

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>

December 17, 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 a personnel update, requests to hire Customer Service Specialist, Landfill Operator, Office Assistant, and Correctional Officer Trainees, request to change promotional requirements for Emergency Communications Specialists, 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 December 3, 2024	
10:02 - Commendations (2)	1
10:05 - Consent Agenda (SAPP FY26 Grant, Request to Purchase Tank Mixer, Request to Contract OC Senior Center HVAC, Request to Contract George Island Landing Design, Request to Purchase Truck Bed Slide-In Units, Berlin Tower Lease Extension)	2-7
10:06 - Chief Administrative Officer: Administrative Matters (Newark Household Sediment Filters, Request to Contract Government Center Roof, Request for Introduction Community Signs, Request for Introduction Personal Storage Buildings A-1, Purchase of Real Property West Ocean City Harbor, Request to Contract Opposing Offshore Wind Campaign, FY26 Budget Update, Board Appointments)	8-15
10:30 - Public Hearing – Bill 24-08 Accessory Buildings in Campground Subdivisions	16
12:00 PM - Questions from the Press; County Commissioner's Remarks	
Lunch	
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

December 3, 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 Fiori, seconded by Commissioner Abbott, 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, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton and Deputy Director Pat Walls. Topics discussed and actions taken included the following: hiring Wayne Cathell as a roads worker II within the Roads Division, Cody Filipic and William Satchell as plant operator trainees within the Water and Wastewater Division, Ashley Lemus, Mark Noto, Kenneth Parsons, and Tyler Udzielak as communications specialist trainees within Emergency Services, and James Brown as assistant chief of electronic services in Emergency Services; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Fiori, the commissioners unanimously voted to adjourn their closed session at 10:00 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 Dale Brown of the Community Church at Ocean Pines and pledge of allegiance, announced the topics discussed during the November 19, 2024 afternoon closed session and their December 3 morning closed session.

The commissioners elected officers for the coming year through December 2, 2025. Upon a nomination by Commissioner Mitrecic, the commissioners voted 6-1, with Commissioner Bunting voting in opposition, to elect Commissioner Elder as president of the Board of County Commissioners.

Upon a nomination by Commissioner Mitrecic, the commissioners voted 6-1, with Commissioner Bunting voting in opposition, to elect Commissioner Fiori as vice president of the Board of County Commissioners.

The commissioners reviewed and approved the open and closed session minutes of their

November 19, 2024 meeting as presented. Minutes as is.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved by consent agenda item numbers 1-6 as follows: waiving tipping fees for citizens dropping off Christmas trees at the Central Landfill from December 26, 2024 through January 31, 2025; purchasing water meter repair parts from Core & Main for \$186,837; awarding the low bid to purchase and install five new overhead doors at the Central Landfill to Hickman Overhead Door for \$98,780; purchasing a brine maker and truck fill station from Intercon Truck for \$117,040.20; purchasing and installing shade structures for bleachers at Showell Park from Local Parks and Playground Infrastructure for \$47,215; and awarding the best proposal for a housing study to Matrix Design Group, Inc. for \$49,900.

Pursuant to the request of Superintendent of Schools Louis H. Taylor and upon a motion by Commissioner Bertino, the commissioners unanimously agreed to allocate \$77,738 from the Stephen Decatur Middle School renovation and addition construction fund to replace deteriorating light poles at that school.

Pursuant to the request of Chief Administrative Officer Weston Young and upon a motion by Commissioner Bertino, the commissioners unanimously authorized Commissioner President Ted Elder to sign the annual Memorandum of Understanding between Worcester County Public Schools and the commissioners for the School Resource Deputy Program.

The commissioners met with Maryland Coastal Bays Program (MCBP) Executive Director Kevin Smith letter to reconsider issuing a letter supporting the MCBP's application for a Department of Natural Resources (DNR) Whole Watershed Fund grant for up to \$1 million annually for five years to restore water quality and shallow water habitat in the Newport Bay. The commissioners discussed this request on November 19, at which time a majority of the commissioners stated that they would not vote to support the letter until the MCBP Board and policy members agree to support the County and Ocean City's opposition to offshore wind turbines. The commissioners also reviewed a letter from MCBP President Steve Taylor Mr. Smith written in response to their request in which he advised that the board would remain neutral in this matter. Following much discussion and upon a motion by Commissioner Bertino, the commissioners unanimously agreed to deny the request to send a letter supporting MCBP's grant application.

The commissioners conducted a public hearing to receive comments on proposed amendments to the FY25 water and wastewater rates for the following Sanitary Service Areas (SSA): Assateague Point, Edgewater Acres, Landings, Lighthouse Sound, Mystic Harbour, Newark, and Riddle Farm. Enterprise Fund Controller Quinn Dittrich discussed operating and maintenance issues and revenue shortfalls within each of the SSAs, as well as the current and proposed rates. Chief Administrative Officer Weston Young noted that the rate increases outlined are based on a request from the commissioners to identify the break-even point to cover cumulative costs resulting from a number of ongoing issues involving aging and failing infrastructure as well as ongoing operation and maintenance costs within each of the SSAs. Commissioner Fiori stated that he was not in favor of increasing rates and would instead seek to

improve the plants. Commissioner Bertino agreed, noting that the commissioners have already approved the transfer of \$9.5 million to cover the shortages in these particular service areas.

Commissioner Elder opened the floor to receive public comment.

Susan Age of Newark advised that her community already pays the highest rates in the County and cannot afford a 20% increase.

Ron Sloan of the Riddle Farm asked what had happened to require such an increase. Commissioner Bertino explained that this was a result of inconsistent and poor financial oversight, that the commissioners and County Administration had just become aware of the situation over the past several months, and that they were working to address this matter as well as issues involving aging plants. Commissioner Fiori noted that he would be working with the Water and Sewer Advisory Committee on these matters and invited residents to contact him to remain informed on water and wastewater issues.

James Barbely of Newark reviewed issues within the SSA as well as brown water concerns. He asked the commissioners to repair the infrastructure and retain the existing rates. He concluded that all affected ratepayers should have been notified by letter of these proposed rate increases.

Richard Engleman of the Landings stated that the ratepayers should not be required to shoulder these high rate increases because the plant is not working properly. He urged the commissioners to repair the infrastructure and create incentives for conserving water.

Jerry Bulwin of Riddle Farm stated that the proposed rate hike would hurt homeowners because they could not afford the increases and would not be able to sell their homes. He stated that hardworking people do not deserve to be penalized because of a \$2 million error.

Rich Carlson of Riddle Farm thanked the commissioners for agreeing to keep the public involved going forward. He stated that he and his neighbors cannot afford a 20% rate increase.

Kevin Kinsey of Berlin also asked how this happened, how the commissioners could justify such an increase, and stated that the proposed increases are unaffordable. He thanked the commissioners who are opposed to the increases.

Joan Scott of Newark urged the commissioners to implement best practices for purchasing, repairing, and merging the SSAs to keep cost even and low.

Charles Crawford of the Landings concurred with prior speakers and asked the commissioners to fix the broken systems.

Barbara Fry of Riddle Farm thanked the commissioners for their commitment not to raise rates, noting that she thought she was coming to a meeting where the rate increases were already a done deal.

Beverly Meadows of the Landings stated that her water and sewer rates have increased each year for the last three years and would appreciate their help in stabilizing the rates. She also stated that the quarterly bills should accurately reflect the SSAs in which area residents live.

A West Ocean City resident asked the commissioners to seek an ocean outfall permit to reduce wastewater costs. Commissioner Bertino advised that the commissioners have discussed this and related issues that are ongoing. Commissioner Young advised that the County has had preliminary discussions with the Maryland Department of the Environment who do not appear willing to issue the County a permit.

Erin Lovegrove of the Landings expressed numerous water and sewer concerns, noted that he learned about the increase from neighbors on Facebook and stated that no one can afford the proposed increases. He thanked the commissioners for taking their concerns seriously.

Billy Stocks of the Landings asked why the SSA rates fluctuate so drastically. He stated that the proposed rate increases are ridiculous, and urged the commissioners not to raise the rates.

Robert Fallon of the Riddle Farm questioned issues regarding the failing wastewater treatment plant and urged the commissioners not to pass on rate increases for problems that the commissioners had inherited from developers.

There being no further public comment, Commissioner Elder closed the public hearing.

Commissioner Mitrecic stated that he was not interested in raising water and sewer rates, but that in some instances the commissioners will have to re-evaluate them come budget time. He noted that the County would have more buying power by combining the service areas, which is something the commissioners and County staff have been working toward. Following much discussion, the commissioners agreed to conduct a work session to address water and wastewater issues and the concerns raised by the public regarding proposed rate increases.

In response to a question by Mr. Barbely, Commissioner Elder agreed to work with County staff about the possibility of establishing a water and sewer committee for the Newark SSA.

Pursuant to the recommendation of Public Works Director in response to a request from the Bayside Landings Parking Committee and upon a motion by Commissioner Bertino, the commissioners unanimously agreed to restrict parking to one side of the road within their community.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Bertino, the commissioners unanimously awarded professional services for the rehabilitation of the Riddle Farm water tower to George, Miles, & Buhr for \$34,800.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bertino, the commissioners unanimously agreed to reappoint James Spicknall to the Building Code Appeals Board and Judith Giffin to the Ethics Board.

Upon a nomination by Commissioner Purnell, the commissioners unanimously agreed to reappoint Jeff Smith to the Library Board.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to appoint Diana Harris to the Commission for Women.

Upon a nomination by Commissioner Mitrecic, the commissioners unanimously agreed to reappoint Mayor Rick Meehan to the Local Development Council for the Ocean Downs Casino, Mary Knight to the Planning Commission, Granville Jones to the Solid Waste Advisory Board, and Kimberly List to the Commission for Women.

Upon a nomination by Commissioner Abbott, the Commissioners unanimously agreed to reappoint Mark Frostrom to the Local Management Board and Ashley Frostrom to the Library Board.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to appoint Madie Groves and Dani Shirk to the Worcester County Youth Council.

Pursuant to a request from the Maryland Retailers Alliance (MRA) and upon a motion by

Commissioner Bertino, the commissioners unanimously agreed to send a letter supporting legislation to reduce theft rates in Maryland by allowing law enforcement and prosecution teams to better target career criminals and organized theft rings and to prosecute felony charges.

Commissioner Elder read a statement advising that at the September 17, 2024 meeting, the commissioners heard an item related to the repurposing of a grant that was inadvertently not included in that meeting's agenda as required by Section 3-302 of the Maryland Open Meetings Act. Although the item was omitted from the agenda, the materials for the item had been included in the publicly available packet materials for that meeting. The full Open Meetings Compliance Board's opinion on this matter can be found on the Attorney General's website.

The commissioners answered questions from the press, after which they adjourned to meet again on December 19, 2024.

TEL: 410-632-1194
FAX: 410-632-3131
WEB: www.co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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

Weston S. Young, P.E.
Chief Administrative Officer
Candace I. Savage, CGFM
Deputy Chief Administrative Officer
Roscoe R. Leslie
County Attorney

COMMENDATION

WHEREAS, Curtis Dickerson has contributed 23 years of dedicated service to the Water and Wastewater Division of Public Works where he began his career on August 23, 2001; and

WHEREAS, Mr. Dickerson's expertise and experience as a maintenance worker II have been instrumental in the overall management of the Water and Wastewater Division, where he assisted in the maintenance and repair of water and wastewater systems by performing semi-skilled and skilled labor.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Curtis Dickerson** 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 17th day of December, in the Year of Our Lord Two Thousand and Twenty-Four.

Theodore J. Elder, President

Eric J. Fiori, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

Caryn G. Abbott

Joseph M. Mitrecic

Diana Purnell



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Candace I. Savage, CGFM
Deputy Chief Administrative Officer
Roscoe R. Leslie
County Attorney

COMMENDATION

WHEREAS, Mike McCabe has contributed 37 years of dedicated service to the Water and Wastewater Division of Public Works where he began his career on September 5, 1987; and

WHEREAS, Mr. McCabe's expertise and experience as the construction supervisor have been instrumental in the management of the Water and Wastewater Division, where he budgeted, planned, directed, and administered the day-to-day installation and repair of water and sewer service activities and supervised contractual and in-house construction crews.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Mike McCabe** 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 17th day of December, in the Year of Our Lord Two Thousand and Twenty-Four.

Theodore J. Elder, President

Eric J. Fiori, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

Caryn G. Abbott

Joseph M. Mitrecic

Diana Purnell



Worcester County Administration

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

TO: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Dhara Patel, Senior Budget Accountant
DATE: December 9, 2024
RE: State Aid for Police Protection Fund- 2026 Grant Application

Attached is the FY2026 State Aid for Police Protection Fund Application for your review and approval. This grant is ongoing and is intended to be used exclusively to provide adequate police protection throughout the counties and subdivisions of Maryland. This application states that Worcester County would like to be considered for FY26 grant funding but does not guarantee how much funding will be allocated to Worcester County since it is based on a formula derived from the Governor's Office of Crime, Control and Prevention.

State Aid for Police Protection Fund - 2026 (SAPP)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Prevention and Policy

Pending Submission

Governor's Office of Crime Prevention and Policy
 100 Community Place, 1st Floor Crownsville, MD
 21032-2042 (410) 697-9338
 Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
 Wes Moore, Governor
 Aruna Miller, Lt. Governor

Application Contents

- | | |
|---|---|
| <input checked="" type="checkbox"/> Cover Sheet | <input checked="" type="checkbox"/> Civil Rights |
| <input checked="" type="checkbox"/> Face Sheet | <input checked="" type="checkbox"/> Service Sites |
| <input checked="" type="checkbox"/> Summary / Narrative | <input checked="" type="checkbox"/> Assurances |
| <input checked="" type="checkbox"/> Budget Summary | <input checked="" type="checkbox"/> Anti-Lobbying |
| <input type="checkbox"/> Personnel | <input type="checkbox"/> Services |
| <input type="checkbox"/> Operating | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Travel | <input type="checkbox"/> Other |

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number:
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

State Aid for Police Protection Fund - 2026 (SAPP)**Applicant:** Worcester County Board of County Commissioners**Project Title:** SAPP 2026**Worcester****Local Government****Start Date:** 07/01/2025**Submitted:** Pending Submission**DUNS Number:****End Date:** 06/30/2026**Funding Year:****SAM Expiration:****Applicant:**

Worcester County Board of County Commissioners
 County Government Center
 1 W Market St Rm 1103
 Snow Hill, MD 21863 1072
 (410) 632-1194 FAX: (410) 632-3131

Implementing Agency:

Worcester County Board of County Commissioners
 County Government Center
 1 W Market St Rm 1103
 Snow Hill, MD 21863 1072
 (410) 632-1194 FAX: (410) 632-3131

Authorized Official:

Elder, Theodore J.
 telder@co.worcester.md.us
 Worcester County Board of County Commissioners
 County Government Center
 1 W Market St Rm 1103
 Snow Hill, MD 21863-1072
 (410) 632-1194 FAX: (410) 632-3131

President**Project Director:**

Tingle, Carrie
 catingle@co.worcester.md.us
 Worcester County Board of County Commissioners
 County Government Center
 1 W Market St Rm 1103
 Snow Hill, MD 21863-1072
 (410) 632-1111 FAX: (410) 632-3131

**Worcester County Sheriff's
Office Finance Administ****Fiscal Officer:**

Patel, Dhara
 dkpatel@worcestermd.gov
 Worcester County Board of County Commissioners
 County Government Center
 1 W Market St Rm 1103
 Snow Hill, MD 21863-1072
 (410) 632-1194 FAX: (410) 632-3131

Senior Budget Accountant**Funding Summary**

0.0 % Grant Funds

\$0.00

0.0 % Cash Match

\$0.00

0.0 % In-Kind Match

\$0.00**Total Project Funds**

Project Summary

SAPP Narrative - See NOFA Section III -A

Unique Entity Identifier and SAM.GOV Expiration Date

Person Completing the Project Narrative

Project Budget

Control Number:

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$0.00	\$0.00	\$0.00	\$0.00

V. Civil Rights Requirements

Control Number:

1. Civil rights contact person: Norton, Stacey - Director of Human Resources
2. Organization: Worcester County Board of County Commissioners
3. Address: County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863-1072
4. Telephone Number: (410) 632-0090
5. Number of persons employed by the organization unit responsible for implementation of this grant: 19

Project Service Sites**Site 1**

Service Site	Worcester County Board of County Commissioners
Apt. Suite, No. Street	County Government Center 1 W Market St Rm 1103
City	Snow Hill
State & Zip	MD 21863

Control Number:

Certified Assurances**THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:**

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Signature of Authorized Official

Date

Elder, Theodore J. - President

Name and Title

Certification Regarding Lobbying

Control Number:



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 406/1/2, AND 406/14 WHICH ARE OBSOLETE.

Control Number:

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863 1072

Project Title: SAPP 2026
Federal ID Number: 52-6001064

Authorized Representative: Elder, Theodore J. - President

Signature:

Signature of Authorized Official

Date

FORM 2 - Due Date: Friday, December 20, 2024 via Grant Management System (GMS)

Subdivision Worcester County Municipality _____
 (County) (Incorporated City/Town)

ESTIMATED EXPENDITURES FOR POLICE PROTECTION
 (Fiscal Year Ending June 30, 2026)

PART I

SUMMARIZE (Omit Cents)	(a) Police Department	(b) Sheriff's Department	
Salaries and Wages		\$ 8,717,312	A
Capital Outlay		\$ 1,441,500	B
Debt Service			C
Other Operating Expenses:			
Communications		\$ 57,980	D1
Travel		\$ 196,500	D2
Fuel & Utilities		\$ 28,942	D3
Contractual Services			D4
Supplies & Materials		\$ 483,775	D5
Fixed Charges			
(Rent, Insurance, etc.)		\$ 642,389	D6
Motor Vehicle			
Operation		\$ 612,000	D7
Contributions			
(Retirement and Social			
Security - Salaries only)		\$ 3,459,545	D8
Miscellaneous		\$ 102,900	E
TOTAL COLUMN (a)	-	15,742,843	# 78% % = \$ 12,279,417
			TOTAL COLUMN*
	SUB-TOTAL PART 1	\$ 15,742,843	#
	(Total Column (a) and (b))		

The percentage is only applicable to agencies requesting funds for both the Police Department and Sheriff's Office.

