
2. Extensive knowledge of electronics.
3. Ability to read and understand schematic and logic diagrams.
4. Extensive knowledge in the operation, maintenance and support of 800 Mhz trunked radio systems, simulcast paging systems, related software operation and device programming and repair.

5. Must be verse in ability to troubleshoot problems, identifying promptly, reacting quickly and effectively using resources available and assuring minimal down times and quick repair.
  6. Must have technical ability to do repairs, installs and programming within radio systems.
  7. Must be well versed in Emergency Generator usage, performances and maintenance.
  8. Must be proficient in computer skills.
  9. Excellent in writing, planning and negotiating skills.
  10. Must be proficient in FCC requirements, advances and laws.
  11. Ability to work well with user agencies, public and private officials and administrations.
- 

### **EDUCATION AND EXPERIENCE**

1. Associate's Degree.
2. Extensive experience in radio communications technology and electronics.
4. Hold current FCC License, NABER or APCO Certification

A comparable amount of training and experience may be substituted for the minimum qualifications.

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**FLSA Statue:** Exempt

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### **Physical and Environmental Conditions:**

Must have the use of sensory skills in order to effectively communicate and interact with other Employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to personal computer, calculator, copier, and fax machine. Position requires standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Excessive physical labor can be required to accomplish task at hand.

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### **Special Requirements:**

Appropriate class driver's license to drive department vehicles.

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The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential task.





Worcester County Government

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## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: August 20, 2024  
RE: Request to Contract – Slurry Seal County Roads

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The Department of Public Works is requesting approval for County Roads to piggyback off Howard County's contract with Slurry Pavers for the application of slurry seal on county roads at a price of \$3.25/square yard. Howard County competitively bid these services for a one-year term with five one-year renewal options. Their total estimated contract over those six years is \$34,000,000. By utilizing this existing Contract, the county will take advantage of Howard County's increased buying power and allow work to start in the fall versus late fall or potentially next spring. The planned list of roads to be slurry sealed is attached.

Funding in the amount of \$1,000,000.00 for the purchase of slurry seal was approved in the current FY25 operating budget in the general fund account 100.1202.6140.010.

Should you have any questions, please feel free to contact me.

# ITEM 11

Road Name	Length	Width	Sq. Yards	
Salt Point Grass Road	6,011	18	12,022	
North Piney Point Road	4,160	20	9,244	
Blueberry Road	15,430	16.5	28,288	
Donaway Road (Blueberry - RT.610)	2,525	16	4,489	Crack Seal/Slurry
Donaway Road (RT.610- RT.610)	3,836	16	6,820	
Tull Road	7,882	16	14,012	
Fooks Road	15,132	18.5	31,105	
Davis Road	3,336	16	5,931	
Timmonstown Road	14,600	18	29,200	
Barrett Road	826	18	1,652	
Pin Oak Drive	834	24	2,224	
Greenbriar Drive	1,230	24	3,280	
Massey Xing Road	3,954	18	7,908	
Bishop Lane Road	2,708	18	5,416	
Murray Road	6,690	18.5	13,752	
Narrow Branch Road	1,068	18	2,136	
Burbage Road	3,204	18	6,408	
Daye Girls Road	3,613	18	7,226	
Muskrattown Road	5,713	18	11,426	
Brant Road	898	20	1,996	
Logtown Road (South of Rt.50)	8,640	18	17,280	
Savage Road	652	16	1,159	
Pine Rest Drive	532	16	946	
Goody Hill Road	4,602	20	10,227	
Mason Road	5,210	17	9,841	
Mason Road	3,680	16.5	6,747	
Deer Park Drive	3,278	22	8,013	
Doe Drive	1,416	20	3,147	
Porfin Drive	2,266	18	4,532	
Bethards Road	11,858	18	23,716	

**290,143**



3617 Nine Mile Road  
Richmond, Virginia 23223  
(804) 264-0707

Kevin Lynch  
Worcester County Roads Division  
5764 Worcester Highway  
Snow Hill, MD 21863

Kevin,

As per our recent discussions, Slurry Pavers, Inc. is pleased to extend our offer to Worcester County the opportunity to piggyback a current contract that we have in effect with Howard County to accomplish the planned Micro Surfacing project for FY '25 in the County. As mentioned, this is an extension of the offer that we had in place with you for FY '24. The contract (Contract No. 440004427, Capital Project No, H-2011, Micro Surface Program) was bid on July 28, 2021 and the Notice to Proceed was awarded on November 5, 2021.