PART II		PART III	
Traffic Control	\$ 90,000	Sub-Total PART I	\$ 15,742,843
Central Alarm System	\$ 2,028,597	Sub-Total PART II	\$ 2,118,597
SUB-TOTAL PART II	\$ 2,118,597	TOTAL (PARTS I & II)	\$ 17,861,440

Do you receive reimbursement of police costs from other jurisdictions? No
 IF YES, deduct these expenses to eliminate duplication of costs.

I/we certify that the information contained herein is true, correct, and complete to the best of my/our knowledge.

<u>Lynn Wright</u> Prepared by	_____ Chief of Police/Sheriff-Signature
<u>Senior Budget Accountant</u> Title	
<u>410-632-1194</u> Telephone Number	_____ Chief Executive Officer of County or Municipality Signature
<u>lwright@co.worcester.md.us</u> E-mail address	

FORM 3 - Due Date: Friday, December 20, 2024 via Grant Management System (GCounty Worcester Municipality _____**SWORN OFFICER ALLOCATION**
As of June 30, 2024**PART I**

Number of authorized strength on a full-time basis as of June 30, 2024 80

Number of sworn police officers actually employed on a full-time basis as of June 30, 2024 78

Number of authorized strength on a part-time basis as of June 30, 2024 15

Number of sworn police officers actually employed on a part-time basis as of June 30, 2024 12

Are these officers contracted through another municipality or Sheriff's Office? No

Name of agency: _____

PART II

Include a copy of the roster of police personnel from the Maryland Police Training Commission. The roster must include each individual's name (last, first, and middle initial), rank, and position. The number of officers reported will be verified with the Police Training Commission and must match what they have on record. County law enforcement agencies are also required to provide the number of staff sworn personnel that includes the above information.

If you contract with another department, please provide a copy of the contractual agreement and any contract payroll records that will support the number of officers.

I/we certify that the information contained herein is true, correct, and complete to the best of my/our knowledge.

Chief of Police/Sheriff Signature Date

Chief Executive Officer of Municipality Signature Date

NOTE: If you are a municipality that contracts with the State Police or Sheriff's Office for services, the number of officers is determined by the number of hours of service is provided per week. OR, if you are a part of the Residential Trooper Program then you will already have a number of officers for your municipality.

In a 168 hour week, how many hours of patrol are contracted? _____

Divide the above number by 40, this equals the number of sworn police officers employed. 0

Number of officers for the SAPP allocation

(To be completed by the Governor's Office of Crime Prevention, Youth, and Victim Services)



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: December 8, 2024
SUBJECT: Ocean Pines WWTP Request to Purchase Replacement Tank Mixer

Public Works is requesting Commissioner approval to purchase a replacement tank mixer at the Ocean Pines Wastewater Treatment Plant (WWTP). This item was included in the approved FY 25 budget for \$120,000. The quote from the equipment sales representative is \$112,625.00. Funds are available in the Ocean Pines Treatment Plant Capital Equipment Account 555.8003.9010.090.

The proposed purchase is to replace the existing 40-year-old tank mixer for flow equalization tank one. It is required in the current treatment system to provide mixing for the plant to meet its effluent water quality limits as specified by Maryland Department of the Environment (MDE) WWTP permit. The Philadelphia mixer is considered sole source for the WWP because it has a specific mounting system to this tank. In addition, keeping the same manufacturer minimizes downtime by allowing a direct swap. If a different mixer manufacturer is purchased, additional design costs and a replacement mounting system will be needed which will increase the cost beyond what was budgeted.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing, P.E., Deputy Director
 Tony Fascelli, Water & Wastewater Superintendent



Job Estimate

Job No:	061309
Date:	10/29/2024
Page:	1 of 1

Phone: (410)-228-4447 / Fax: (410)-228-2517
Email: sales@hillsindustrial.com

Sold To:	Customer Number: 000780	Ship To:	Ship To Number: 000001
	WORCESTER CO. WATER & WASTEWAT 1000 SHORE LANE BERLIN, MD 21811 Phone: 410-641-5251 Fax: 410-641-5185		WORCESTER CO. WATER & WASTEWAT 1000 SHORE LANE BERLIN, MD 21811 Phone: 410-641-5251

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
061309	10/12/22	004	AC Three Phase		NET 30 DAYS
Purchase Order:		PO Release:		Misc Number:	86463

QTY	Item Number	Description/Notes	Unit Price	Extended
		Nameplate Data: Mfg:PHILADELPHIA MIXER, Info::RATIO 38.4 : 1, Info::ORDER # 842759-3, Model:TYPE 3807.Q PTO, Serial:86DGL1614		
		Special Instructions: TANK MIXER		
	3857MSPT015	REPLACEMENT GEARBOX WITH THE MOTOR SHOP LABOR INBOUND FREIGHT		
		THE PARTS TO REPAIR YOUR MIXER GEARBOX COST MORE THAN A NEW UNIT. WE HAVE QUOTED THE NEW UNIT.		
		22+ WEEKS DELIVERY ARO		
		THIS ORDER WILL REQUIRE THE FOLLOWING PROGRESS PAYMENTS.		
		20% TIME OF ORDER.		
		40% 60 DAYS AFTER ORDER		
		40% 30 DAYS AFTER INVOICE DATE		

Repair estimate valid for 30 calendar days from the above date.

Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Est. Total:	112625.60
--------------------	-----------

Estimated By: _____
Based on our Terms and Conditions.

Date: _____





Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: December 17, 2024
RE: Request to Contract – Ocean City Senior Center HVAC System Replacement

Public Works is seeking approval to contract with Modern Controls for the replacement of the HVAC system at the Ocean City Senior Center. The total proposed contract amount is \$255,705. In 2018, this vendor was selected as the sole provider for building automation control systems and has since installed multiple HVAC systems across the county, consistently delivering excellent service, quality installations, and dependable support. Using the Maintenance Division's estimating program, which incorporates current cost data, the estimated cost for this project was \$260,000.

The current HVAC system includes two air-handler units and condensers that provide heating and cooling for the entire facility. These units, installed in 1990, are approximately 34 years old and located in an attic/mechanical space that will require significant effort to access and replace. While the units are still operational, they are far beyond their expected lifespan and rely on outdated R-22 refrigerant, which is becoming increasingly scarce and expensive. Replacement parts are also difficult to source. Given these challenges, it is critical to replace the system before a complete failure occurs. Additionally, commercial units of this type typically have a delivery timeframe of 20–30 weeks.

The approved FY24 Assigned Funds include \$260,000 earmarked to cover the cost of this project.

Should you have any questions, please feel free to contact me.

Commission on Aging (Ocean City) Mechanical Upgrades



TO: Michael Hutchinson
Worcester County Public Works

RE: Jesse Hunter
Modern Controls Inc.

PROPOSAL # 24-1728

9.23.2024

PROPOSAL # 24-1728

September 23, 2024



To: **Michael Hutchinson, Maintenance Superintendent**
Worcester County Department of Public Works
6113 Timmons Rd, Snow Hill, MD 21863

Re: **Worcester County Public Works HVAC Upgrades**

We are pleased to provide a proposal for the mechanical equipment associated with the Commission on Aging Building (Ocean City). Our scope of work is as follows:

SCOPE OF WORK

12.5-Ton Carrier Split System (Qty:) 1

- Remove existing 12.5-Ton Carrier Weather Maker Split System
- Install (1) NEW 12.5T Carrier Split System – Air Handler & Condensing Unit
 - 12.5-Tons
 - 208/230-3-60 with VFD Remote Keypad
 - Single Circuit/Dual Stage
 - Electro-Mechanical Controls with Temp Sensors
 - 2-Row Hot Water Coil
- Install NEW Copper Refrigeration lines with Moisture Indicators, Valve Solenoid, & Solenoid Valve Coil
 - Install exterior line hide to cover & protect exposed refrigeration lines.
- Remove and dispose of existing ductwork at attic entrance and install NEW for simplified attic access. Includes reinsulating of the ductwork.
- Reconnect existing supply, return, & outside air ducts. Modify where required.
- Install NEW Outdoor Disconnects
- Install NEW PVC Condensate Lines
- Reconnect existing hot water supply & return lines. Modify where required.
- Install (1) Edge Pro Two-Stage Programmable Thermostat
- Install (1) Quest Dehumidifier
 - Tie in ductwork, condensate, drain pan, & controls. (No High Voltage Wiring included)
- Complete startup and verification of operation.
- This installation includes removal of ceiling grid, rigging, any/all materials for installation, and reinstallation of the ceiling grid.

15-Ton Carrier Split System (Qty:) 1

- Remove existing 15-Ton Carrier Weather Maker Split System
- Install (1) NEW 15T Carrier Split System – Air Handler & Condensing Unit
 - 15-Tons
 - 208/230-3-60 with VFD Remote Keypad
 - Single Circuit/Dual Stage
 - Electro-Mechanical Controls with Temp Sensors
 - 2-Row Hot Water Coil
- Install NEW Copper Refrigeration lines with Moisture Indicators, Valve Solenoid, & Solenoid Valve Coil
 - Install exterior line hide to cover & protect exposed refrigeration lines.
- Remove and dispose of existing ductwork at attic entrance and install NEW for simplified attic access. Includes reinsulating of the ductwork.
- Reconnect existing supply, return, & outside air ducts. Modify where required.
- Install NEW Outdoor Disconnects
- Install NEW PVC Condensate Lines
- Reconnect existing hot water supply & return lines. Modify where required.
- Install (1) Edge Pro Two-Stage Programmable Thermostat
- Install (1) Quest Dehumidifier
 - Tie in ductwork, condensate, drain pan, & controls. (No High Voltage Wiring included)
- Complete startup and verification of operation.
- This installation includes removal of ceiling grid, rigging, any/all materials for installation, and reinstallation of the ceiling grid.

Controls Upgrades

- Remove existing Carrier I-View Zone Damper Actuators & Controls
- Install (1) JCI PCX Controller
- Install (15) NEW JCI Damper Actuators
- Install (15) NEW JCI Pressure Sensors
- Install Low Voltage Wiring.
- Provide Air Balancing & TAB Report
- Damper actuators, sensors, and thermostats, to tie into existing BAS system.
- Complete startup and verification of operation.

PRICING

Quoted Price\$255,705.00

CLARIFICATIONS

- ▶ Proposal does NOT include after hours or weekend labor.
- ▶ Anything not included in this proposal is excluded.

Please feel free to call if you have any questions or concerns regarding this proposal.

Sincerely,

Jesse Hunter

Jesse Hunter
Account Manager
ModernControls, Inc.
Cell Phone: (443) 856-3331
Office Phone: (302) 325-6800
Email: jhunter@moderncontrols.com

I accept the above contract:

Authorized Signature Date



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: December 17, 2024
RE: Request to Contract – George Island Landing Engineering Services

Recreation and Parks is seeking approval to contract with George, Miles & Buhr (GMB) for engineering services related to replacing the boat ramp at George Island Landing. The total contract amount is \$26,300.

The existing ramp and pier are in poor condition and require replacement to maintain public water access for the future. The project will also include resurfacing the parking area and replenishing rip rap in necessary locations. These improvements aim to enhance safety and accessibility for recreational boaters and visitors.

Funding for this project will be fully reimbursed through Waterway Improvement grant funds. Additional federal funding is being requested through the Waterway Improvement program for the construction phase. We have received support from the Department of Natural Resources' Waterway Improvement Coordinator to move forward with this proposal.

Should you have any questions, please feel free to contact me.

November 25, 2024

Worcester County
Recreation and Parks
6030 Public Landing Road
Snow Hill, MD 21863

Attn: Jacob Stephens
Deputy Director

Re: George Island Landing
Boat Ramp Replacement
Worcester County, Maryland

Dear Mr. Stephens:

We are pleased to present this proposal to provide engineering services for the boat ramp replacement at George Island Landing in Worcester County, Maryland. This proposal is based on communications with you, and we understand the scope of the project to be:

- Removal and replacement of the existing single lane concrete boat ramp with a double lane cast concrete boat ramp, with a floating boarding dock.
- New side flank walls will include timber wales & vinyl bulkhead sheeting and will be extended to the ends of the ramp.
- We have assumed that the soils should be adequate to support the replacement ramp and will include notes on the drawings, that the contractor shall have a geotechnical engineer review the subgrade once the existing ramp is removed and provide confirmation that the soils are adequate to support the replacement boat ramp. We standardly include a geogrid and stone layer below new ramps and a unit price for additional stone can be included in the bid documents.
- This project includes the boat ramp replacement and we will specify a pavement overlay for the parking area (based on county standards) and specify maintenance improvements to the existing stone revetment around the parking area.

We propose to complete the following:

Scope of Services

Design & Bid Phase

- GMB will perform site survey to obtain bathymetry, topography and locate existing exposed features on the site in the vicinity of the proposed ramp. GMB will set horizontal control points for use in completing the design and as reference points for the contractor. A legal boundary survey will not be performed.
- GMB will perform conceptual design for the proposed replacement boat ramp and submit to you a conceptual plan drawing for review, discussion, and comments. We will incorporate your comments into the conceptual design prior to proceeding with permit and design drawings.

- GMB will provide state and federal permit 8.5x11 size drawings based on approved conceptual design. We will complete the MDE joint permit application and submit it to you for review and then submit on your behalf. We understand all permit fees will be paid by you. We have assumed all other permit applications, including local soil conservation, will be handled by you.
- Once permit comments and approvals have been received, GMB will complete construction drawings for the boat ramp replacement, including plans, sections, details and structural notes. We will include technical specifications for the boat ramp replacement and pavement overlay on the drawings and will work with you to assemble a bid package. We assume you will provide front-end specification sections including bid form, general conditions, etc.
- GMB will attend a pre-bid meeting and assist in answering questions that arise during the bidding process. We will also assist in reviewing contractor bids submitted and offer recommendations.

Construction Phase

- GMB will review and approve/reject shop drawings submitted and respond to contractor questions during the construction phase.
- GMB perform site visits during the construction phase which will include a preconstruction meeting and (2) site visits at key points during the construction process and a final visit at project completion with any punch list items. We will provide comments on any concerns we have based on the site visit via email and direct communications with you.

Fee

We propose providing the above-defined scope of services for the following lump sum fees:

Design & Bid Phase	\$20,800
Construction Phase	\$5,500

Our billings will be submitted monthly in proportion to the work accomplished. Any additional services required will be billed in accordance with the attached "Schedule of Hourly Rates and Expenses" and "General Conditions", which also defines the General Conditions for this agreement. No additional services will be initiated without your authorization.

If this proposal meets with your approval, please execute in the space provided below and return one (1) copy to our office or via email.

Thank you for giving us the opportunity to submit this proposal. We look forward to helping you complete this project successfully and expeditiously.

Sincerely,



A. Reggie Mariner, Jr., P.E.

ARM/cs
Enclosures

APPROVED BY:

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective April 25, 2024

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 185.00 - \$ 225.00
Project Director	\$ 160.00 - \$ 205.00
Senior Project Manager	\$ 135.00 - \$ 185.00
Project Manager	\$ 115.00 - \$ 160.00
Assistant Project Manager	\$ 115.00 - \$ 155.00
Senior Project Engineer/Architect/Landscape Arch	\$ 115.00 - \$ 155.00
Senior Environmental Scientist	\$ 100.00 - \$ 155.00
Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 145.00
Graduate Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 140.00
Environmental Scientist	\$ 70.00 - \$ 135.00
Geospatial Analyst	\$ 70.00 - \$ 135.00
Senior Designer	\$ 90.00 - \$ 145.00
Designer	\$ 75.00 - \$ 115.00
CADD Operator	\$ 70.00 - \$ 100.00
Construction Representative	\$ 90.00 - \$ 135.00
Resident Project Representative (RPR)	\$ 65.00 - \$ 125.00
Senior Project Coordinator	\$ 90.00 - \$ 125.00
Project Coordinator	\$ 65.00 - \$ 115.00
Surveyor	\$ 95.00 - \$ 170.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 50.00 - \$ 115.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 60.00 - \$ 125.00
Technician	\$ 40.00 - \$ 75.00

EXPENSES

All items per each, unless noted.

Internal:

Photocopies:	
Black & White	\$ 0.20
Color	\$ 0.50
Prints/Plots:	
Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.
Travel:	
Mileage	\$ 0.67/mile*
Subsistence (Meals & Lodging)	At Actual Cost
Overnight/Immediate Delivery	At Actual Cost
Survey Crew Rates	
1-person crew	\$ 130.00/hour
2-person crew	\$ 160.00/hour
3-person crew	\$ 190.00/hour
Other:	
Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

* Adjusted annually in accordance with the Internal Revenue Service Directives

GENERAL CONDITIONS

(Effective July 1, 2021)

AGREEMENT

The term "Agreement" refers to the undertaking by George, Miles & Buhr, LLC ("GMB") to perform Services described in the attached Proposal and these General Conditions. The Agreement shall become effective upon acceptance by Client of the attached Proposal and General Conditions, which when acknowledged in writing, are authorization to proceed. The Agreement is between Client and GMB, and their respective partners, divisions, affiliates, members, successors and assigns, both of whom promise not to transfer or assign any interest in the Agreement without the other party's written consent. The Agreement supersedes all prior written proposals or negotiations and is conditioned upon Client's acceptance of these General Conditions. No modification of the terms of the Agreement or General Conditions shall be valid unless authorized in writing by both parties. If additional services are required by Client, GMB will provide the services when authorized in writing and documented to do so by Client.

FEES, RETAINER

Any estimate of the fees and expenses that GMB expects to incur in providing Client with services outlined in the attached Proposal is not a maximum or lump sum fee. Client understands and agrees that the final billing may be more or less than the estimate. Fees for services will be adjusted if there are changes to the scope or schedule, as defined in the Proposal including supporting drawings, schedules and exhibits. If GMB does not have an established relationship with the Client, a retainer will be requested approximating the value of services for a minimum of sixty (60) days and will be credited to the final invoice. A Schedule of Hourly Rates & Expenses is attached to and incorporated as part of the Proposal. Unless otherwise noted, all proposals are valid for a period of 90 days from the date of the proposal.

INVOICES

Invoices are due upon receipt. If an invoice is outstanding beyond thirty (30) days of the invoice date, interest will be charged at a rate of one percent (1%) per month and GMB reserves the right to stop providing services and to withdraw all permit applications. Further, if GMB has to refer any delinquent billing to an attorney for collection, Client agrees to pay GMB its reasonable attorney's fees and expenses of collection, to include, without limitation, all litigation related expenses and expert witness fees, plus 25%.