This is a multi-year agreement and we are currently in the 3<sup>rd</sup> of 5 possible renewals. While this contract is subject to adjustment based on any CPI increases, and as we discussed previously, the granted increase of 2.3% on all unit prices was not enough to cover other material and cost increases that we incurred since the previous renewal. Therefore, this year we will need to include the Pay Item for Mobilization shown in the documents that we have provided. Worcester County was not charged for this item in FY '24.

Also discussed were the only other things that can affect the unit costs at billing would be the fluctuation in the posted monthly Asphalt Index and the number of flagging personnel required on a daily basis. Any potential increases in unit costs due to these items would be very small. As I shared with you, these potential increases would bring the unit cost for Micro Surfacing to approximately \$3.25/Square yard.

All of the information above is included in the Contract Documents that have been provided. We are once again excited about the possibility to work with you and Worcester County. If there are any further questions, please let me know.

Sincerely,

Chuck Ingram  
Slurry Pavers, Inc.



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | [www.PlayMarylandsCoast.org](http://www.PlayMarylandsCoast.org)

## MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer  
FROM: Kelly Rados, Director of Recreation & Parks  
DATE: August 12, 2024  
SUBJECT: 2025 Worcester County Fair Dates

---

With the success of the 2024 Worcester County Fair this past weekend, our Department would like to go ahead and set the dates for the 2025 Fair. We are proposing the same weekend next year, with the dates August 8 – 10, 2025 at John Walter Smith Park/Worcester County Recreation Center.

Locking in these dates now will allow us to start the planning process earlier and lock-in vendors, entertainment, sponsors, and new attractions and opportunities for next year.

Our Department plans to continue our relationship with the current Fair Board and working to help strengthen their board and member/volunteer base. We plan to have them to continue to serve in an advisory capacity in regard to planning of the Fair.

We will provide a detailed report on this year's Fair to the Commissioners in the next coming weeks. This will include an actual budget, foot traffic insights, attendance numbers, etc. The next Fair Board meeting is scheduled for Thursday, September 5 at 6:00 p.m. at the Recreation Center. Recreation & Parks staff will be holding our post event Fair meeting on Wednesday, September 11 at 10:00 a.m. to discuss this year's fair and begin to plan for next year. We also welcome any input from the Commissioners and Administration on this year's event.

cc: Jacob Stephens, Deputy Director of Recreation & Parks





Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | [www.PlayMarylandsCoast.org](http://www.PlayMarylandsCoast.org)

## MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: August 13, 2024

SUBJECT: Alyosha Discussion

---

We have received a request from Steve Butz owner of the Alyosha, in revisiting the opportunity of a lease agreement at the West Ocean City Commercial Harbor to dock his boat for his catamaran business. He is asking for a long term (5 year) lease commitment and is willing to pay significantly more than his original lease agreement. In addition to docking his boat, he would be loading and unloading his patrons at the location.

Our Department has discussed this and our suggestion would be to publicly bid out the governor's dock if the Commissioners would like to seek additional revenue at this location.

We feel the lease agreement opportunity should be put out to bid publicly, so that all interested parties have the same opportunity. We would include parameters on boat size, dates, etc.

The Governor's Dock would be a better option than the previous space due to it being a permanent T shaped pier with water and electric service already provided. The previous space used was closer to the boat ramp where people often prepare their boats for trailering. Our Department has been looking into the parameters of the Governor's Dock. It is our understanding that the State provided funding for the construction of the dock to be used by the Governor. The Governor at that time, or the state, had a yacht that was occasionally used. When the dock isn't being used by the Governor the county had discretion on who could use it. We haven't been able to find any documentation on this agreement as of yet. The County has since redone work at the Harbor using County funds, so I don't know that this agreement still holds.

The requests to use the Governor's Dock typically include Ocean City Boat Events, Maryland Coast Towing, Coast Guard, and DNR. The reservations from the last three years are attached.

I would be happy to discuss this information and answer any other questions at the August 20 Commissioner's Meeting.

cc: Jacob Stephens, Deputy Director  
Lisa Gebhardt, Recreation Facilities Superintendent

Worcester County Recreation & Parks  
West Ocean City – Governor’s Dock Reservations

## **2024**

- February 29, 2024 – March 7, 2024 / Bob Daley – OC Drawbridge Work
- April 29, 2024 – May 8, 2024 / Bike Fest
- June 5, 2024 – June 9, 2024 / Boat Race – O.C.
- July 1, 2024 – August 16, 2024 / Maryland Coast Towing
- October 9, 2024 – October 14, 2024 / Harbor Day

## **2023**

- May 4 – May 7, 2023 / Bike Fest
- July 1, 2023 – August 22, 2023 / Maryland Coast Towing
- October 9, 2023 – October 16, 2023 / Harbor Day

## **2022**

- May 2, 2022 – May 8, 2022 / Bike Festival
- June 20, 2022 – June 26, 2022 / Captain Hulmes
- July 1, 2022 – August 15, 2022 / Maryland Coast Towing
- October 10, 2022 – October 16, 2022 / Harbor Day
- October 17, 2022 – December 31, 2022 / Closed for Repairs



Worcester County Government

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## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
DATE: August 13, 2024  
RE: Health Department Regulations on Mobile Food Vendors

---

Both the Great Pocomoke Fair and Worcester County Fair took place over the weekend, and we received several complaints from frustrated food vendors who wanted to participate but ultimately backed out due to an inability or unwillingness to meet Worcester County regulations.

One of the more frequently cited issues is the requirement for National Sanitation Foundation (NSF), or equivalent, certification on the equipment as per the Code of Maryland Regulations section 10.15.03.15 *Food Equipment and Utensils*. These vendors allege that they can operate with local health department approval in Somerset and Wicomico counties, but are denied the ability to operate here without NSF certification. To compound the problem, both Accomack and Sussex counties have differing health regulations at their respective state levels.

After reading the state regulations, it appears that section B of 10.15.03.15 grants the approving authority, which in this case is the Worcester County Health Department, the ability to allow equipment without an NSF certification if it is not harmful to public health and is consistent with industry standards and practice. This is likely the section that our neighboring Maryland counties are using for the commercial and competition-grade smokers that are denied here.

We have requested Health Officer Becky Jones join us to discuss these issues.

Attachments:

Pages 2-6 – COMAR 10.15.03.15



## Maryland Division of State Documents

### **10.15.03.15**

#### **.15 Food Equipment and Utensils.**

**A.** The person-in-charge shall ensure that:

(1) Except as provided in §§A(2) and (14) and B of this regulation, food equipment meets one or more of the following design standards:

(a) National Sanitation Foundation (NSF) or equivalent sanitation certification from:

(i) The Etlsemko division of Intertek Group PLC (Intertek ETL SEMKO);

(ii) Canadian Standards Association (CSA); or

(iii) Underwriters Laboratories (UL);

(b) Baking Industry Sanitation Standards Committee;

(c) National Automation Merchandizing Association;

(d) International Association of Milk and Food Sanitarian's "3-A Sanitary Standards";  
or

(e) Another applicable published standard acceptable to the approving authority;

(2) When design standards conflict with State laws, codes, or regulations, the State laws, codes, or regulations are followed;

(3) Equipment and utensils are designed, constructed, and maintained to:

(a) Accomplish the intended and required functions;

(b) Protect food from internal and external contamination;

(c) Be durable under normal conditions and operations;