EXPENSES

Client agrees to pay GMB for internal expenses in accord with Schedule of Hourly Rates and Expenses charged for those items that are specific to the project, including, but not limited to, subcontracted consultants, permit fees, reproduction expenses, renderings, models, etc. GMB will invoice external expenses at cost plus 10%.

LIABILITY & CLAIMS

Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available professional liability insurance coverage for that year, whichever is less. GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control. Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. At least 30 days prior to making any claim against GMB, Client agrees to provide GMB a Certificate of Merit issued by an architect or engineer, licensed by the state in which the project is located, specifically describing

every error or omission which the issuer believes to be a violation of the standard of care. If Client makes a claim or brings legal action against GMB for any services under this Agreement, and fails to prevail, Client agrees to pay all legal and other expenses incurred by GMB in its defense, including, but not limited to, attorney's fees, court costs, expert witness fees, etc.

INSTRUMENTS OF SERVICE

All work products, including those in electronic form, prepared by GMB and GMB's consultants are Instruments of Service for use solely with respect to this project. The Client shall be permitted to authorize Contractor, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to GMB and GMB's consultants. No alterations shall be made to the Instruments of Service by the Client and/or any representative of the Client without the written permission of GMB and GMB's consultants. Copies of electronic media, if requested and approved, will be invoiced to the Client and due upon receipt.

APPROVALS

GMB has no control over governments and their agencies in granting approvals. Therefore, GMB cannot guarantee the timeframe for, or the cost of services incidental to, obtaining approvals from governments or governmental agencies. If the type or level of services as originally defined are revised or changed during our assignment, the fee for our services from that point forward will be subject to negotiation.

TERMINATION/SUSPENSION OF WORK

Client or GMB each may terminate the Agreement with fifteen (15) calendar days written notice; Client agrees to pay for all services provided by GMB up to the date of termination. Project delays and suspension of the project for more than 30 days, may result in additional cost to resume work. Client agrees to pay such costs before work resumes if said delays are attributable to the Client.

CONSTRUCTION SAFETY

Client agrees to require general or subcontractor to indemnify, defend and hold GMB harmless against claims arising from unsafe site conditions.

CONSTRUCTION ESTIMATES

GMB has no control over the cost of labor, materials, equipment and services provided by others or over the contractor's methods of determining prices and does not warrant or guarantee construction estimates.

CONSTRUCTION SCHEDULES

GMB has no control over the means, methods and techniques of construction employed by contractors, the timing of government approvals or the delivery of materials and equipment. The Client agrees that any construction schedule prepared by GMB is approximate and will not be the basis for a claim.

HAZARDOUS MATERIALS

Client agrees to defend, indemnify and hold GMB harmless for any and all liabilities, claims, costs and expenses, including, but not limited to, litigation expenses, attorney's fees, and expert witness fees, which relate in any way to the presence of any hazardous or toxic materials on the project.

GOVERNING LAWS; VENUE

The Agreement shall be interpreted in accordance with the laws of the State of Maryland. The venue for any dispute arising out of the Agreement shall be, at the sole discretion of GMB, the Circuit Court for Wicomico County, Maryland or the federal courts within the State of Maryland.



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: December 17, 2024
RE: Request to Purchase – Truck Bed Slide-In Units

The Fire Marshal's Office is requesting approval to purchase two slide-in units for the beds of their new trucks. These units are exclusively manufactured, sold, and distributed by Iconic Elements, Inc., with a total cost of \$31,470.

The slide-in units are preferred because they offer enhanced security and superior weather resistance compared to the standard caps currently in use. Additionally, since these are slide-in units, they can be reused with similar vehicles in the future, making them a cost-effective investment.

Funding for this purchase is available under the Capital Equipment New Vehicles account (100.1104.9010.010) in the amount of \$47,456.

Should you have any questions, please feel free to contact me.



Iconic Elements Inc.
1250 Franklin Blvd
Unit 3A
Cambridge, ON N1R 8B7
Canada

Ph: 877-890-9142

Fax:

ITEM 6

Quote

ID: 46534

Date: 21-Nov-24

To

CASH SALE, QUOTED IN USD

Quote To

PLEASE FILL IN THE ADDRESS HERE

Terms		Ship Via		Salesperson
Due on Receipt		CALL CUSTOMER		MITCH
Quantity	Description	Unit Price		Amount
	Reference: RKorb112124			
	Line: 001 Part: 0202-3039 X-ONE, REG BOX, 5 DOORS X ONE PACK, CROSSBOX - REG BOX (6FT BOX APPROX) 5 DOOR PACK TRUCK INFORMATION: Make - Chevrolet Model - Silverado 2500 Year - 2024 Bed Length - Regular PACK CONFIGURATION: Configuration - Five Doors Cross Box - Include Pack Length - Standard (Keep Tailgate) Pack Height - Standard EXTERIOR ACCESSORIES: Exterior Color - Ski White Door Handle Color - Chrome Ladder Rack - Low Profile(Standard) Ladder Rack Color - Ski White INTERIOR ACCESSORIES: LED Lighting- No (Interior Boxes Only) MAIN BOX Bed Slides- Dual FRONT CROSS BOX: Accessories- Shelf w/Two Drawers*	Expiration Date: 28-Nov-24 Rev:		



Iconic Elements Inc.
1250 Franklin Blvd
Unit 3A
Cambridge, ON N1R 8B7
Canada

Ph: 877-890-9142

Fax:

ITEM 6

Quote

ID: 46534

Date: 21-Nov-24

To

CASH SALE, QUOTED IN USD

Quote To

PLEASE FILL IN THE ADDRESS HERE

Terms		Ship Via		Salesperson
Due on Receipt		CALL CUSTOMER		MITCH
Quantity	Description	Unit Price	Amount	
1	Cross Box Shelf with 2x Drawers Below SIDE BOX: Adjustable Shelves- Standard ea	\$15,735.00	\$15,735.00 U.S. Dollar	
Customer name: Robert Korb Customer email: rkorb@co.worcester.md.us Customer phone number: 410-632-5666 Company name: Company address: Tax ID/SSN: SHIP TO Business name for shipping address: Receiver's phone number: Address: City/town: State/Province: Zip/Postal: . *** LTL/SKID FREIGHT IS QUOTED WITH FORKLIFT UNLOAD AT DELIVERY *** Terms: 1) FOB Iconic Elements Cambridge, ON, unless otherwise stated in quote email. 2) Credit terms for approved accounts - 30 Days ROG (receipt of goods) 3) New accounts approved based OAC - credit app request available from accounting@iconicmetalgear.com 4) Pricing excludes applicable shipping & taxes 5) Quote based on provided information only, Iconic has the right to re-quote based on additional information or requirements.		Total:	\$15,735.00	



Iconic Elements Inc.
1250 Franklin Blvd
Unit 3A
Cambridge, ON N1R 8B7
Canada

Ph: 877-890-9142

Fax:

ITEM 6

Quote

ID: 46534

Date: 21-Nov-24

To

CASH SALE, QUOTED IN USD

Quote To

PLEASE FILL IN THE ADDRESS HERE

Terms		Ship Via		Salesperson
Due on Receipt		CALL CUSTOMER		MITCH
Quantity	Description	Unit Price	Amount	
	<p>6) Only details of products/services on this quote are included, any details not described specifically are not included in pricing or leadtime.</p> <p>7) Iconic MetalGear toolboxes are water resistant and come with a 1 year limited warranty.</p> <p>8) 20% re-stocking fee to all Iconic MetalGear STANDARD products, this DOES NOT include custom products, or Iconic X products like X-One's. 20% restocking fee applies when: upon approved, non damaged or marked, able to re-sell, brand new condition standard products. Can only apply with-in a 30 day period from shipping date. Standard products are only products that are in stock, on the shelf.</p> <p>9) Please advise prior to ordering if any critical details are missed or not noted. Drawings to be signed-off by customer prior to mfg.</p> <p>10) Lead-times are estimated and are subject to change without notice.</p> <p>11) All mounting hardware is sold separately unless otherwise noted on the quote.</p> <p>12) Custom work/products are subject to a 50% deposit.</p> <p>13) Design work only done for actual orders, no design work is done for quotes.</p> <p>14) A 10% cancellation for custom order may apply, for work completed ie: design work. Once work has commenced on shop floor, all deposit is non-refundable.</p> <p>15) Lead time is based from date drawing is signed off by customer. Not from quote approval date.</p>			



Worcester County Administration

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

To: County Commissioners

From: Roscoe R. Leslie

Date: December 9, 2024

RE: Berlin Lease Extension

We have received a request to extend the term of a ground lease for an antenna currently located at County property in Berlin.

The current lease would expire in 2042. The extension would add 4 additional 5-year renewal terms. The rent formula would remain the same—currently \$1,527.60 with a CPI escalator for each term. Additionally, there would be a one-time payment of \$12,500.

If the Commissioners wish to move forward, we'll schedule a public hearing as required by State law.



December 6, 2024

Mr. Roscoe R. Leslie
County Attorney for Worcester County, Maryland
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

RE: 204155

Dear Mr. Leslie,

Please find enclosed the following documents:

- 1) First Amendment to Lease Agreement (to be signed)
- 2) Memorandums of Lease (to be signed and notarized with two witnesses)
- 3) Resolution and Consent Affidavit***
 - Under "nominee", write in the name and address of designated signor.
 - All parties that have ownership are required to sign/notarize an Affiant page: circle their title (member, partner, etc.) and write in their exact % of ownership.
 - % of ownership should equal 100%
- 4) W9 – Complete and Sign the 2024 form

***In lieu of completing the Resolution and Consent, the County can provide a copy of meeting minutes or other documentation that demonstrates signing authority.

Please feel free to call me if you have any questions. I can be reached directly at 949-300-0691.

Sincerely,

Caroline Van Fleet
949-300-0691 Office
866-236-1216 Fax
cvanfleet@toweralliancellc.com

THE FIRST AMENDMENT TO TOWER GROUND LEASE

This First Amendment to Tower Ground Lease (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **County Commissioners of Worcester County, Maryland**, a municipal corporation ("**Landlord**") and **ATC Ponderosa K LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower Ground Lease dated February 19, 2002 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **twelve thousand five hundred and 00/100 Dollars (\$12,500.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before December 30, 2024; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on February 19, 2002, and without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on February 18, 2042. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall

refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that as of the Effective Date, the rent payable from Tenant to Landlord under the Lease is currently **one thousand five hundred twenty-seven and 60/100 Dollars (\$1,527.60)** per month (the “**Rent**”). Commencing on February 19, 2027, and on each successive annual anniversary thereof, Rent due under the Lease, shall be an amount equal to **five percent (5%) of its gross income of tower rental fees (including all annual increases thereto) or one thousand five hundred twenty-seven and 60/100 Dollars (\$1,527.60), whichever is greater.** *The \$1,527.60 rent payment is a minimum and shall be adjusted at the beginning of each renewal term in accordance with the Consumer Price Index, All Cities Average, Urban Consumers, all items.* In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **County Commissioners of Worcester County, Maryland**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant’s activities at and uses of the site prior to the Effective Date, Landlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant’s interest in this Lease, as modified by this Amendment. Tenant and Tenant’s sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant’s sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant’s customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is

required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment, and (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

6. **Notices.** The Parties acknowledge and agree that Section 13 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 1 West Market Street, Room 1103, Snow Hill, MD 21863-1195; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
8. **Governing Law.** The Parties acknowledge and agree that Section 18 (e) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, all legal proceedings related to this Lease and this Amendment must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
9. **Waiver.** Notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without

limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

10. **Taxes.** The Parties acknowledge and agree that Section 7 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
11. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

**County Commissioners of Worcester County,
Maryland,**
a municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

ATC Ponderosa K LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

That certain lot or parcel of land situated in the Town of Berlin, County of Worcester and State of Maryland, bounded and described as follows:

Parcel 1: All that parcel of land lying and being situate in the Third Election District of Worcester County, Maryland, lying on the north side of Kitts Branch; west of, but not adjoining Trappe Road; and south of, but not adjoining the railroad tracks now owned by Historic Railroads, Inc.; more particularly described as follows: Beginning at a point in the center of the run of Kitts Branch (formerly known as Camp Ground Branch), said point being on the first course of a deed from Charles Wells, Charlotte A. Wells and Mary Erexine Henry to Cyrus P. Nelson, dated July 28, 1874, and recorded among the land records of Worcester County, Maryland, in Liber I.T.M. 3, folio 585, and also on the first course of the James A. Collins to Charles R. Henry deed, dated January 31, 1829, and recorded among the land records of Worcester County, Maryland, in Liber A.U., Folio 356; the beginning point of this description being also, North 01°58'22" East and 155.88' from a stone found on the southwest side of Kitts Branch, said stone being the beginning point of the aforementioned deeds; thence continuing by and with the first course of the aforementioned deeds, North 01°58'22" East, 459.54'; thence North 86°50'45" East (passing through a large hickory tree at a distance of 846' at the southwest corner of Raymond C. McAllister's land) 1,341.23' to a monument found at the southeast corner of the McAllister land and the southwest corner of Margaret J. Wimbrow's land; thence North 88°26'59" East, 121.00' to another monument found at the southeast corner of Wimbrow's land; thence North 88°26'59" East, 204.50'; thence South 39°00'13" East, 121.62' to a stone found at the northwest corner of the land of James H. Fassett; thence by and with Fassett's land the following two courses, South 09°16'19" West, 375.48' to a found stone; and North 88°26'54" West, 65.91' to a found pipe at the northeast corner of land belonging to Rothman and Schubert Real Estate, Inc.; thence by and with the Rothman and Schubert land North 88°12'00" West, 240.24'; South 63°18'00" West, 229.02'; and South 05°57'00" East, ± 552' to the center of the run of Kitts Branch; thence by and with the run of Kitts Branch ± 1,450' to the beginning.

Containing 25.03 acres of land more or less, as shown on a plat titled "Property Survey of land of Fredricka D. Bailey" dated July, 1979.

Parcel 2: A tract or parcel of land situated in the Third Election District of Worcester County, Maryland, east of the easterly Corporate Limit Line of Berlin, Maryland, and on the west side of an area known as the Berlin Landfill; being all and the same land that was conveyed unto The Adkins Company of Berlin from Marie E. Carey, Grace R. Carey, Ann R. Carey, and Carey Williams by Item '2' of a deed recorded among the Worcester County Land Records in Liber F.W.H. 122, folio 545 on October 18, 1955; and being more particularly described as follows:

Beginning at the northwest corner of a parcel of land of Raymond C. McAllister (Deed Reference F.W.H. 628/317), formerly land of Jesse Taylor, at a point 33 feet southerly from the centerline of the former Baltimore and Eastern Railroad Company tracks, said point of beginning being also located opposite a point 1463 feet westerly along the said railroad centerline from its intersection with the center of the county road known as Stephen Decatur High School Road;

Thence, by and with the westerly property line of the land of Raymond C. McAllister, S 3°01'20" W, 296.23 feet to a large hickory tree and stone found on the northerly property line of a parcel of land conveyed by Fredericka D. Bailey unto the County Commissioners of Worcester County (Deed Reference F.W.H. 680/124);

thence, by and with the northerly property line of the former Fredericka D. Bailey land, S 86°50'45" W, 846.39 feet to a point on the easterly property line of land formerly belonging to Cyrus P. Nelson;

thence, by and with the easterly property lines of land formerly of said Cyrus P. Nelson in part and also land of Wallace N. Purnell (Deed Reference F.W.H. 91/466), N 1°58'20" E, 502.93 feet to a point on the southerly right of way line of the said former Baltimore and Eastern Railroad Company;

thence, by and with the southerly right of way line of the former Baltimore and Eastern Railroad and 33 feet from its centerline, S 79°14'30" E, 858.50 feet to the point of beginning.

Containing 7.759 acres of land as determined by me L.E. Bunting, Jr., Registered Maryland Property Line Land Surveyor #142 from my field notes of May, 1979 through January, 1981; and shown on a plat titled "Plat-Showing Property of The Adkins Company" dated February 1, 1982.

Parcel 3: A part of the property of Historic Railroads, Inc., located in the Third Election District of Worcester County, Maryland, to be conveyed to the County Commissioners of Worcester County; being a part of the property conveyed from the Baltimore and Eastern Railroad Company to Historic Railroads, Inc., by quitclaim deed recorded in Liber F.W.H. No. 441, folio 14, 15, 16, and dated May 6, 1974. Beginning in the center of the railroad tracks of the former Wicomico and Pocomoke Railroad Company at a point on said railroad company's easterly extension from the Town of Berlin, Maryland; said point of beginning being on the easterly "Corporate Limit Line of the Town of Berlin, Maryland", at the intersection of the centerline of the aforesaid railroad tracks and the center of the run of Kitts Branch; thence extending in an easterly direction along the centerline of the aforesaid railroad tracks, from the center of the run of Kitts Branch and the "Corporate Limit Line of Berlin, Maryland", for a width of 66 feet (See Note Below), measured perpendicularly from the center of the railroad tracks 33 feet on each side, S 79° 18' E, 2921 feet to a point located S 79° 18' E, 20.00 feet from the intersection of the center-line of the county road known as Stephen Decatur High School Road (leading from U.S. Route 50 to Trappe) with the centerline of these railroad tracks. Containing 4.425 acres of land using a width of 66 feet for the railroad right of way. Magnetic bearings are May 1979, as surveyed by Layton E. Bunting, Registered Property Line Surveyor, No. 142, March, 1983.

Parcel 4: Beginning at a cement stone set in the ground at the northwest corner of the property owned by Gilbert W. Thompson and on the northeast corner of the property of the grantors, South 5° 00' E 21.0 chains along the boundary of the Thompson property and thence the property owned by Raymond Timmons to a stake in the ground; thence South 57° 00' West 7.25 chains to another stake in the ground; thence South 78° West 1.84 chains to a stake in the ground at the southeast corner of property of Scott and Wimbrow, Inc.; thence by and with the line of Scott and Wimbrow, Inc. and the line of the property of County Commissioners of Worcester County, North 4° 56' West 29.48 chains to a stake in the ground; thence by and with the line of property of L. & H. Construction Company, Inc., South 64° 20' East 10.94 chains to the place of beginning; containing Twenty and Ninety-one Hundreds (20.91) acres, more or less, all as taken from a survey and plat recorded at FWH No. 563, at page 250 in the Worcester County Land Records; and being the same parcel as described on a plat entitled "Plat showing property of Margaret J. Wimbrow, Third Election District, Worcester County, Maryland" made by L.E. Bunting, Jr., L.S. and dated January 21, 1980.