(d) Be resistant to:



- (i) Denting;
- (ii) Buckling;
- (iii) Pitting;
- (iv) Chipping;
- (v) Crazing; and
- (vi) Excessive wear;

(e) Have non-food contact surfaces where exposed to splash, food debris, or other soils that are:

- (i) Smooth;
- (ii) Washable; and
- (iii) Readily accessible;

(f) Withstand repeated scrubbing, scouring, corrosive action of food, cleansers, and sanitizing agents; and

(g) Prevent harboring of soils, bacteria, or pests:

- (i) In or on the equipment; and
- (ii) Between the equipment and other equipment, floors, walls, or supports;

(4) Materials used as food contact surfaces of equipment are:

- (a) Nontoxic;
- (b) Unable to contaminate or be absorbed by food under the conditions of use;
- (c) Non-porous and nonabsorbent; and
- (d) Except for the use of cast iron as a food contact material if the surface is to be heated, corrosion resistant;

(5) Food contact surfaces of equipment and utensils are designed, constructed, and maintained to be:

- (a) Smooth;
- (b) Easily cleanable;

- (c) In good repair;
  - (d) Free of difficult to clean internal corners and crevices;
  - (e) Self-emptying or self-draining if an interior surface;
  - (f) Visible or readily disassembled for inspection; and
  - (g) Readily:
    - (i) Accessible for manual cleaning without tools; or
    - (ii) Disassembled with the use of simple tools kept available near the equipment;
- (6) Equipment designed for pressurized cleaning-in-place is designed, constructed, and maintained to:
- (a) Fully circulate cleaning and sanitizing solutions through a fixed system in which the solutions will contact all interior food contact surfaces;
  - (b) Self-drain or otherwise completely evacuate all cleaning solutions; and
  - (c) Effectively clean and sanitize all food contact surfaces without disassembly;
- (7) Cutting blocks, bakers tables, and similar wood food contact surfaces are made from:
- (a) Hard maple; or
  - (b) Another material that is:
    - (i) Nontoxic;
    - (ii) Smooth; and
    - (iii) Free of cracks, crevices, and open seams;
- (8) Lubricants used on bearings and gears of equipment are food-grade;
- (9) Except for equipment that is portable, equipment that is placed on tables or counters is:
- (a) Sealed in place;
  - (b) Mounted on legs or feet at least 4 inches high; or
  - (c) Installed to allow cleaning of the equipment and adjacent areas;
- (10) Floor-mounted equipment is:
- (a) Elevated:

- (i) At least 6 inches above the floor; and
  - (ii) So that food contact surfaces are at least 18 inches above the floor; and
- (b) Placed so that there is sufficient space for cleaning between:
  - (i) Adjoining units; and
  - (ii) A unit and the adjacent walls;
- (11) The spaces between adjoining equipment are closed and sealed if exposed to seepage;
- (12) Aisles or working spaces between equipment and between equipment and walls are:
  - (a) Unobstructed and of sufficient width to permit employees to perform duties without contaminating food or food-contact surfaces by clothing or personal contact; and
  - (b) In a new facility or a facility that is remodeled, a minimum width of:
    - (i) 3 feet where food preparation occurs on only one side of the aisle;
    - (ii) 4 feet where food preparation occurs on both sides of the aisle and employees work back to back;
    - (iii) 5 feet where food preparation occurs on both sides of the aisle, employees work back to back, and other employees must pass through the area; or
    - (iv) Another width approved by the approving authority based on a review that indicates compliance with §A(12)(a) of this regulation;
- (13) Equipment is installed and located to limit the potential for cross-contamination of food;
- (14) When an existing piece of equipment ceases to operate:
  - (a) Equipment intended for temporary use is:
    - (i) Acceptable to the approving authority; and
    - (ii) In compliance with §A(3)—(8) of this regulation;
  - (b) Equipment is replaced:
    - (i) With equipment that meets the requirements of this regulation; and

(ii) Within 30 working days from the date the permanent replacement plan required in §A(14)(c) of this regulation is accepted by the approving authority; and

(c) The approving authority is provided plans for permanent replacement of the failed unit within 10 working days after the failure of the unit; and

(15) A vending machine containing potentially hazardous foods has an automatic control that prevents the machine from vending food:

(a) If there is a power failure, mechanical failure, or other condition resulting in an internal machine temperature that cannot maintain food temperatures as specified in Regulation .06B(7) of this chapter; and

(b) Until serviced and working properly.