Parcel 5:

(A) Beginning at an angle iron beside a piece of iron ore shown on the attached plat at the letter "A" at a corner of this land, it being the beginning also of the land hereinafter described in Item 2, and from then running by and with the southwest line of the land hereinafter described in Item 2 and which is also shown as Item No. 2 on said plat and by and with lands now or formerly of J. Briddell and J. Fassett, South 65° 00' East, 446.82 feet to a stake at the northwest corner of Acme Poultry Land; thence by and with the west line of the same, South 5° 00' East, 1706.1 feet to the north side of the B. & E. Railroad right of way, the same

being 33 feet north of the center line of the track; thence by and with the north side of said right of way, North 88° 57' West, 496.9 feet to intersect the east line of the former Captain John Selby Purnell's part of Mill Haven Pasture; thence by and with the same, North 5° 30' West, 1766.8 feet to a piece of iron ore; thence North 43° 00' East, 165.0 feet to the place of beginning; containing 20.82 acres of land, more or less, as surveyed by William D. Pitts, Registered Surveyor, on November 15, 1948, with a variation of 6° 28' West; and being all and the same property which was conveyed to the said James C. Coffin and Mabel J. Coffin, his wife, from James R. Kelly and Sarah Kelly, his wife, by deed dated January 31, 1953, and recorded among the land records of Worcester County, Maryland, in Liber C.W.N. No. 55, folio 432, the property in this item described being the property designated as Item 1 on said plat.

(B) Beginning at the letter "A" on the attached plat, being the place of beginning of the property above described in Item 1, and from thence running along an old fence and ditch, North 64° 00' West, 129.75 feet to a corner of the James Purnell lot at the south end of a ditch; thence by and with the middle of said ditch and the said James Purnell land, North 2° 45' West, 291.0 feet to the southeasterly side of the County Road leading from Berlin to Stephen Dacatur High School; thence by and with the same, North 70° 30' East, 41.77 feet to a stake; thence South 2° 45' East, 279.0 feet to a stake; thence South 64° 00' East, 105.35 feet to a stake; thence South 65° 00' East, 42.7 feet to a stake; thence South 6° 30' East 46.9 feet to intersect the line of said land above described in Item 1 at the north side of a large oak; thence by and with said land, North 65° 00' West, 67.2 feet to the place of beginning; as surveyed by William D. Pitts, Registered Surveyor, on July 3, 1956, with a variation of 6° 10' West; and being all and the same property which was conveyed to the said James C. Coffin and Mabel J. Coffin, his wife, from Clarence E. Martin and Virgie B. Martin, his wife, et al., by deed dated July 27, 1956, and intended to be recorded among the aforesaid land records prior hereto, the property in this item described being the property designated as Item 2 on said plat.

Parcel 6: All that lot or parcel of land lying and being situate in the Third Election District of Worcester County, and more particularly described as follows: Beginning at the northeast corner of the property to be described at an iron pipe set twenty feet westerly of the centerline of the pavement of Trappe Road, said iron pipe being also the southeast corner of a two acre tract of land formerly owned by Elijah B. Carey, said iron pipe being also a distance of 201.6 feet measured perpendicularly from the centerline of the former Baltimore, Chesapeake, and Atlantic Railroad; thence by and with the westerly side of Trappe Road and 20 feet from the centerline of pavement the following two courses and distances in a southerly direction: 1. An arc distance of 238.01 feet at a radius to the left of 962.47 feet; 2. S 4°36'08"W, 176.61 feet to a pipe set at the northeast corner of the land of Della C. Ayres, said pipe being also approximately 25 feet south of a large drainage ditch; thence, by and with the land of Della C. Ayres N 80° 09'11"W, 69.03 feet to an iron pipe set; thence, continuing by and with the land of Della C. Ayres, S45° 20'16"W, 163.12 feet to an iron pipe set; thence, continuing by and with the land of Della C. Ayres and the northerly property line of James Sewell Ayres, S 83° 56'30"W, 328.30 feet to an angle point on the easterly property line of land of Rothman & Schubert Real Estate, Inc.; thence, by and with the easterly property line of Rothman & Schubert Real Estate, Inc., N 1°56'31"W, 262.54 feet to a pipe (found 0.9 feet north of a stone) on the property line of land now owned by the Worcester County Commissioners (formerly owned by Frederick M. Bailey); thence, by and with the land of the Worcester County Commissioners the following two courses and distances: 1. S88° 26'54"E, 65.91 feet to a found stone; 2. N 9°16'19"E, 375.48' to a found stone at the northwest corner of this property being described and to the land formerly of Elijah B. Carey, said stone being 201.6 feet from the centerline of the aforementioned railroad; thence, by and with the land formerly of Elijah B. Carey, parallel with and 201.6 feet distant from the centerline of the former Baltimore, Chesapeake, and Atlantic Railroad, S 79°24'25"E, 463.17 feet to the beginning. Containing 5.9665 acres or 259,903 square feet of land as surveyed by L.E. Bunting, Jr. Registered Land Surveyor #142 in the State of Maryland during the month of April, 1980 with the magnetic bearings of May, 1979; as shown on "Plat showing Property of James H. Fassett" dated April 27, 1980.

Parcel 7: All that certain tract, part of a tract or parcel of land situate on the westerly side of the County Road leading from Trappe to Cross Roads No. 2 East of the town of Berlin, in the Third Election District of Worcester County, Maryland, which is more particularly described as follows, to wit: BEGINNING for the same at an iron pipe set at the northwest end of the property hereby granted and conveyed, said point being also at a corner of lands conveyed to Gilbert W. Thompson and Mary H. Thompson, his wife, from Roland W. Beauchamp and Margaret J. Beauchamp, his wife, by deed dated July 19, 1960, and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 137, folio 383, et seq., said point of beginning also being on the East line of lands formerly owned by Acme Poultry Corporation and South 5 degrees 00 minutes East 8.46 chains from a stone set in cement on the line of property now or formerly of J. Richard Phillips and the northeast corner of the lands now or formerly of Acme Poultry Corporation, from said point of beginning running by and with the line dividing this land from the lands conveyed to Gilbert W. Thompson and wife as aforesaid, South 65 degrees 48 minutes East 13.36 chains to a cement boulder set 20 feet from the center line of the County Road leading to Cross Roads No. 2 (passing over two iron pipes set as line markers); thence by and with the northwesterly side of said County Road the four following courses: South 25 degrees 4 minutes West 1.72 chains; South 26 degrees 00 minutes West 1.75 chains; South 30 degrees 00 minutes West 1.00 chains; South 32 degrees 30 minutes West 5.00 chains to the right of way of the B & E Railroad; thence by and with said right of way of said B & E Railroad North 88 degrees 00 minutes West 7.85 chains to the line of the aforesaid property of Acme Poultry Corporation; thence by and with the east line of the same the two following courses: North 57 degrees 00 minutes East 1.72 chains; thence North 5 degrees 00 minutes West 12.54 chains to the place of beginning; containing and now laid out for 10.80 acres, be the same, more or less.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

That certain 10.77 acre (approx.) parcel or tract of land, together with non-exclusive easements for access 24 hours a day, seven days a week and for utilities services and facilities, located in the Town of Berlin, County of Worcester and State of Maryland, and more particularly described as follows:

All of that parcel of land, situate, lying and being in the Third Tax District, Worcester County, State of Maryland, located on but not binding upon the southerly side of Flower Street and more particularly described as follows:

COMMENCING at a point on the southerly right of way line of Flower Street at the northwest corner of the lands now or formerly of Harry W. and Lucille Henry, Deed Reference 874/356 and also the northeast corner of lands now or formally of The County Commissioners of Worcester County, Maryland, Deed Reference 97/266 and 869/544; thence by and with the southerly right of way line of said Flower Street and The County Commissioners of Worcester County, Maryland South 70 degrees 30 minutes 00 seconds West, a distance of 31.33 feet to a point on the lands now or formerly of The County Commissioners of Worcester County, Maryland, Deed Reference 97/266 and 869/544; said point also being the northwest corner of a 20 feet Utility & Access Easement. Thence leaving the right of way of said Flower Street and by and with the westerly line of the 20 feet Utility and Access Easement and through the lands now or formerly of The County Commissioners of Worcester County, Maryland Deed Reference 97/266, 869/544, 680/124 and 804/586 the following seventeen (17) courses and distances: (1) South 02 degrees 45 minutes 00 seconds East, 287.73 feet; (2) South 64 degrees 00 minutes 00 seconds East, 137.96 feet; (3) South 06 degrees 30 minutes 00 seconds East, 65.17 feet; (4) South 57 degrees 07 minutes 08 seconds East, 346.80 feet; (5) South 75 degrees 01 minutes 19 seconds East, 82.02 feet; (6) South 11 degrees 31 minutes 39 seconds East, 174.11 feet; (7) South 37 degrees 20 minutes 30 seconds West, 290.52 feet; (8) South 11 degrees 22 minutes 16 seconds West, 180.34 feet; (9) South 09 degrees 28 minutes 50 seconds East, 769.65 feet; (10) South 44 degrees 58 minutes 35 seconds East, 172.17 feet; (11) South 24 degrees 13 minutes 46 seconds East, 162.93 feet; (12) North 85 degrees 27 minutes 44 seconds West, 308.27 feet; (13) South 46 degrees 03 minutes 01 seconds West, 132.10 feet; (14) South 65 degrees 25 minutes 23 seconds West, 34.51 feet; (15) South 89 degrees 00 minutes 28 seconds West, 167.54 feet; (16) South 69 degrees 02 minutes 58 seconds West, 62.70 feet; (17) South 44 degrees 27 minutes 51 seconds West, 55.87 feet; thence leaving said westerly side of 20 feet Utility and Access Easement, South 38 degrees 42 minutes 41 seconds East, 289.56 feet to a point being marked by an iron rod/cap placed and being the point of beginning of said Lease Area. Thence South 51 degrees 17 minutes 19 seconds West, a distance of 732.82 feet to a point marked by an iron rod/cap placed; thence North 38 degrees 42 minutes 41 seconds West, a distance of 640.00 feet to a point marked by an iron rod/cap placed; thence North 51 degrees 17 minutes 19 seconds East, a distance of 732.82 feet to a point marked by an iron rod/cap placed; thence South 38 degrees 42 minutes 41 seconds East, a distance of 640.00 feet to the point of beginning containing 10.769 Acres more or less and being all of the lands now or formerly of The County Commissioners of Worcester County, Maryland and together with a 20 feet Utility and Access Easement described as follows:

COMMENCING at a point on the southerly right of way line of Flower Street at the northwest corner of the lands now or formerly of Harry W. and Lucille Henry, Deed Reference 874/356 and also the northeast corner of lands now or formerly of The County Commissioners of Worcester County, Maryland, Deed Reference 97/266 and 869/544; thence by and with the southerly right of way line of said Flower Street and the lands now or formerly of The County Commissioners of Worcester County, Maryland, South 70 degrees 30 minutes 00 seconds West, a distance of 10.44 feet to the point of beginning of Easement Area, said point being a northeast corner of the 20 feet Utility and Access Easement herein described; thence leaving the right of way said Flower Street and on and through the lands now or formerly of The County Commissioners of Worcester County, Maryland the following fifty-five (55) courses and distances: (1) South 02 degrees 45 minutes 00 seconds East, 281.91 feet; (2) South 64 degrees 00 minutes 00 seconds East, 137.10 feet; (3) South 06 degrees 30 minutes 00 seconds East, 66.68 feet; (4) South 57 degrees 07

minutes 08 seconds East, 334.20 feet; (5) South 75 degrees 01 minutes 19 seconds East, 91.24 feet; (6) South 11 degrees 31 minutes 39 seconds East, 195.57 feet; (7) South 37 degrees 20 minutes 30 seconds West, 295.00 feet; (8) South 11 degrees 22 minutes 16 seconds West, 172.05 feet; (9) South 09 degrees 28 minutes 50 seconds East, 759.57 feet; (10) South 44 degrees 58 minutes 35 seconds East, 169.43 feet; (11) South 24 degrees 13 minutes 46 seconds East, 194.38 feet; (12) South 63 degrees 23 minutes 45 seconds East, 94.12 feet; (13) South 80 degrees 53 minutes 01 seconds East, 117.93 feet; (14) South 86 degrees 41 minutes 39 seconds East, 377.68 feet; (15) South 81 degrees 03 minutes 42 seconds East, 55.11 feet; (16) South 60 degrees 48 minutes 14 seconds East, 56.39 feet; (17) South 39 degrees 16 minutes 22 seconds East, 57.95 feet; (18) South 10 degrees 16 minutes 20 seconds East, 58.21 feet; (19) South 16 degrees 44 minutes 38 seconds West, 205.83 feet; (20) South 73 degrees 53 minutes 56 seconds East, 267.24 feet to the westerly right of way line of Seahawk Road; thence by and with said Seahawk Road (21) South 13 degrees 02 minutes 13 seconds West, 20.03 feet; thence leaving Seahawk Road (22) North 73 degrees 53 minutes 56 seconds West, 288.54 feet; (23) North 16 degrees 44 minutes 38 seconds East, 221.25 feet; (24) North 10 degrees 16 minutes 20 seconds West, 48.23 feet; (25) North 39 degrees 16 minutes 22 seconds West, 48.98 feet; (26) North 60 degrees 48 minutes 14 seconds West, 49.02 feet; (27) North 81 degrees 03 minutes 42 seconds West, 50.55 feet; (28) North 86 degrees 41 minutes 39 seconds West, 377.71 feet; (29) North 80 degrees 53 minutes 01 seconds West, 122.02 feet; (30) North 63 degrees 23 minutes 45 seconds West, 132.53 feet; (31) North 85 degrees 27 minutes 44 seconds West, 289.91 feet; (32) South 46 degrees 03 minutes 01 seconds West, 126.51 feet; (33) South 65 degrees 25 minutes 23 seconds West, 42.10 feet; (34) South 89 degrees 00 minutes 28 seconds West, 168.20 feet; (35) South 69 degrees 02 minutes 58 seconds West, 54.82 feet; (36) South 44 degrees 27 minutes 51 seconds West, 540.71 feet; (37) North 45 degrees 32 minutes 09 seconds West, 20.00 feet; (38) North 44 degrees 27 minutes 51 seconds East, 545.07 feet; (39) North 69 degrees 02 minutes 58 seconds East, 62.70 feet; (40) North 89 degrees 00 minutes 28 seconds East, 167.54 feet; (41) North 65 degrees 25 minutes 23 seconds East, 34.51 feet; (42) North 46 degrees 03 minutes 01 seconds East, 132.10 feet; (43) South 85 degrees 27 minutes 44 seconds East, 308.27 feet; (44) North 24 degrees 13 minutes 46 seconds West, 162.93 feet; (45) North 44 degrees 58 minutes 35 seconds West, 172.17 feet; (46) North 09 degrees 28 minutes 50 seconds West, 769.65 feet; (47) North 11 degrees 22 minutes 16 seconds East, 180.34 feet; (48) North 37 degrees 20 minutes 30 seconds East, 290.52 feet; (49) North 11 degrees 31 minutes 39 seconds West, 174.11 feet; (50) North 75 degrees 01 minutes 19 seconds West, 82.02 feet; (51) North 57 degrees 07 minutes 08 seconds West, 346.80 feet; (52) North 06 degrees 30 minutes 00 seconds West, 65.17 feet; (53) North 64 degrees 00 minutes 00 seconds West, 137.96 feet; (54) North 02 degrees 45 minutes 00 seconds West, 287.73 feet; (55) North 70 degrees 30 minutes 00 seconds East, 20.89 feet to the point of beginning of the Easement Area and containing 2.41 Acres, more or less.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
 10 Presidential Way
 Woburn, MA 01801
 Attn: Land Management/Karla Disla, Esq.
 ATC Site No: 204155
 ATC Site Name: BERLIN P
 Assessor's Parcel No(s):

Prior Recorded Lease Reference:

Book 5590, Page 056
 State of Maryland
 County of Worcester

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **County Commissioners of Worcester County, Maryland**, a municipal corporation ("**Landlord**") and **ATC Ponderosa K LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower Ground Lease dated February 19, 2002 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be February 18, 2062. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of

Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 1 West Market Street, Room 1103, Snow Hill, MD 21863-1195; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

**County Commissioners of Worcester County,
Maryland,**

a municipal corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

ATC Ponderosa K LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

That certain lot or parcel of land situated in the Town of Berlin, County of Worcester and State of Maryland, bounded and described as follows:

Parcel 1: All that parcel of land lying and being situate in the Third Election District of Worcester County, Maryland, lying on the north side of Kitts Branch; west of, but not adjoining Trappe Road; and south of, but not adjoining the railroad tracks now owned by Historic Railroads, Inc.; more particularly described as follows: Beginning at a point in the center of the run of Kitts Branch (formerly known as Camp Ground Branch), said point being on the first course of a deed from Charles Wells, Charlotte A. Wells and Mary Erexine Henry to Cyrus P. Nelson, dated July 28, 1874, and recorded among the land records of Worcester County, Maryland, in Liber I.T.M. 3, folio 585, and also on the first course of the James A. Collins to Charles R. Henry deed, dated January 31, 1829, and recorded among the land records of Worcester County, Maryland, in Liber A.U., Folio 356; the beginning point of this description being also, North 01°58'22" East and 155.88' from a stone found on the southwest side of Kitts Branch, said stone being the beginning point of the aforementioned deeds; thence continuing by and with the first course of the aforementioned deeds, North 01°58'22" East, 459.54'; thence North 86°50'45" East (passing through a large hickory tree at a distance of 846' at the southwest corner of Raymond C. McAllister's land) 1,341.23' to a monument found at the southeast corner of the McAllister land and the southwest corner of Margaret J. Wimbrow's land; thence North 88°26'59" East, 121.00' to another monument found at the southeast corner of Wimbrow's land; thence North 88°26'59" East, 204.50'; thence South 39°00'13" East, 121.62' to a stone found at the northwest corner of the land of James H. Fassett; thence by and with Fassett's land the following two courses, South 09°16'19" West, 375.48' to a found stone; and North 88°26'54" West, 65.91' to a found pipe at the northeast corner of land belonging to Rothman and Schubert Real Estate, Inc.; thence by and with the Rothman and Schubert land North 88°12'00" West, 240.24'; South 63°18'00" West, 229.02'; and South 05°57'00" East, ± 552' to the center of the run of Kitts Branch; thence by and with the run of Kitts Branch ± 1,450' to the beginning.