**B.** The approving authority may allow the use of equipment that meets §A(3)—(10) of this regulation but fails to comply with §A(1) of this regulation if a review indicates the equipment and its use are:

(1) Not harmful to public health; and

(2) Consistent with industry standards and practice.



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 WEB: www.co.worcester.md.us



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 Joseph Mitrecic  
 Diana Purnell

OFFICE OF THE  
 COUNTY COMMISSIONERS  
**Worcester County**  
 GOVERNMENT CENTER  
 ONE WEST MARKET STREET • ROOM 1103  
 SNOW HILL, MARYLAND  
 21863-1195

WESTONS, YOUNG, P.E.  
 CHIEF ADMINISTRATIVE OFFICER  
 CANDACE I. SAVAGE  
 DEPUTY ADMINISTRATIVE OFFICER  
 ROSCOER, LESLIE  
 COUNTY ATTORNEY

August 8, 2024

To: Worcester County Commissioners  
 From: Karen Hammer, Administrative Assistant V  
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2024

**President Bertino – You have Three (3) positions open:**

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Judith Giffin – **Resigned** - Commission for Women

**Commissioner Purnell – You have filled all your positions, Thank you!**

**Commissioner Bunting - You have filled all your positions, Thank you!**

**Commissioner Abbott – You have One (1) position open:**

- Kathleen Palmer – **Resigned** – Commission for Women

**Commissioner Mitrecic – You have One (1) position open:**

- Bill Paul – **Resigned** – Building Code Appeals Board

**Commissioner Elder - You have filled all your positions, Thank you!**

**Commissioner Fiori - You have Eight (8) positions open:**

- Martin Kwesko - **Resigned** - Dec. 21- Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Deborah Stanley – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Gail Fowler – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

**All Commissioners:**

**(5)-Adult Public Guardianship Board-**

4- Terms Expiring Dec. 2023-attached summary in open session

1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

**(1)-Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway)**

**(2) -Local Development Council for the Ocean Downs Casino-**

2- Previously Expired Terms - **Mark Wittmyer At-Large -Suggested Replacement. Expired Term** David Massey (At-Large-Business O.P.),

**(2) – Property Tax Assessment Appeal Board – 1 regular member vacancy available and an alternate member vacancy available. Delegate Hartman has two recommendations. See attached.**

**(4) - Water and Sewer Advisory Council - Mystic Harbour** 3- (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) 1-Term Ended-Martin Kwesko

**(3)- Water and Sewer Advisory Council- West Ocean City-** 1 Term Ended-Dec. 21 – Keith Swanton 2 – Terms Expiring Dec. 2023, Deborah Stanley, Gail Fowler

**(3 - Total): Commission for Women:**

(3) Resigned -Elizabeth Rodier - (Fiori), Judith Giffin - (Bertino), Kathleen Palmer (Abbott) - Resigned

Please see attached interest letter and resume which was previously attached on March 5, 2024,

Mrs. Belinda Gulyas.

## ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory  
Perform 6-month reviews of all guardianships held by a public agency.  
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms  
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department  
1 member must be a physician  
1 member must be a psychiatrist from the local department of health  
1 member must be a representative of a local commission on aging  
1 member must be a representative of a local nonprofit social services organization  
1 member must be a lawyer  
2 members must be lay individuals  
1 member must be a public health nurse  
1 member must be a professional in the field of disabilities  
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

## Current Members:

<b><u>Member's Name</u></b>	<b><u>Representing</u></b>	<b><u>Years of Term(s)</u></b>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

\* = Appointed to fill an unexpired term

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory  
Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents  
- Two Members chosen from nominees of Worcester County Farm Bureau  
- One Member chosen from nominees of Worcester County Forestry Board  
- Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting  
- Jennifer Keener (410-632-1200)  
County Agricultural Extension Agent - As Consultant to the Board  
- Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

Michael Beauchamp (00-06)  
Phyllis Davis (00-09)  
Richard G. Holland, Sr. (00-12)  
Rosalie Smith (00-14)  
Betty McDermott \*(09-17)



**BUILDING CODE APPEALS BOARD**

**Reference:** PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland  
COMAR 05.02.07 (Maryland Building Performance Standards)  
- International Building Code, International Residential Code

**Appointed by:** County Commissioners

**Function:** Quasi-Judicial  
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

**Number/Term:** 7/4-year terms  
Terms expire December 31

**Compensation:** \$100 per meeting (by policy)

**Meetings:** As Needed

**Special Provisions:** Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

**Staff Contact:** Jennifer Keener, Director  
Development Review & Permitting (410-632-1200, ext. 1123)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
<b>Bill Paul</b>	<b>D-7 - Mitrecic</b>	<b>Ocean Pines</b>	<b>15-19-23 Resigned</b>
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27

**Prior Members:**

Robert L. Cowger, Jr. (92-95)  
Charlotte Henry (92-97)  
Robert Purcell (92-98)  
Edward DeShields (92-03)  
Sumei Prete (97-04)  
Shane C. Spain (03-14)  
Dominic Brunori (92-15)  
Richard P. Mueller (98-17)

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory  
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)  
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)  
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u> <u>At-Large Members</u>	<u>Years of Term(s)</u>
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24 - deceased
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27

<u>Ex-Officio Members</u>		
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

Advisory Members

## HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory  
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code.  
Review Housing Assistance Programs.

Number/Term 7/3-year terms  
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department  
Davida Washington, Housing Program Administrator - 410-632-1200

Ext: 1171

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Scott Tingle	D-4, Elder	Snow Hill	14-17-20-23-26

## Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)
William Lynch	Jamie Rice (03-07)
Art Rutter	Howard Martin (08)
William Buchanan	Marlene Ott (02-08)
Christina Alphonsi	Mark Frostrom, Jr. (01-10)
Elsie Purnell	Joseph McDonald (08-10)
William Freeman	Sherwood Brooks (03-12)
Jack Dill	Otho Mariner (95-13)
Elbert Davis	Becky Flater (13-14)
J. D. Quillin, III (90-96)	Ruth Waters (12-15)
Ted Ward (94-00)	John Glorioso (*06-19)
Larry Duffy (90-00)	Sharon Teagle (00- 20)
Patricia McMullen (00-02)	Davida Washington (*21-21)
William Merrill (90-01)	Donna Dillion (08-22)
Debbie Rogers (92-02)	C.D. Hall 10-22
Wardie Jarvis, Jr. (96-03)	Chase Church (*19-22)
	Jake Mitrecic (15-21)

**LOCAL DEVELOPMENT COUNCIL  
FOR THE OCEAN DOWNS CASINO**

**ITEM 15**

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory  
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194  
Roscoe Leslie, County Attorney, 410-632-1194

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	23-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19-23-27

**Prior Members:**

J. Lowell Stoltzfus ° (09-10)  
Mark Wittmyer ° (09-11)  
John Salm ° (09-12)  
Mike Pruitt ° (09-12)  
Norman H. Conway ° (09-14)  
Michael McDermott (10-14)  
Diana Purnell ° (09-14)  
Linda Dearing (11-15)  
Todd Ferrante ° (09-16)

**Since 2009**

Joe Cavilla (12-17)  
James N. Mathias, Jr. ° (09-18)  
Ron Taylor ° (09-14)  
James Rosenberg (09-19)  
Rod Murray ° (\*09-19)  
Gary Weber (\*19-21)