Containing 25.03 acres of land more or less, as shown on a plat titled "Property Survey of land of Fredricka D. Bailey" dated July, 1979.

Parcel 2: A tract or parcel of land situated in the Third Election District of Worcester County, Maryland, east of the easterly Corporate Limit Line of Berlin, Maryland, and on the west side of an area known as the Berlin Landfill; being all and the same land that was conveyed unto The Adkins Company of Berlin from Marie E. Carey, Grace R. Carey, Ann R. Carey, and Carey Williams by Item '2' of a deed recorded among the Worcester County Land Records in Liber F.W.H. 122, folio 545 on October 18, 1955; and being more particularly described as follows:

Beginning at the northwest corner of a parcel of land of Raymond C. McAllister (Deed Reference F.W.H. 628/317), formerly land of Jesse Taylor, at a point 33 feet southerly from the centerline of the former Baltimore and Eastern Railroad Company tracks, said point of beginning being also located opposite a point 1463 feet westerly along the said railroad centerline from its intersection with the center of the county road known as Stephen Decatur High School Road;

Thence, by and with the westerly property line of the land of Raymond C. McAllister, S 3°01'20" W, 296.23 feet to a large hickory tree and stone found on the northerly property line of a parcel of land conveyed by Fredericka D. Bailey unto the County Commissioners of Worcester County (Deed Reference F.W.H. 680/124);

thence, by and with the northerly property line of the former Fredericka D. Bailey land, S 86°50'45" W, 846.39 feet to a point on the easterly property line of land formerly belonging to Cyrus P. Nelson;

thence, by and with the easterly property lines of land formerly of said Cyrus P. Nelson in part and also land of Wallace N. Purnell (Deed Reference F.W.H. 91/466), N 1°58'20" E, 502.93 feet to a point on the southerly right of way line of the said former Baltimore and Eastern Railroad Company;

thence, by and with the southerly right of way line of the former Baltimore and Eastern Railroad and 33 feet from its centerline, S 79°14'30" E, 858.50 feet to the point of beginning.

Containing 7.759 acres of land as determined by me L.E. Bunting, Jr., Registered Maryland Property Line Land Surveyor #142 from my field notes of May, 1979 through January, 1981; and shown on a plat titled "Plat-Showing Property of The Adkins Company" dated February 1, 1982.

Parcel 3: A part of the property of Historic Railroads, Inc., located in the Third Election District of Worcester County, Maryland, to be conveyed to the County Commissioners of Worcester County; being a part of the property conveyed from the Baltimore and Eastern Railroad Company to Historic Railroads, Inc., by quitclaim deed recorded in Liber F.W.H. No. 441, folio 14, 15, 16, and dated May 6, 1974. Beginning in the center of the railroad tracks of the former Wicomico and Pocomoke Railroad Company at a point on said railroad company's easterly extension from the Town of Berlin, Maryland; said point of beginning being on the easterly "Corporate Limit Line of the Town of Berlin, Maryland", at the intersection of the centerline of the aforesaid railroad tracks and the center of the run of Kitts Branch; thence extending in an easterly direction along the centerline of the aforesaid railroad tracks, from the center of the run of Kitts Branch and the "Corporate Limit Line of Berlin, Maryland", for a width of 66 feet (See Note Below), measured perpendicularly from the center of the railroad tracks 33 feet on each side, S 79° 18' E, 2921 feet to a point located S 79° 18' E, 20.00 feet from the intersection of the center-line of the county road known as Stephen Decatur High School Road (leading from U.S. Route 50 to Trappe) with the centerline of these railroad tracks. Containing 4.425 acres of land using a width of 66 feet for the railroad right of way. Magnetic bearings are May 1979, as surveyed by Layton E. Bunting, Registered Property Line Surveyor, No. 142, March, 1983.

Parcel 4: Beginning at a cement stone set in the ground at the northwest corner of the property owned by Gilbert W. Thompson and on the northeast corner of the property of the grantors, South 5° 00' E 21.0 chains along the boundary of the Thompson property and thence the property owned by Raymond Timmons to a stake in the ground; thence South 57° 00' West 7.25 chains to another stake in the ground; thence South 78° West 1.84 chains to a stake in the ground at the southeast corner of property of Scott and Wimbrow, Inc.; thence by and with the line of Scott and Wimbrow, Inc. and the line of the property of County Commissioners of Worcester County, North 4° 56' West 29.48 chains to a stake in the ground; thence by and with the line of property of L. & H. Construction Company, Inc., South 64° 20' East 10.94 chains to the place of beginning; containing Twenty and Ninety-one Hundreds (20.91) acres, more or less, all as taken from a survey and plat recorded at FWH No. 563, at page 250 in the Worcester County Land Records; and being the same parcel as described on a plat entitled "Plat showing property of Margaret J. Wimbrow, Third Election District, Worcester County, Maryland" made by L.E. Bunting, Jr., L.S. and dated January 21, 1980.

Parcel 5:

(A) Beginning at an angle iron beside a piece of iron ore shown on the attached plat at the letter "A" at a corner of this land, it being the beginning also of the land hereinafter described in Item 2, and from then running by and with the southwest line of the land hereinafter described in Item 2 and which is also shown as Item No. 2 on said plat and by and with lands now or formerly of J. Briddell and J. Fassett, South 65° 00' East, 446.82 feet to a stake at the northwest corner of Acme Poultry Land; thence by and with the west line of the same, South 5° 00' East, 1706.1 feet to the north side of the B. & E. Railroad right of way, the same

being 33 feet north of the center line of the track; thence by and with the north side of said right of way, North 88° 57' West, 496.9 feet to intersect the east line of the former Captain John Selby Purnell's part of Mill Haven Pasture; thence by and with the same, North 5° 30' West, 1766.8 feet to a piece of iron ore; thence North 43° 00' East, 165.0 feet to the place of beginning; containing 20.82 acres of land, more or less, as surveyed by William D. Pitts, Registered Surveyor, on November 15, 1948, with a variation of 6° 28' West; and being all and the same property which was conveyed to the said James C. Coffin and Mabel J. Coffin, his wife, from James R. Kelly and Sarah Kelly, his wife, by deed dated January 31, 1953, and recorded among the land records of Worcester County, Maryland, in Liber C.W.N. No. 55, folio 432, the property in this item described being the property designated as Item 1 on said plat.

(B) Beginning at the letter "A" on the attached plat, being the place of beginning of the property above described in Item 1, and from thence running along an old fence and ditch, North 64° 00' West, 129.75 feet to a corner of the James Purnell lot at the south end of a ditch; thence by and with the middle of said ditch and the said James Purnell land, North 2° 45' West, 291.0 feet to the southeasterly side of the County Road leading from Berlin to Stephen Dacatur High School; thence by and with the same, North 70° 30' East, 41.77 feet to a stake; thence South 2° 45' East, 279.0 feet to a stake; thence South 64° 00' East, 105.35 feet to a stake; thence South 65° 00' East, 42.7 feet to a stake; thence South 6° 30' East 46.9 feet to intersect the line of said land above described in Item 1 at the north side of a large oak; thence by and with said land, North 65° 00' West, 67.2 feet to the place of beginning; as surveyed by William D. Pitts, Registered Surveyor, on July 3, 1956, with a variation of 6° 10' West; and being all and the same property which was conveyed to the said James C. Coffin and Mabel J. Coffin, his wife, from Clarence E. Martin and Virgie B. Martin, his wife, et al., by deed dated July 27, 1956, and intended to be recorded among the aforesaid land records prior hereto, the property in this item described being the property designated as Item 2 on said plat.

Parcel 6: All that lot or parcel of land lying and being situate in the Third Election District of Worcester County, and more particularly described as follows: Beginning at the northeast corner of the property to be described at an iron pipe set twenty feet westerly of the centerline of the pavement of Trappe Road, said iron pipe being also the southeast corner of a two acre tract of land formerly owned by Elijah B. Carey, said iron pipe being also a distance of 201.6 feet measured perpendicularly from the centerline of the former Baltimore, Chesapeake, and Atlantic Railroad; thence by and with the westerly side of Trappe Road and 20 feet from the centerline of pavement the following two courses and distances in a southerly direction: 1. An arc distance of 238.01 feet at a radius to the left of 962.47 feet; 2. S 4°36'08"W, 176.61 feet to a pipe set at the northeast corner of the land of Della C. Ayres, said pipe being also approximately 25 feet south of a large drainage ditch; thence, by and with the land of Della C. Ayres N 80° 09'11"W, 69.03 feet to an iron pipe set; thence, continuing by and with the land of Della C. Ayres, S45° 20'16"W, 163.12 feet to an iron pipe set; thence, continuing by and with the land of Della C. Ayres and the northerly property line of James Sewell Ayres, S 83° 56'30"W, 328.30 feet to an angle point on the easterly property line of land of Rothman & Schubert Real Estate, Inc.; thence, by and with the easterly property line of Rothman & Schubert Real Estate, Inc., N 1°56'31"W, 262.54 feet to a pipe (found 0.9 feet north of a stone) on the property line of land now owned by the Worcester County Commissioners (formerly owned by Frederick M. Bailey); thence, by and with the land of the Worcester County Commissioners the following two courses and distances: 1. S88° 26'54"E, 65.91 feet to a found stone; 2. N 9°16'19"E, 375.48' to a found stone at the northwest corner of this property being described and to the land formerly of Elijah B. Carey, said stone being 201.6 feet from the centerline of the aforementioned railroad; thence, by and with the land formerly of Elijah B. Carey, parallel with and 201.6 feet distant from the centerline of the former Baltimore, Chesapeake, and Atlantic Railroad, S 79°24'25"E, 463.17 feet to the beginning. Containing 5.9665 acres or 259,903 square feet of land as surveyed by L.E. Bunting, Jr. Registered Land Surveyor #142 in the State of Maryland during the month of April, 1980 with the magnetic bearings of May, 1979; as shown on "Plat showing Property of James H. Fassett" dated April 27, 1980.

Parcel 7: All that certain tract, part of a tract or parcel of land situate on the westerly side of the County Road leading from Trappe to Cross Roads No. 2 East of the town of Berlin, in the Third Election District of Worcester County, Maryland, which is more particularly described as follows, to wit: BEGINNING for the same at an iron pipe set at the northwest end of the property hereby granted and conveyed, said point being also at a corner of lands conveyed to Gilbert W. Thompson and Mary H. Thompson, his wife, from Roland W. Beauchamp and Margaret J. Beauchamp, his wife, by deed dated July 19, 1960, and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 137, folio 383, et seq., said point of beginning also being on the East line of lands formerly owned by Acme Poultry Corporation and South 5 degrees 00 minutes East 8.46 chains from a stone set in cement on the line of property now or formerly of J. Richard Phillips and the northeast corner of the lands now or formerly of Acme Poultry Corporation, from said point of beginning running by and with the line dividing this land from the lands conveyed to Gilbert W. Thompson and wife as aforesaid, South 65 degrees 48 minutes East 13.36 chains to a cement boulder set 20 feet from the center line of the County Road leading to Cross Roads No. 2 (passing over two iron pipes set as line markers); thence by and with the northwesterly side of said County Road the four following courses: South 25 degrees 4 minutes West 1.72 chains; South 26 degrees 00 minutes West 1.75 chains; South 30 degrees 00 minutes West 1.00 chains; South 32 degrees 30 minutes West 5.00 chains to the right of way of the B & E Railroad; thence by and with said right of way of said B & E Railroad North 88 degrees 00 minutes West 7.85 chains to the line of the aforesaid property of Acme Poultry Corporation; thence by and with the east line of the same the two following courses: North 57 degrees 00 minutes East 1.72 chains; thence North 5 degrees 00 minutes West 12.54 chains to the place of beginning; containing and now laid out for 10.80 acres, be the same, more or less.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

That certain 10.77 acre (approx.) parcel or tract of land, together with non-exclusive easements for access 24 hours a day, seven days a week and for utilities services and facilities, located in the Town of Berlin, County of Worcester and State of Maryland, and more particularly described as follows:

All of that parcel of land, situate, lying and being in the Third Tax District, Worcester County, State of Maryland, located on but not binding upon the southerly side of Flower Street and more particularly described as follows:

COMMENCING at a point on the southerly right of way line of Flower Street at the northwest corner of the lands now or formerly of Harry W. and Lucille Henry, Deed Reference 874/356 and also the northeast corner of lands now or formally of The County Commissioners of Worcester County, Maryland, Deed Reference 97/266 and 869/544; thence by and with the southerly right of way line of said Flower Street and The County Commissioners of Worcester County, Maryland South 70 degrees 30 minutes 00 seconds West, a distance of 31.33 feet to a point on the lands now or formerly of The County Commissioners of Worcester County, Maryland, Deed Reference 97/266 and 869/544; said point also being the northwest corner of a 20 feet Utility & Access Easement. Thence leaving the right of way of said Flower Street and by and with the westerly line of the 20 feet Utility and Access Easement and through the lands now or formerly of The County Commissioners of Worcester County, Maryland Deed Reference 97/266, 869/544, 680/124 and 804/586 the following seventeen (17) courses and distances: (1) South 02 degrees 45 minutes 00 seconds East, 287.73 feet; (2) South 64 degrees 00 minutes 00 seconds East, 137.96 feet; (3) South 06 degrees 30 minutes 00 seconds East, 65.17 feet; (4) South 57 degrees 07 minutes 08 seconds East, 346.80 feet; (5) South 75 degrees 01 minutes 19 seconds East, 82.02 feet; (6) South 11 degrees 31 minutes 39 seconds East, 174.11 feet; (7) South 37 degrees 20 minutes 30 seconds West, 290.52 feet; (8) South 11 degrees 22 minutes 16 seconds West, 180.34 feet; (9) South 09 degrees 28 minutes 50 seconds East, 769.65 feet; (10) South 44 degrees 58 minutes 35 seconds East, 172.17 feet; (11) South 24 degrees 13 minutes 46 seconds East, 162.93 feet; (12) North 85 degrees 27 minutes 44 seconds West, 308.27 feet; (13) South 46 degrees 03 minutes 01 seconds West, 132.10 feet; (14) South 65 degrees 25 minutes 23 seconds West, 34.51 feet; (15) South 89 degrees 00 minutes 28 seconds West, 167.54 feet; (16) South 69 degrees 02 minutes 58 seconds West, 62.70 feet; (17) South 44 degrees 27 minutes 51 seconds West, 55.87 feet; thence leaving said westerly side of 20 feet Utility and Access Easement, South 38 degrees 42 minutes 41 seconds East, 289.56 feet to a point being marked by an iron rod/cap placed and being the point of beginning of said Lease Area. Thence South 51 degrees 17 minutes 19 seconds West, a distance of 732.82 feet to a point marked by an iron rod/cap placed; thence North 38 degrees 42 minutes 41 seconds West, a distance of 640.00 feet to a point marked by an iron rod/cap placed; thence North 51 degrees 17 minutes 19 seconds East, a distance of 732.82 feet to a point marked by an iron rod/cap placed; thence South 38 degrees 42 minutes 41 seconds East, a distance of 640.00 feet to the point of beginning containing 10.769 Acres more or less and being all of the lands now or formerly of The County Commissioners of Worcester County, Maryland and together with a 20 feet Utility and Access Easement described as follows:

COMMENCING at a point on the southerly right of way line of Flower Street at the northwest corner of the lands now or formerly of Harry W. and Lucille Henry, Deed Reference 874/356 and also the northeast corner of lands now or formerly of The County Commissioners of Worcester County, Maryland, Deed Reference 97/266 and 869/544; thence by and with the southerly right of way line of said Flower Street and the lands now or formerly of The County Commissioners of Worcester County, Maryland, South 70 degrees 30 minutes 00 seconds West, a distance of 10.44 feet to the point of beginning of Easement Area, said point being a northeast corner of the 20 feet Utility and Access Easement herein described; thence leaving the right of way said Flower Street and on and through the lands now or formerly of The County Commissioners of Worcester County, Maryland the following fifty-five (55) courses and distances: (1) South 02 degrees 45 minutes 00 seconds East, 281.91 feet; (2) South 64 degrees 00 minutes 00 seconds East, 137.10 feet; (3) South 06 degrees 30 minutes 00 seconds East, 66.68 feet; (4) South 57 degrees 07

minutes 08 seconds East, 334.20 feet; (5) South 75 degrees 01 minutes 19 seconds East, 91.24 feet; (6) South 11 degrees 31 minutes 39 seconds East, 195.57 feet; (7) South 37 degrees 20 minutes 30 seconds West, 295.00 feet; (8) South 11 degrees 22 minutes 16 seconds West, 172.05 feet; (9) South 09 degrees 28 minutes 50 seconds East, 759.57 feet; (10) South 44 degrees 58 minutes 35 seconds East, 169.43 feet; (11) South 24 degrees 13 minutes 46 seconds East, 194.38 feet; (12) South 63 degrees 23 minutes 45 seconds East, 94.12 feet; (13) South 80 degrees 53 minutes 01 seconds East, 117.93 feet; (14) South 86 degrees 41 minutes 39 seconds East, 377.68 feet; (15) South 81 degrees 03 minutes 42 seconds East, 55.11 feet; (16) South 60 degrees 48 minutes 14 seconds East, 56.39 feet; (17) South 39 degrees 16 minutes 22 seconds East, 57.95 feet; (18) South 10 degrees 16 minutes 20 seconds East, 58.21 feet; (19) South 16 degrees 44 minutes 38 seconds West, 205.83 feet; (20) South 73 degrees 53 minutes 56 seconds East, 267.24 feet to the westerly right of way line of Seahawk Road; thence by and with said Seahawk Road (21) South 13 degrees 02 minutes 13 seconds West, 20.03 feet; thence leaving Seahawk Road (22) North 73 degrees 53 minutes 56 seconds West, 288.54 feet; (23) North 16 degrees 44 minutes 38 seconds East, 221.25 feet; (24) North 10 degrees 16 minutes 20 seconds West, 48.23 feet; (25) North 39 degrees 16 minutes 22 seconds West, 48.98 feet; (26) North 60 degrees 48 minutes 14 seconds West, 49.02 feet; (27) North 81 degrees 03 minutes 42 seconds West, 50.55 feet; (28) North 86 degrees 41 minutes 39 seconds West, 377.71 feet; (29) North 80 degrees 53 minutes 01 seconds West, 122.02 feet; (30) North 63 degrees 23 minutes 45 seconds West, 132.53 feet; (31) North 85 degrees 27 minutes 44 seconds West, 289.91 feet; (32) South 46 degrees 03 minutes 01 seconds West, 126.51 feet; (33) South 65 degrees 25 minutes 23 seconds West, 42.10 feet; (34) South 89 degrees 00 minutes 28 seconds West, 168.20 feet; (35) South 69 degrees 02 minutes 58 seconds West, 54.82 feet; (36) South 44 degrees 27 minutes 51 seconds West, 540.71 feet; (37) North 45 degrees 32 minutes 09 seconds West, 20.00 feet; (38) North 44 degrees 27 minutes 51 seconds East, 545.07 feet; (39) North 69 degrees 02 minutes 58 seconds East, 62.70 feet; (40) North 89 degrees 00 minutes 28 seconds East, 167.54 feet; (41) North 65 degrees 25 minutes 23 seconds East, 34.51 feet; (42) North 46 degrees 03 minutes 01 seconds East, 132.10 feet; (43) South 85 degrees 27 minutes 44 seconds East, 308.27 feet; (44) North 24 degrees 13 minutes 46 seconds West, 162.93 feet; (45) North 44 degrees 58 minutes 35 seconds West, 172.17 feet; (46) North 09 degrees 28 minutes 50 seconds West, 769.65 feet; (47) North 11 degrees 22 minutes 16 seconds East, 180.34 feet; (48) North 37 degrees 20 minutes 30 seconds East, 290.52 feet; (49) North 11 degrees 31 minutes 39 seconds West, 174.11 feet; (50) North 75 degrees 01 minutes 19 seconds West, 82.02 feet; (51) North 57 degrees 07 minutes 08 seconds West, 346.80 feet; (52) North 06 degrees 30 minutes 00 seconds West, 65.17 feet; (53) North 64 degrees 00 minutes 00 seconds West, 137.96 feet; (54) North 02 degrees 45 minutes 00 seconds West, 287.73 feet; (55) North 70 degrees 30 minutes 00 seconds East, 20.89 feet to the point of beginning of the Easement Area and containing 2.41 Acres, more or less.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

Berlin ^{MD} 2067A - Prime Lease

WORCESTER COUNTY
TOWER GROUND LEASE

THIS GROUND LEASE ("Lease"), made and entered into this 19th day of February 2002, by and between County Commissioners of Worcester County, Maryland ("Landlord"), and GBH Radio, Inc. ("Tenant").