Charlie Dorman (12-19)  
Gee Williams (09-21)  
Bobbi Sample (17-23)



**PROPERTY TAX ASSESSMENT APPEAL BOARD**

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)  
 - Nominees must each fill out a resume to be submitted to Governor  
 - Nominations to be submitted 3 months before expiration of term

Function: Regulatory  
 - Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms  
 Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1365)

<u>Current Members:</u>	<u>Representing:</u>	<u>Term:</u>
Steven W. Rakow	Ocean Pines	*19-22 Resigned
Richard Ramsay	Snow Hill	*21-22 -27
Martha Bennett	Berlin	19-24

Prior Members: Since 1972

Wilford Showell	Joseph A. Calogero (04-09)
E. Carmel Wilson	Joan Vetare (04-12)
Daniel Trimper, III	Howard G. Jenkins (03-18)
William Smith	Robert D. Rose (*06-17)
William Marshall, Jr.	Larry Fry (*10-14 alt) (14-18)
Richard G. Stone	Richard Thompson (*18-21alt)
Milton Laws	Arlene Page 18-23
W. Earl Timmons	
Hugh Cropper	
Lloyd Lewis	
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	
Delores W. Groves (96-99)	
Mary Yenney (98-03)	
Walter F. Powers (01-04)	
Grace C. Purnell (96-04)	
George H. Henderson, Jr. (97-06)	

**WATER AND SEWER ADVISORY COUNCIL  
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory  
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 7/4-year terms  
Terms Expire December 31

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

Staff Support: Department of Public Works - Water and Wastewater Division  
Chris Clasing - (410-641-5251)

**Current Members:**

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21 (Resigned)
Richard Jendrek <sup>C</sup>	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

**Prior Members: (Since 2005)**

John Pinnero <sup>C</sup> (05-06)	Carol Ann Beres (14-18)
Brandon Phillips <sup>C</sup> (05-06)	Bob Hunt (*06-19)
William Bradshaw <sup>C</sup> (05-08)	
Buddy Jones (06-08)	
Lee Trice <sup>C</sup> (05-10)	
W. Charles Friesen <sup>C</sup> (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

**WATER AND SEWER ADVISORY COUNCIL  
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory  
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms  
Terms Expire December 31

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division  
Chris Clasing - (410-641-5251)

**Current Members:**

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19, 19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

**Prior Members: (Since 1993)**

Eleanor Kelly <sup>c</sup> (93-96)	Andrew Delcorro (*14-19)
John Mick <sup>c</sup> (93-95)	
Frank Gunion <sup>c</sup> (93-96)	
Carolyn Cummins (95-99)	
Roger Horth (96-04)	
Whaley Brittingham <sup>c</sup> (93-13)	
Ralph Giove <sup>c</sup> (93-14)	
Chris Smack (04-14)	

## COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3<sup>rd</sup> Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District  
 4 At-large members, nominations from women's organizations & citizens  
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety  
 No member shall serve more than six consecutive years

Contact: Coleen Colson, Chair and , Laura Morrison, Co-Chair  
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
<b>Elizabeth Rodier</b>	<b>D-3, Fiori</b>	<b>Bishopville</b>	<b>18-21 Resigned</b>
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
<b>Judith Giffin</b>	<b>D-5, Bertino</b>	<b>Ocean Pines</b>	<b>*22-23-26 Resigned</b>
Jeannine Jerscheid	Public Safety – Sheriff's Office		23-26
<b>Kathleen Palmer</b>	<b>D-1, Abbott</b>	<b>Pocomoke City</b>	<b>23-26 Resigned</b>
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26
Susan Ostrowski	D-6, Bunting	Berlin	24-27