WITNESSETH:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows: Landlord hereby demises and leases to Tenant, and Tenant hereby hires from Landlord, for all purposes which Tenant may desire, a portion of real property located on the southeast side of Flower Street (formerly known as the Berlin Landfill site), approximately 2300 feet west of Seabawk Road, Worcester County, Maryland, more fully described in EXHIBIT A attached hereto and by this reference made a part hereof (the "Property"). The 10.77 acre portion of the Property leased to Tenant measures approximately 640' x 732.82' and is centered on coordinates (N. Latitude _____) (W. Longitude _____) more fully described in EXHIBIT B annexed hereto and by this reference made a part hereof ("Demised Premises").

TO HAVE AND TO HOLD the Demised Premises, together with all rights, privileges, easements and appurtenances thereto belonging and attaching, unto Tenant.

This Lease is made upon the covenants and agreements hereinafter set forth with which the parties respectively agree to observe and comply during the Term (as hereinafter defined) of this Lease.

ITEM 7

1. TERM

(a) This lease shall commence on the date first set forth above ("Commencement Date") and continue for an initial term of five (5) years (the "Initial Term"), with seven (7) additional five(5) year renewal terms (each a "Renewal Term" or collectively the "Renewal Terms"). Each Renewal Term option shall be deemed exercised and automatically take effect unless Tenant advised Landlord at least one (1) year prior to the expiration of the Initial Term (or any of the Renewal Terms, if applicable) that Tenant does not desire to renew this Lease. The Initial Term and Renewal Term(s) are collectively referred to herein as the "Term."

(b) Notwithstanding the foregoing, in the event Tenant does not commence construction of the Communications Facility within one (1) year of the Commencement Date, Landlord shall have the right to terminate this Lease upon thirty (30) days' prior written notice; provided, however, that Landlord's right to terminate upon the expiration of such one (1) year period shall be voided if not exercised prior to construction of the Communications Facility being commenced thereafter.

2. RENT.

(a) Tenant shall pay to Landlord monthly rent of Five Percent (5%) of its gross income of tower rental fees (including all annual increases thereto) or One Thousand Dollars (\$1,000.00), whichever is greater. The \$1,000.00 rent payment is a minimum and shall be adjusted at the beginning of each renewal term in accordance with the Consumer Price Index, All Cities Average, Urban Consumers, all items.

3. USE OF PREMISES; COMPLIANCE WITH LAWS AND REGULATIONS.

(a) Tenant shall use the Demised Premises for the sole purpose of constructing, maintaining and operating a Communications Facility (as hereinafter defined) and any related improvements. Tenant shall have the right to use the Communications Facility for its business purposes, which shall include, but not be limited to, the subleasing or licensing to third parties (without Landlord's consent) of space upon and within the Communications Facility and the Demised Premises. Such licensees or sublessees of Tenants shall have full access to the Demised Premises for their business purposes. For the purposes of this Lease, "Communications Facility" shall be defined as communications towers, poles, guy wires and anchors, equipment shelters, associated support buildings and any related improvements. Any use of the Demised Premises other than as set forth in this Paragraph 3(a) shall require the prior written consent of the Landlord. Vacant spaces or unused capacity for antenna and communications equipment shall be made available for lease to third parties at market rents.

(b) Tenant shall have the right to fence the Demised Premises and each of any guy anchor locations. It is also understood and agreed that Tenant shall have the right to relocate said guy wires and anchors in the event Tenant desires to increase or decrease the height of the aforementioned tower or relocated the same within the boundaries of the Demised Premises. Tenant may enter upon the Demised Premises and adjacent lands of Landlord from and after the date and execution of this Lease by Landlord for the purpose of making surveys and conducting soil, engineering and other tests and may cut or trim the trees on the Premises or any adjacent lands of Landlord in connection herewith. Tenant shall have the right to clear and thereafter to keep clear the Premises, the right of way, guy anchor locations and any utility easement areas, of trees, bushes,

rocks and crops and to install upon any adjacent lands of Landlord temporary anchors and guys in connection with the construction of the tower on the Demised Premises. If the construction or maintenance of the tower results in damage to any adjacent lands of Landlord (other than set forth herein) Tenant shall pay Landlord for such damage.

(c) Tenant will at all times during the Term observe and conform to, in all material respects, all laws, ordinances, orders, rules and regulations now or hereafter made by any governmental authority for the time being applicable to Demised Premises or any improvement thereon or use thereof.

(d) Notwithstanding anything in this Lease to the contrary, Tenant shall have the right to cancel this Lease upon ninety (90) days written notice to Landlord in the event that Tenant determines in its sole discretion that the Demised Premises are no longer appropriate for Tenant's intended use. Upon the exercise of such right by Tenant this Lease shall become null and void and neither party shall have any further obligation to the other except as expressly set forth herein.

4. ACCESS.

(a) Landlord hereby grants to Tenant, its licensees, subtenants, and assigns, the non-exclusive right seven (7) days a week, twenty-four (24) hours a day, for ingress and egress on foot or by motor vehicle (including trucks), for the installation and maintenance of communication equipment, utility wires, poles, cables, conduit, and pipes over, under or along, a reasonable right of way twenty feet in width ("Right of Way") that will accommodate Tenants intended uses for the Demised Premises extending from Flower Street, over and across any property of Landlord to reach the Demised Premises. It shall be located as shown on Exhibit C annexed hereto, but may be relocated by Landlord at no expense to Tenant at Landlord's sole options. The Right of Way is a

non-exclusive right of way for Tenant, its agents, employees, sublessees, licensees and business visitors. Tenant shall have the right to construct, maintain, and repair a roadway (at Tenant's sole cost and expense) over the aforementioned easements, including such work as may be necessary for slope and drainage, and to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for proper conduct of Tenant's business and for electricity, water, telephone and gas.

5. ASSIGNMENT AND SUBLETTING.

(a) Tenant shall have the right, at any time and from time to time, during the Term of this Lease (or any renewal or extension hereof) to assign, transfer, mortgage or otherwise encumber the Communications Facility, this Lease and/or its interest in this Lease, or sublet the Demised Premises, in whole or in part, to any entity or third party, without Landlord's consent, provided that any such mortgagee or assignee agrees to assume Tenant's obligations hereunder. Landlord shall, upon demand, execute and deliver to Tenant such further instruments subordinating this Lease, as may be required by Tenant in connection with Tenant's contemplated transaction.

6. INSURANCE.

(a) Tenant will, at its own cost and expense, obtain and maintain during the Term, a policy or policies of comprehensive general liability insurance, or its equivalent, naming Landlord as an additional insured, with minimum limits of not less than (a) \$1,000,00 for injury to one or more persons in any one occurrence, and (b) \$1,000,000 for property damage in any one accident. Effective upon the commencement of each Renewal Term, the insurance limits set forth in this Section 6 shall be increased by an amount equal to fifteen percent (15%) over the insurance limits required for the immediately preceding term; provided however, that said limits may be satisfied by a combination of primary and excess liability/umbrella coverage.

7. TAXES.

(a) Landlord shall be responsible for all real property taxes and assessments regarding the Demised Premises and shall cause the same to be paid when due. Tenant shall be responsible for property taxes on personal property including the tower and all portions thereof of Tenant at the Demised Premises and shall cause the same to be paid when due. For the purposes of this Lease, the communications tower to be constructed by Tenant upon the Demised Premises shall be deemed personal property.

8. INDEMNIFICATION.

(a) Tenant shall indemnify and hold Landlord harmless (regardless of any covenant to insure by Tenant or Landlord) against and from any and all claims, liabilities and damages of every nature arising from any breach by Tenant of its covenants, warranties and obligations under this Lease, and from any loss or liability incurred by Landlord as a result of the negligence or misconduct of Tenant or Tenant's agents, employees, contractors, servants, employees or licensees.

9. ENVIRONMENTAL WARRANTIES.

(a) Landlord represents that, as of the date hereof to the best of its knowledge, the Demised Premises contain none of the following: (1) Hazardous Substances, Pollutants or Contaminants as defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), or other similar state or federal environmental legislation; or (2) underground storage tanks. Landlord agrees to the extent permitted by law to defend and save Tenant harmless from any and all losses, claims, liabilities, judgments, damages, penalties, expenditures, costs, including reasonable attorneys' fees, or other expenses which Tenant may suffer or incur as a result of a breach of the foregoing representation.

(b) Tenant warrants that it shall not (a) maintain, bury underground or discharge into the sewage system at the Demised Premises any Hazardous Materials, or (b) use the Demised Premises as a storage site for Hazardous Materials, except minimal quantities used in the ordinary course of Tenant's business and its sublessees' and licensees' business.

(c) During the term hereof tenant shall not suffer or permit any environment degradation of the Demised Premises.

10. QUIET ENJOYMENT.

(a) Landlord covenants that Tenant, upon paying the Rent and performing the covenants hereof on the part of Tenant to be performed shall and may peaceably and quietly have, hold and enjoy the Demised Premises and all related appurtenances, rights, privileges and easements throughout the Term hereof without any lawful hindrance by Landlord and any person claiming by, through or under Landlord.

(b) If Landlord controls land adjacent to any Leased Premises, Landlord agrees for itself and all future holders of such adjacent land that no use shall be made of the adjacent land during the Term that would cause interference with Tenant's use of the Demised Premises as described herein. For the purposes of this Lease "interference" shall include, but not be limited to, the following: (i) electronic or radio frequency interference, (ii) obstruction of the line of sight of the Communications Facility, and (iii) leasing of adjacent land controlled by the Landlord to third parties for the construction and operation of communication towers, poles or antennas. Tenant acknowledges that Landlord may grant or may have granted a mortgage or deed of trust on some or all of the Demised Premises to certain institutions or persons ("Mortgagees").

(c) Landlord warrants that there are no lienholders.

11. AUTHORITY TO ENTER INTO AGREEMENT: NO RESTRICTIVE COVENANTS.

(a) Landlord represents to Tenant that Landlord is the owner of the Premises and the lands immediately adjacent thereto which comprise the easements, rights of way and the guy anchor locations, and that such ownership is free and clear of all liens and encumbrances other than those which do not interfere with Tenant's use and operation of the Premises, and that Landlord has the lawful right and authority to execute this Lease and grant such easements and rights of way. Tenant may, after the execution of this Lease by Tenant, obtain an abstract or preliminary title report from a title insurance company of its choice. If the state of title as indicated by said abstract or preliminary title report shall show any liens or encumbrances which interfere with Tenant's use and operation of the Premises, Tenant shall have the right to either (a) discharge such liens or encumbrances of record, if possible, and deduct the cost thereof from the payment of rent to become due hereunder, or (b) cancel this Lease upon written notice to Landlord. Landlord agrees to cooperate with Tenant in curing such title defects.

12. OWNERSHIP OF COMMUNICATIONS FACILITY / REMOVAL UPON TERMINATION.

(a) The Communications Facility shall be the property of and owned by Tenant. Landlord covenants and agrees that neither the Communication Facility nor any part of the improvements constructed, erected or placed by Tenant on the Demised Premises shall become or be considered as being affixed to or a part of, the Demised Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Landlord that the Communications Facility and all improvements of every kind and nature constructed, erected or

placed by Tenant on the Demised Premises shall be and remain the property of Tenant. Tenant shall, upon the request of the Landlord, remove the Communications Facility and related improvements from the Demised Premises within one hundred eighty (180) days of the termination of this Lease. Upon termination of this Lease, unless Landlord requests that the tower remain, the Demised Premises shall be restored to a condition reasonably matching the condition existing prior to the Commencement Date of this Lease (except for any tree, shrub or other vegetation that was removed), normal wear and tear excepted.

13. NOTICES.

(a) All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Lease shall be in writing, and shall be mailed, postage prepaid, by certified mail, or by a reliable overnight courier service with delivery verification to the following addresses or at such other addresses as may be designated in writing by either party:

If to Landlord:

Worcester County, Maryland
ATTN: County Administrator
Room 1103 - County Government Center
One West Market Street
Snow Hill, MD 21863

If to Tenant:

GBH Radio, Inc.
3907 S. Ocean Blvd.
Highland Beach, FL 33487

Notice given by certified mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

14. DEFAULT.

(a) Either party hereunder shall be in default ("Default") under this Lease in the event that such party fails to perform any of its material obligations under this Lease and such failure continues for thirty (30) days ("Cure Period") after the other party gives written notice thereof to the defaulting party, provided however, that in the event that more than thirty (30) days shall be required in order to cure any such Default, the defaulting party shall have an additional thirty (30) days ("Additional Cure Period") to cure such a default hereunder if the defaulting party shall have commenced and is diligently pursuing corrective action within the Cure Period.

(b) Landlord's liability hereunder is limited to the depreciated value of the tower.

15. SHORT FORM OF LEASE.

(a) At the request of either party, the other party shall duly execute and acknowledge for recording purposes a short form of memorandum of this Lease (Exhibit _____), which shall recite the names of the parties, describe the Demised Premises, specify the Term and any option to extend the Term or purchase Demised Premises, and provide that this Lease is made upon the rents, terms, covenants and conditions contained herein. Alternatively, either party may cause an original hereof to be recorded in the land records for the county in which the Demises Premises are located.

16. PARTIES.

(a) This Lease and the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17. CONDEMNATION.

(a) If there is a condemnation of the Demised Premises (or a portion sufficient to render the Demised Premises unsuitable for Tenant's purposes), including without limitation, a transfer of the Demised Premises by consensual deed in lieu of condemnation, then this Lease shall terminate upon transfer of title to the condemning authority, without further liability to either party hereunder. Landlord and Tenant shall be entitled to pursue their own separate condemnation awards with respect to any such taking.

18. MISCELLANEOUS.

(a) This Lease contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. There are merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated herein shall not be binding upon either party. This Lease supersedes and is in lieu of all existing agreements or arrangements between the parties.

(b) The unenforceability of any provision hereof shall not affect the remaining provisions of this Lease, but rather such provision shall be severed and the remainder of this Lease shall remain in full and effect.

(c) This Lease shall not be modified, extended or terminated (other than set forth herein) except by an instrument duly signed by Landlord and Tenant.

(d) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument.

(e) This Lease shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first above written.

Landlord: WORCESTER COUNTY, MARYLAND

By: John E. Bloxom
Name: John E. Bloxom
Title: President

STATE OF MARYLAND, WORCESTER COUNTY to wit:

On the 19th day of February 2002, personally appeared before me John E. Bloxom, as the Landlord named herein, and he/she acknowledged that he/she executed this Lease as his/her free act and deed in such capacity.

Garth A. Courran
Notary Public

My Commission Expires: 06/01/03

Tenant: GBH RADIO, INC.

By: Gisela Huberman President
Gisela Huberman, President

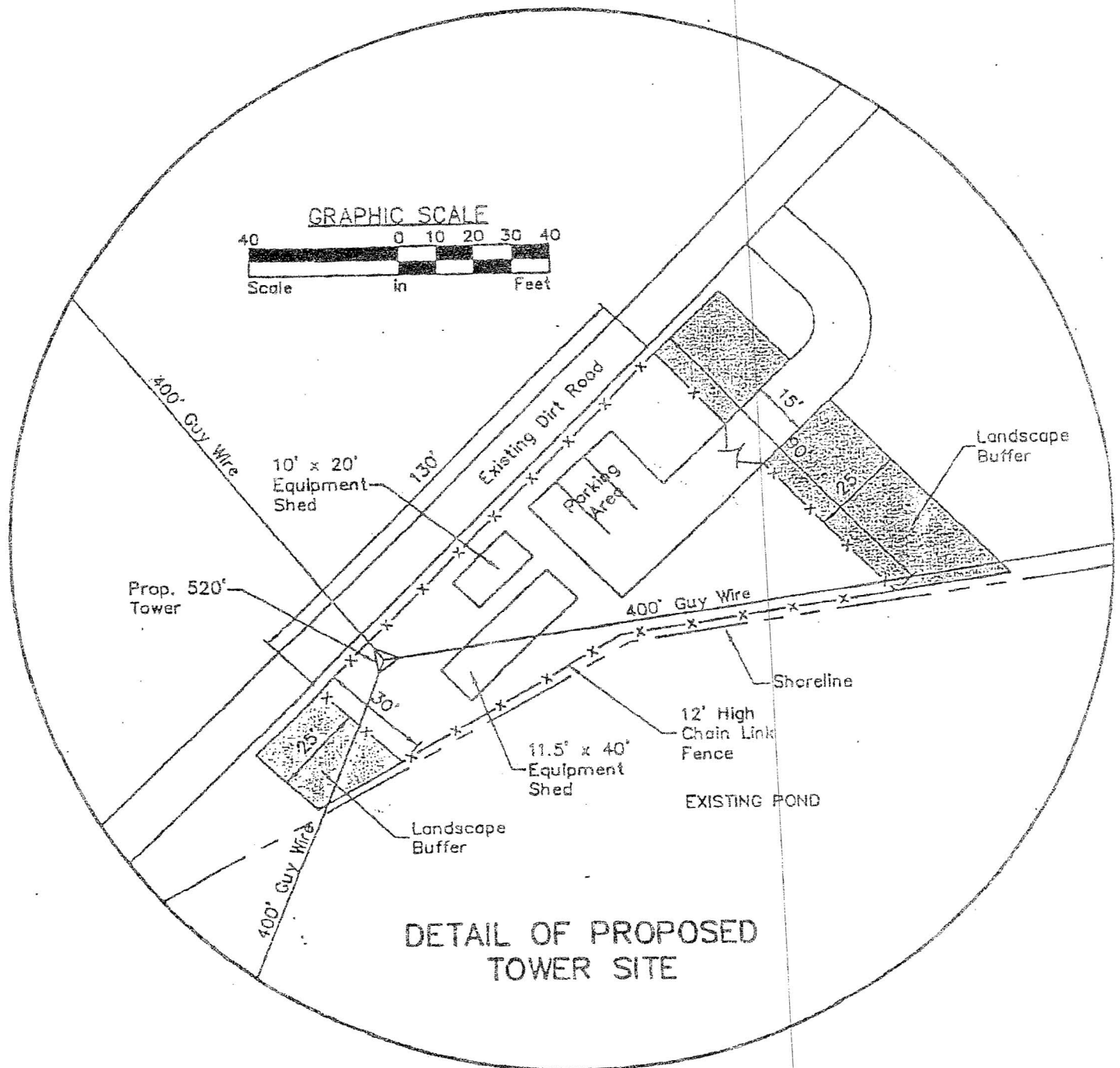
STATE OF FLORIDA, PALM BEACH COUNTY to wit:

On the 19th day of February 2002, personally appeared before me Gisela Huberman, as President of the Tenant named herein, and she acknowledged that she executed this Lease as her free act and deed in such capacity.

Garth A. Courran
Notary Public

My Commission Expires: 06/01/03





Berlin MD 2067A

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: December 8, 2024
SUBJECT: Newark Household Sediment Filters

Public Works is requesting Commissioner approval to undertake a project to install sediment filters on private household water systems in Newark to address iron sediment (brown water). The initial installation would cost approximately \$325 per home, using local contractor Peninsula Water. There are 142 water users in Newark and while some already have filters, for cost estimating purposes, we are assuming everyone needs a filter. The total cost would not exceed \$58,000. Funds are available in Assigned Fund Balance account "WWW-Newark Filters" (New World project code).

Public Works recently undertook a pilot project to test the effectiveness of the filters at a residential home in Newark which was experiencing frequent iron sediment issues. The filter was installed on September 12, 2024 and the resident reports that there have been no further issues. Based on the results, Public Works is recommending the project be implemented community wide

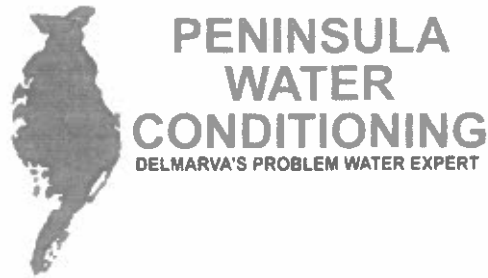
If approved, citizens would submit their request in writing to Public Works to verify their address is part of the municipal system. Residents would also be required to sign the attached MOU. Public Works would then coordinate with Peninsula Water to have the filter installed. Eligible residents would have a new filter installed and receive 4 replacement filters. After the replacements are used up, residents would be responsible for buying new ones on their own. The filters are typically replaced every 3 months and cost \$12-\$22 per filter depending on the store.

Long term solutions such as upgrading the water treatment plant and replacing 1970's concrete pipe will continue to be advanced, in the meantime these household sediment filters are a short-term solution that can be implemented immediately.

Please let me know if there are any questions.

Attachments

CC: Kim Reynolds
 Chris Clasing
 Tony Fascelli
 Roscoe Leslie



Andy Glenn
Worcester County Dept of Water and Waste
1000 Shore Lane,
Berlin, MD 21811

We are pleased to submit this proposal for consideration:

Furnish and Install

- (1) 10" Sediment Filter with 25 Micron filter

Installation Details

- Filter will be installed on ¾" copper line
- Bracket, materials, and labor included in price
- Filter housing will be installed with (1) 25-micron filter, if other filters are needed, we will provide them for an extra cost.

Contract Price: 325.00

If you have any questions or would like to discuss this in more detail, please feel free to give me a call.

Thanks,
Zachary DeVaughn
443-735-7671

Peninsula Water Conditioning
216 S. Division Street, Fruitland, MD 21826
410-341-6500

Memorandum of Understanding

This Memorandum of Understanding (“MOU”), made on _____,
is between the County Commissioners of Worcester County, Maryland
(“County”) and _____ (“Owner”) of
_____ (“Property”).

Background

- A. The Owner and County wish to undertake a project involving the installation of a whole house water filter system at the Property.
- B. The County will fund the initial purchase and installation, but all other subsequent costs are the responsibility of the Owner.

Terms

The Parties agree as follows:

- 1. The County will contract with a certified plumber to install a whole house water filter system (“System”) at the Property at a time mutually agreed upon by the Parties.
- 2. All maintenance or deinstallation of the System after installation is Owner’s responsibility.
- 3. Owner releases the County and its agents from all claims or liabilities of any kind, including personal injury or damaged property, related to use of the System.
- 4. Owner assumes all risks associated with the use of the System.

The Parties agree to this MOU on the date written above.

Owner

**County Commissioners of
Worcester County, Maryland**

Name

Weston S. Young

Date:

Date:



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
 FROM: Nicholas W. Rice, Procurement Officer
 DATE: December 17, 2024
 RE: Request to Contract – Government Center Roof Replacement

Public Works is seeking approval to contract with Garland/DBS, Inc. for the new and revised metal roof system and the replacement of the flat roof material at the Government Center. The total proposed contract amount is \$1,584,588. Contract pricing is based on a competitively solicited and awarded cooperative contract held by Garland through Omnia Partners. There is a price increase on materials that will occur on January 1, 2025.

Garland, the lowest bidder for the Omnia contract, set the maximum project cost using line-item pricing. By bidding directly to local subcontractors, they offer lower prices, creating additional savings. Their direct relationship with the manufacturer eliminates typical markups from general contractors. With over 120 years of experience, Garland provides in-house engineers and architects for roof system design at no extra cost, along with a daily on-site superintendent to ensure quality for high-profile projects like this one, which we believe is in the County's best interest.

The Government Center's roof, made of standing seam metal roof (SSMR) panels and EPDM sections, requires replacement due to structural issues. The removal of plywood during construction has left the SSMR panels unsupported, causing flexing, seam stains, and "oil canning." Poor insulation and ventilation have led to condensation, corrosion, and climate control issues on the 3rd floor. Galvanic corrosion and lightning arrestor failures at the SSMR-EPDM transition have caused leaks, and the EPDM membrane is further damaged by water treatment chemicals.

In addition to cost increases, delaying roof replacement risks failures that could disrupt essential operations, including 911 communications. The SSMR panels are vulnerable to wind damage, with a high likelihood of detachment and further panel loss. A roof failure would compromise insulation and ceilings on the 3rd floor, allowing water infiltration that could severely damage the building and halt county operations. Addressing these issues promptly is critical to prevent potential widespread disruption and costly repairs.

The approved FY24 Assigned Funds include \$2,821,152 earmarked to cover the cost of this project.

Should you have any questions, please feel free to contact me.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Worcester County Government
Snow Hill Administration Building
1 West Market Street
Snow Hill, MD 21863

Date Submitted: 09/04/2024
Proposal #: 25-MD-240474
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Bid Item 1 Option 1 - Flat Roof Section Replacement (Modified Bitumen) **30 Year Warranty**

1. Access locations in a safe and OSHA approved manner.
2. Remove all existing roofing materials down to structural metal deck.
3. Mechanically fasten specified standard and/or tapered insulation package to metal deck, as discussed on walk through. Insulation to be installed will meet current building and energy code.
4. Adhere ½" coverboard in foam insulation adhesive.
5. Install (2) ply modified bitumen system in specified adhesives.
6. Install specified materials on all flashing areas.
7. Heat welding of all seams is required.
8. Install new drains accessories (rings, clamps, strainers) in all locations. New scuppers to be installed in all locations. Raised or lowered if necessary.
9. Install new edge metal and coping metals in all locations.
10. Install new counterflashings as required.
11. Remove all 4x4 HVAC supports and replace with rubber mounts
12. Relocating and replacement of all antenna/towers on roof to be handled by contractors, unless otherwise noted during pre-construction meeting.
13. All lightning protection to be removed and reinstalled by contractor and re-certified if needed at no additional cost to Owner.

Bid Item 1 Option 1 - Flat Roof Section Replacement (Modified Bitumen):

Proposal Price Based Upon Market Experience:	\$ 534,845
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Garland/DBS Price Based Upon Local Market Competition (Bid Item 1 - Option 1):

JBK Contracting	\$ 534,845
Cole Roofing	\$ 685,505
Apex Business Solutions, LLC	\$ 704,570
Tecta America East, LLC	\$ 791,476
Raintree Services	Declined to Bid

Unforeseen Site Conditions:

Metal Deck Replacement	\$ 27.36 per Sq. Ft.
------------------------	----------------------

Scope of Work: Bid Item 1 Option 2 - Flat Roof Section Replacement (Single Ply)

20 Year Warranty

1. Access locations in a safe and OSHA approved manner.
2. Remove all existing roofing materials down to structural metal deck.
3. Mechanically fasten specified standard and/or tapered insulation package to metal deck, as discussed on walk through. Insulation to be installed will meet current building and energy code.
4. Adhere ½" coverboard in foam insulation adhesive.
5. Install single ply KEE system in specified adhesives.
6. Install specified materials on all flashing areas.
7. Heat welding of all seams is required.
8. Install new drains accessories (rings, clamps, strainers) in all locations. New scuppers to be installed in all locations. Raised or lowered if necessary.
9. Install new edge metal and coping metals in all locations.
10. Install new counterflashings as required.
11. Remove all 4x4 HVAC supports and replace with rubber mounts
12. Relocating and replacement of all antenna/towers on roof to be handled by contractors, unless otherwise noted during pre-construction meeting.
13. All lightning protection to be removed and reinstalled by contractor and re-certified if needed at no additional cost to Owner.

Bid Item 1 Option 2 - Flat Roof Section Replacement (Single Ply):

Proposal Price Based Upon Market Experience:	\$ 519,698
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Garland/DBS Price (Bid Item 1 - Option 2):

JBK Contracting	\$ 519,698
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Scope of Work: Bid Item 2 - Standing Seam Roof Section Replacement

1. Access locations in a safe and OSHA approved manner.
2. Remove all existing roofing materials down to joists. Removal to include existing batt insulation in joist bay.
3. Mechanically fasten 5/8" CDX plywood to joists
4. Mechanically fasten (1) layer of 2.6" polyiso and (1) layer of 5/8" Hunter XCI board (2.6" thickness) to plywood. Insulation to be installed will meet current building and energy code.
5. Install (1) ply of R-Mer Seal.
6. Install R-Mer Span Standing Seam roofing system to XCI Board.
7. Replace all gutters/leaders/downspouts in all locations.
8. Install specified snow guard rail system.
9. Install new metal wall panels where required.
10. Install new metal to match new panels on all dormer locations, bend on site.
11. Install all new trim metal to complete roof assembly, as specified on shop drawings.
12. All lightning protection to be removed and reinstalled by contractor and re-certified if needed at no additional cost to Owner.

Bid Item 2 - Standing Seam Roof Section Replacement:

Proposal Price Based Upon Market Experience:	\$ 1,049,743
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Garland/DBS Price Based Upon Local Market Competition (Bid Item 2):

JBK Contracting	\$ 1,049,743
Apex Business Solutions, LLC	\$ 1,222,466
Cole Roofing	\$ 1,665,560
Tecta America East, LLC	\$ 2,029,676
Raintree Services	Declined to Bid

Unforeseen Site Conditions:

Metal Deck Replacement	\$ 27.36 per Sq. Ft.
------------------------	----------------------

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required they will be addressed via Change Order.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester QCountp

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/d_rp

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: December 6, 2024
Re: Planning Commission Recommendation - §ZS 1-324(c)(9)- Internal Community Signs

On December 5, 2024, the Planning Commission reviewed the proposed text amendment submitted by Mr. John Viola, General Manager, on behalf of the Ocean Pines Association, to amend §ZS 1-324(c)(9) as it pertains to the internal community sign provisions within an established community or subdivision. Following the discussion, the board gave a favorable recommendation as amended. A copy of the draft bill is attached for your consideration.

At this time, I am requesting that the item be scheduled for the County Commissioner's consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

PLANNING COMMISSION DISCUSSION

Elaine Brady, member of the Board of Directors for Ocean Pines Association (OPA), and Eddie Wells, OPA Public Works Director, were present for the discussion. Ms. Brady explained that the Ocean Pines board is seeking to eliminate the clutter of changeable messaging signage that are in the right-of-way of Ocean Parkway. The board is desirous of keeping their community informed, so they are seeking to replace all changeable messaging signs with electronic messaging signs at the entrances and exits to the development. She noted that the signs would be informational only and would not provide commercial advertising messages.

Ms. Brady and Mr. Wells identified the locations of the proposed signs that they wish to place on Cathell Road and Manklin Creek Road. The Zoning Code currently limits developments to one electronic messaging sign per lot or parcel, so they are seeking to provide an exception for internal community signs. They noted that the signs would be well over one thousand feet from each other.

Mrs. Keener explained that the bill proposes two amendments; first is to allow internal community signs within the commercial zoning districts; the second is to allow for two electronic messaging signs per lot or parcel for internal community signs only. In addition, the Planning

Commission must remember that this amendment applies to all residential developments, not just Ocean Pines. Signs will still be required to comply with the 450-foot separation distance from the perimeter property lines of the development, and a minimum of 100-foot separation distance between any signs on the same parcel. In response to a question from the Planning Commission, Mrs. Keener clarified that internal community signs do not have to have an electronic messaging component; they could be a standard sign.

The Planning Commission discussed possible provisions that would ensure that there were enough safeguards in place to prevent excessive signage. The Planning Commission concluded that the provision for two electronic messaging signs should be established as a special exception request to the Board of Zoning Appeals.

Following the discussion, a motion was made by Ms. Ott, seconded by Mrs. Knight and carried unanimously to provide a favorable recommendation on the amendment as amended to require a special exception provision for a second electronic messaging sign.

cc: John Viola, GM, OPA, applicant
Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney
file

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Signs

For the purpose of amending the Zoning and Subdivision Control Article to modify the provisions for on-premises signs internal to an established residential community.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-324(c)(9)B of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to read as follows:

B. Such signs may be located in any R, E, V or C zoning district.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-324(c)(9) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended with the inclusion of a new subsection F:

F. Notwithstanding the provisions of § ZS 1-324(e)(2)J, THE BOARD OF ZONING APPEALS MAY PERMIT AS A SPECIAL EXCEPTION no more than two electronic messaging signs ~~shall be permitted~~ on the same parcel or lot.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2025.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY



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
www.co.worcester.md.us/drp/drpindex.htm

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer K. Keener, AICP, Director
Date: November 12, 2024
Re: Text Amendment Application – §ZS 1-324(c)(9) Internal Community Signs

John Viola, General Manager, on behalf of the Ocean Pines Association, has submitted a text amendment application to amend §ZS 1-324(c)(9) as it pertains to the internal community sign provisions within an established community or subdivision. A copy of the draft bill language is attached for your consideration.

The text amendment application was distributed to staff for review and comment. The Planning Commission shall review the request and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

BACKGROUND

In 2020, DRP staff worked with committee members of the Ocean Pines Association to develop the existing internal community sign language who had expressed the need for promoting events and activities within the subdivision. As these new signs were permitted, the changeable letter signs that are located throughout the medians of Ocean Parkway would be removed. Bill 21-1 was passed in February 2021, a copy of which is attached. To date, DRP has issued permits for three internal community signs in Ocean Pines.

DISCUSSION

While the initial and proposed text amendment were submitted by the Ocean Pines Association, the Planning Commission must keep in mind that this bill is applicable to any established community as shown on a site plan or subdivision plat approved by the Planning Commission.

The current request stems from recent inquiries into the placement of signs near the Sports Core pool, as well as along Manklin Creek Road at the South Gate. The property is currently zoned C-

Citizens and Government Working Together

2 General Commercial District. Since the commercial districts are not one that permit this type of sign, the applicant is requesting to add the commercial zone to the list of permitted districts.

The amendment also seeks to allow two electronic messaging signs on the same parcel, as the two proposed signs described above would be located on Lot D4 of the Ocean Pines Sports Core subdivision. While two internal community signs would be permitted on the same parcel, the sign code in general limits electronic messaging signs to no more than one per lot or parcel. The provision for two electronic messaging signs would be limited to internal community signs only. Such signs would still be required to be separated by not less than 100 feet from any other sign on the same parcel or lot, and 450 feet from the perimeter of the subdivision.

Ms. Kristen Tremblay, AICP, Zoning Administrator, stated in her comments that while she does not have concerns with allowing such signs in the commercial districts, she is concerned that the second electronic messaging sign is not necessary. It could result in visual clutter, or potentially open the door for similar requests for regular commercial business signage in the future.

RECOMMENDATION

Overall, the staff finds that allowing such signs in the commercial zoning districts is a reasonable request. Many communities have commercial zoning within their boundaries, and the restrictive separation distances that exist would limit visual clutter.

Staff does have concerns about the provision for two electronic messaging signs on the same parcel as outlined above. One solution to resolve the applicant's specific situation would be to evaluate the creation of another outlot, separating the signs with a new parcel boundary.