## Prior Members: Since 1995

Ellen Pilchard <sup>c</sup> (95-97)	Bonnie Platter (98-00)	Vyoletus Ayres (98-03)
Helen Henson <sup>c</sup> (95-97)	Marie Velong <sup>c</sup> (95-99)	Terri Taylor (01-03)
Barbara Beaubien <sup>c</sup> (95-97)	Carole P. Voss (98-00)	Christine Selzer (03)
Sandy Wilkinson <sup>c</sup> (95-97)	Martha Bennett (97-00)	Linda C. Busick (00-03)
Helen Fisher <sup>c</sup> (95-98)	Patricia Ilczuk-Lavanceau (98-99)	Gloria Bassich (98-03)
Bernard Bond <sup>c</sup> (95-98)	Lil Wilkinson (00-01)	Carolyn Porter (01-04)
Jo Campbell <sup>c</sup> (95-98)	Diana Purnell <sup>c</sup> (95-01)	Martha Pusey (97-03)
Karen Holck <sup>c</sup> (95-98)	Colleen McGuire (99-01)	Teole Brittingham (97-04)
Judy Boggs <sup>c</sup> (95-98)	Wendy Boggs McGill (00-02)	Catherine W. Stevens (02-04)
Mary Elizabeth Fears <sup>c</sup> (95-98)	Lynne Boyd (98-01)	Hattie Beckwith (00-04)
Pamela McCabe <sup>c</sup> (95-98)	Barbara Trader <sup>c</sup> (95-02)	Mary Ann Bennett (98-04)
Teresa Hammerbacher <sup>c</sup> (95-98)	Heather Cook (01-02)	Rita Vaeth (03-04)





## Worcester County

Government Center

Department of Human Resources  
One West Market Street, Room 1301  
Snow Hill, Maryland 21863-1213  
410-632-0090  
Fax: 410-632-5614

STACEY E. NORTON  
Human Resources Director

PAT WALLS  
Deputy Director

**To:** Weston Young, Chief Administrative Officer  
**From:** Stacey Norton, Human Resources Director  
**Date:** August 19, 2024  
**Subject:** 2025 and 2026 Medicare Advantage Renewal

The Medicare Advantage plan goes by calendar year. We started this plan 1/1/22 for retirees over 65 years old. There was a rate decrease in 2022, and the premiums were flat in 2023 and 2024. The 2025 renewal was taken to market by RetireeFirst, and the CareFirst renewal was market competitive with a 15% increase and a two-year rate guarantee.

We are recommending staying with the CareFirst Blue Cross Blue Shield Medicare Advantage plan for 2025 and 2026. The members 10% cost share will result in monthly premium increase from \$32.50 to \$37.50 or a \$60 annual increase. The OPEB trust pays the remaining 90% (\$540 annual increase per member). The Retire First administrative fee will increase from \$15 per employee per month (PEPM) in 2024 to \$17 per employee per month in 2025 and \$18 per month in 2026. Below is a summary:

		CY 2024	CY 2025 and CY2026 Renewal
Medical/Rx Rates	Enrollment		
<b>County</b>			
Medicare Advantage	286	\$ 325 per month	\$ 375 per month
Monthly Total		\$ 92,950	\$ 107,250
Annual Total		\$1,115,400	\$1,287,000
Variance from prior year			\$171,600
<b>Board of Education</b>			
Medicare Advantage	845	\$ 325 per month	\$ 375 per month
		\$ 274,625	\$ 316,875
Annual Total		\$3,295,500	\$3,802,500
Variance from prior year			\$507,000
Combined Total	1, 131	\$4,410,900	\$5,089,500
Combined Variance from prior year			\$678,600
Retiree First Admin Fee		\$15	2025: \$17 PEPM 2026: \$18 PEPM

The following factors are driving the increase:

- 1) Inflation Reduction Act: Implementation of a \$2K annual member out-of-pocket spending cap for prescription drugs, out of pocket insulin prices are capped at \$35, and the adult vaccine coverage was expanded at a reduced cost.
- 2) Medicare reevaluates subsidies provided to insurance companies each year. The subsidy changes and benefits improvements are driving cost increases.

Other options would create member and provider disruption.

CareFirst needs to receive the renewal contract by 9/1/24 as Medicare Advantage open enrollment is in October.

Thank you for your consideration.