As always, I will be available at your upcoming meeting to discuss any questions or concerns that you have regarding the proposed amendment.

Attachments

cc: Roscoe Leslie, County Attorney
Matt Laick, GISP, Deputy Director
Kristen Tremblay, AICP, Zoning Administrator
John Viola, General Manager, OPA
File

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Signs

For the purpose of amending the Zoning and Subdivision Control Article to modify the provisions for on-premises signs internal to an established residential community.

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B. Such signs may be located in any R, E, V or C zoning district.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-324(c)(9) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended with the inclusion of a new subsection F:

F. Notwithstanding the provisions of § ZS 1-324(e)(2)J, no more than two electronic messaging signs shall be permitted on the same parcel or lot.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2024.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
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TEL: 410.632.1200 / FAX: 410.632.3008
<http://www.co.worcester.md.us/departments/drp>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director; Matthew Laick, GISP, Deputy Director
From: Kristen M. Tremblay, AICP, Zoning Administrator
Date: November 8, 2024
Re: Zoning Ordinance Proposed Text Amendment – Internal Community Signs

Thank you for providing me with an opportunity to comment on the proposed text amendment requested by John Viola, General Manager, Ocean Pines Association.

The proposal seeks to allow the addition of internal community signage to commercial zoning districts and allow for two (2) electronic signs on the same parcel or lot.

After consideration, I do not have concerns with allowing internal community signage within the commercial zoning districts.

What does concern me however is the request for a second electronic sign. While the code addresses the ‘functioning’ of the sign, such as not having flashing, rotating, or scrolling screens, etc., it does not state why these matters are important. The visual distraction caused by electronic signs has the potential to be even more significant than a static sign, particularly for drivers.

Under current regulations, regular businesses are only permitted to have one (1) electronic sign. My concern is that not only does allowing a second electronic sign open up the potential for regular businesses to also request a similar text amendment creating more visual clutter throughout the County, but that even if properly managed and in alignment with the code required functions of the signage, it is but another distraction to drivers. As Ocean Pines and other communities regularly experience ‘snipe’ signs, the additional visual clutter may be unwelcome to some community residents. Moreover, community news may be found easily online.

I do not think a second electronic sign is necessary.

Please let me know if you have any other questions.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
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TEL: 410.632.1200 / FAX: 410.632.3008

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator
Matthew Laick, GISP, Deputy Director
From: Jennifer K. Keener, AICP, Director
Date: September 23, 2024
Re: Text Amendment Application – §ZS 1-324(c)(9) Internal Community Signs

John Viola, General Manager, Ocean Pines Association, has submitted a text amendment application to amend §ZS 1-324(c)(9) as it pertains to the internal community sign provisions within an established community or subdivision. A copy of the draft bill language is attached for your consideration.

In 2020, DRP staff worked with committee members of the Ocean Pines Association to develop the existing internal community sign language as they had expressed the need for promoting events and activities within the subdivision. As these new signs were permitted, the changeable letter signs that are located throughout the medians of Ocean Parkway would be removed.

The current request stems from recent inquiries into the placement of signs near the Sports Core pool, as well as along Manklin Creek Road at the South Gate, which is currently zoned C-2 General Commercial District. Therefore, the applicant is requesting to add the commercial zone to the list of permitted districts.

The amendment also seeks to allow two electronic messaging signs on the same parcel, as the two proposed signs described above would be located on Lot D4 of the Ocean Pines Sports Core subdivision. § ZS 1-324(e)(2)J limits electronic messaging signs to no more than one per lot or parcel.

I am currently working with the applicant to establish the meeting date, which would be no earlier than the November 7, 2024, Planning Commission meeting. Therefore, please send any comments you may have on the application by **Wednesday, October 16, 2024**, so that I may finalize the staff report.

If you have questions or need additional information, please let me know.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 21-2

BY: Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell
INTRODUCED: January 5, 2021

A BILL ENTITLED

AN ACT Concerning

Zoning – Signs

For the purpose of amending the Zoning and Subdivision Control Article to permit on-premises signs internal to an established residential community.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing § ZS 1-324(c) be amended by the addition of a new Subsection § ZS 1-324(c)(9) to read as follows:

- (9) Internal community signs shall be located within the boundaries of an established community as shown on a site plan or subdivision plat approved by the Planning Commission. Internal community signs shall only be for the purpose of conveying community events, amenity and emergency information and shall not include any commercial advertising message unassociated with the community. Such signs may be permitted subject to the following provisions:
 - A. No more than eight such signs shall be permitted for any community.
 - B. Such signs may be located in any R, E or V zoning district.
 - C. All signs shall be setback a minimum of four hundred and fifty feet from the perimeter boundary line of the established community and shall be separated by not less than one hundred feet from any other sign on the same parcel or lot.
 - D. Such signs shall not be subject to any yard setback requirements; however, no sign shall project over any property line or road right-of-way.
 - E. The sign must be of a monument design and shall not exceed either forty square feet in area or ten feet in height, including the base and face. Where the grade at the sign base is below the road center line, the area in which the sign is situated may be bermed to the center line grade. The provisions of the subsection may not be increased or otherwise altered by the Board of Zoning Appeals.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this 16th day of February, 2021.

Attest:


Harold L. Higgins

Chief Administrative Officer

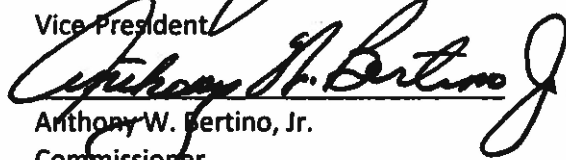
Worcester County Commissioners


Joseph M. Mitrecic

President


Theodore J. Elder

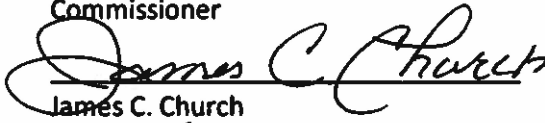
Vice President


Anthony W. Bertino, Jr.

Commissioner


Madison J. Bunting, Jr.

Commissioner


James C. Church

Commissioner


Joshua C. Nordstrom

Commissioner


Diana Purnell

Commissioner



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

**PETITION FOR AMENDMENT TO THE OFFICAL TEXT
OF THE ZONING AND SUBDIVISION CONTROL ARTICLE**

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

Date Received by Office of the County Commissioners

Date Received by Development Review and Permitting September 19, 2024

Date Reviewed by the Planning Commission December 5, 2024

- I. Application: Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:
- a. Resident of Worcester County: (See below)
 - b. Taxpayer of Worcester County: (See below)
 - c. Governmental Agency: N/A The applicant is the Ocean Pines Association, Inc.
- II. Proposed Change to Text of the Zoning and Subdivision Control Article
- a. Section Number: Section: ZS 1-324(c)(9)
 - b. Page Number: Page Number: ZS 1:III: 114
 - c. Proposed revised text, addition or deletion:

*See attached.

Reasons for Requesting Text Change:

- d. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

Ocean Pines wishes to remove signage on Ocean Parkway medians to improve safety and beautification our community and add two electronic signs.

We are requesting to have one electronic sign along Manklin Creek Road and another along Cathell Road. Both signs will be located on Ocean Pines property and are crucial in achieving our goal of providing important information to our residents in an effective and timely manner.

Both signs will have the look of our current Monument style signs.

III. Signature of Applicants

Signature(s):

Printed Name(s): John Viola

Mailing Address: 239 Ocean Parkway, Ocean Pines, MD 21811

Phone Number: 410-641-7717

Email: jviola@oceanpines.org

Date: 9/17/2024

IV. Signature of Attorney

Signature:

Printed Name:

Mailing Address:

Phone Number:

Email:

Date:

-
- V. General Information Relating to the Text Change Process
- a. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

- b. Procedure for Text Amendments: Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. In the event no County Commissioner is willing to introduce the proposed amendment as a bill, it will not be considered.



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.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: December 6, 2024
Re: Planning Commission Recommendation – Add a new subsection §ZS 1-201(c)(34) – Private, noncommercial buildings for the storage of personal property in the A-1 Agricultural District

On December 5, 2024, the Planning Commission reviewed the proposed text amendment resubmitted by Mr. Jonathan Anders to add a special exception use to the A-1 Agricultural District to allow private, noncommercial buildings for the storage of personal property. The language contained in the draft bill mirrors the bill that was reviewed in April 2024 and given a favorable recommendation by the Planning Commission. The bill was introduced by the Worcester County Commissioners, but at the June 18, 2024, public hearing, the amendment failed for a lack of a second on the motion to approve.

Following the Planning Commission's discussion, the board gave a favorable recommendation. A copy of the draft bill is attached for your consideration. At this time, I am requesting that the item be scheduled for the County Commissioner's consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

PLANNING COMMISSION DISCUSSION

Mr. Jonathan Anders, applicant, and Mr. Jeff Mahan were present for the review. Mr. Barbierri outlined the history of the amendment, which was reviewed at the April 4, 2024, Planning Commission meeting. Mrs. Keener reiterated that there has been no change to the proposed language. The applicants had no further comments to provide from their April testimony, and the Planning Commission had no further questions.

Following the discussion, a motion was made by Mrs. Knight to provide a favorable recommendation on the text amendment. Ms. Ott seconded the motion, and the motion carried with three in favor, with Mr. Barbierri opposed.

cc: Jonathan Anders, applicant
Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney



DEPARTMENT OF
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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: November 21, 2024
Re: Text Amendment Application – Add a new subsection §ZS 1-201(c)(34) – Private, noncommercial buildings for the storage of personal property in the A-1 Agricultural District

Jonathan Anders has resubmitted a text amendment application to add a special exception use to the A-1 Agricultural District to allow private, noncommercial buildings for the storage of personal property. A copy of the draft bill language is attached for your consideration.

The language contained in the draft bill mirrors the bill that was reviewed in April 2024 and given a favorable recommendation by the Planning Commission. The bill was introduced by the Worcester County Commissioners, but at the June 18, 2024, public hearing, the amendment failed for a lack of a second on the motion to approve.

A copy of the prior staff reports, as well as the recommendation of the Planning Commission is attached. As the amendment has not changed, Staff has no additional comment to provide on this request.

As is the case with all text amendment applications, the application was distributed to staff for review and comment. The Planning Commission shall review the request and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Private, noncommercial storage buildings in the A-1 Agricultural District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a special exception use private, noncommercial buildings for the storage of personal property without a principal residence.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(c)(34) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-201(c)(35) and a new subsection § ZS 1-201(c)(34) be enacted to read as follows:

- (34) Private, noncommercial buildings for the storage of personal property. Minimum lot requirements shall be: lot area, twenty acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2024.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY



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

**PETITION FOR AMENDMENT TO THE OFFICIAL TEXT
 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE**

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

Date Received by Office of the County Commissioners _____

Date Received by Development Review and Permitting November 13, 2024

Date Reviewed by the Planning Commission _____

- I. Application: Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:

- a. Resident of Worcester County: _____
- b. Taxpayer of Worcester County: X
- c. Governmental Agency: _____ (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article

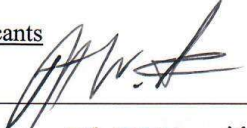
- a. Section Number: _____
- b. Page Number: _____
- c. Proposed revised text, addition or deletion:

III. Reasons for Requesting Text Change:

- a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

SEEKING COUNTY APPROVAL FOR SPECIAL USE ALONG
WITH FARM EQUIPMENT

IV. Signature of Applicants

Signature(s): 

Printed Name(s):

JONATHAN W. ANDERS

Mailing Address:

11702 TURVILLE LANE, BERLIN, MD. 21811

Phone Number:

443.841.2096

Email:

JANDERS C BENECURV.COM

Date:

11/13/24

V. Signature of Attorney

Signature: _____

Printed Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Date: _____

VI. General Information Relating to the Text Change Process

- a. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

- b. Procedure for Text Amendments: Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. In the event no County Commissioner is willing to introduce the proposed amendment as a bill, it will not be considered.



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

NOT APPROVED

Motion by Fiori / no second

TO: *The Salisbury Daily Times and OC Today Dispatch Group*
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: June 12, 2024
SUBJECT: Worcester County Public Hearing Notice

Please print the attached Public Hearing Notices in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on May 23, 2024 and May 30, 2024. Thank you.

NOTICE OF INTRODUCTION OF BILL 24-04
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-04 (Zoning – Private, noncommercial storage buildings) was introduced by Commissioners Abbott, Fiori, Mitrecic, and Purnell on May 7, 2024.

A fair summary of the bill is as follows:

§ ZS 1-201(c)(34). (Adds a special exception use for private, noncommercial buildings for the storage of personal property.)

A Public Hearing

will be held on Bill 24-04 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, June 18, 2024 at 10:35 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: April 25, 2024
Re: Planning Commission Recommendation – Add a new subsection §ZS 1-201(c)(34) – Private, noncommercial buildings for the storage of personal property in the A-1 Agricultural District

On April 4, 2024, the Planning Commission reviewed the proposed text amendment submitted by Mr. Jonathan Anders to add a special exception use to the A-1 Agricultural District to allow private, noncommercial buildings for the storage of personal property. Following the discussion, the board gave a favorable recommendation. A copy of the draft bill is attached for your consideration.

At this time, I am requesting that the item be scheduled for the County Commissioner's consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

PLANNING COMMISSION DISCUSSION

Mr. Jonathan Anders, applicant, and Mr. Jeff Mahan were present for the review. Mr. Anders explained that there were three partners in the venture who have common interests in the personal storage of cars, ATV's, minibikes and other similar items. They secured thirty acres on Worcester Highway and sought a contractor to assist them in constructing a pole building. The selected contractor misled them into believing that they could permit the structure as an agricultural pole building and use it for personal storage. The contractor also cut corners on the construction of the building. After seeking assistance from a new contractor, they learned that they needed to have a principal structure on the property to use the pole building for personal storage.

Mr. Anders explained that he applied for the text amendment because they didn't want to put a dwelling on the property that they had no intention of renting out. They also didn't want to run a business from the building. Mr. Mahan advised that there are other property owners that wish to use their property and/or buildings in a similar fashion.

The Planning Commission acknowledged Messrs. Anders' and Mahan's specific property circumstances, however noted that a text amendment applies countywide. Upon several questions, staff clarified that the proposed text amendment does not require that the property be under agricultural

production, only that it would be permitted in the A-1 Agricultural zoning district as a special exception. Mr. Mahan stated that there are many agricultural buildings illegally utilized for personal storage now. Mr. Anders stated that the proposed use is as a special exception, so the county would have oversight for inspection. Upon concerns that the agricultural zoning district should be limited to agricultural uses, Mr. Mahan reiterated that to fix their specific issue, they could have a personal storage structure provided they put a dwelling on the property.

Following the discussion, a motion was made by Mrs. Knight to provide a favorable recommendation on the text amendment. Mrs. Wimbrow seconded the motion, and the motion carried with three in favor, Mr. Barbierri opposed, and Ms. Ott and Mr. Church abstaining.

cc: Jonathan Anders, applicant
Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney
file



DEPARTMENT OF
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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: March 26, 2024
Re: Text Amendment Application – Add a new subsection §ZS 1-201(c)(34) – Private, noncommercial buildings for the storage of personal property in the A-1 Agricultural District

Jonathan Anders has submitted a text amendment application to add a special exception use to the A-1 Agricultural District to allow private, noncommercial buildings for the storage of personal property. A copy of the draft bill language is attached for your consideration.

As is the case with all text amendment applications, the application was distributed to staff for review and comment. The Planning Commission shall review the request and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

BACKGROUND

Currently, § ZS 1-305(p)(3) limits accessory buildings (sheds, pole barns, garages, etc.) to no more than 500 square feet for personal storage without having a principal use/ dwelling on the property. There is no limitation on the size of an accessory building if there is a principal use/ dwelling.

Agricultural storage buildings are allowed to exceed 500 square feet in gross floor area without having a principal use/ dwelling, but must be located on an active farm, and used for agricultural storage only. The use is permitted in the A and E Districts by right, and the RP District by special exception. As defined in § ZS 1-103, agriculture includes forestry, dairying, pasturage, crop growth, horticulture, floriculture, viticulture, the raising of livestock and poultry (definitions can be found on page 3 of this staff report).

Accessory buildings for personal storage under 500 square feet in gross floor area and agricultural buildings of any size are permitted under zoning permits, with only a final inspection required to verify placement. Accessory buildings for personal storage that meet or exceed 500 square

feet in gross floor area require a building permit and are subject to all applicable building and energy codes.

DISCUSSION

Ms. Kristen Tremblay, AICP, Zoning Administrator, points out in her memo that DRP routinely receives inquiries to permit structures for personal storage. The requested amendment would allow an applicant to seek a special exception for a building of any size to store personal property without having a principal residence in the A-1 Agricultural District. The building would be subject to the same principal building setbacks as a single-family dwelling in the zoning district and have an enhanced lot area (20 acres). The language as drafted only allows the building to be used for the storage of personal property and does not permit commercial storage or warehousing for a business. The department has determined that the proposed 20-acre minimum lot area would impact 1,716 parcels throughout the county (see attached map).

As part of any zoning permit application for an agricultural structure, staff verify that the property is under agricultural production, meeting the zoning definitions of “Agriculture” and “Farm”. For example, requests for properties under crop production are easily verified via aerial imagery. For agricultural structures associated with a forestry activity, the department requires a copy of a Forest Management Plan. Once the Certificate of Use and Occupancy is issued, the department will only conduct a follow-up inspection to verify that the building is being used for the specified purpose if a nuisance complaint is filed.

If this amendment were to be approved and a property owner wished to convert an existing building from agricultural to personal storage, a permit would be required. Structures at or above 500 square feet in gross floor area would be required to comply with all applicable building and energy codes in effect at the time of application as a change in use. Retrofitting a former agricultural structure may be difficult, since there are no requirements for plans or inspections of footers, foundations, truss systems, or insulation requirements under a zoning permit. It will likely result in engineering expenses for evaluation of code compliance, as well as the expense of improvements to bring the building up to code.

Regarding concerns relative to the storage of personal property outside of the building, this would best be addressed under § PH 1-101(a)(4) Nuisances, which limits the outdoor storage or accumulation of personal property to no greater than 100 square feet if the storage area is not visually screened from adjoining public road rights-of-way and adjoining properties or contained within the building.

RECOMMENDATION

Overall, the staff finds that this is a policy decision regarding whether to allow traditional accessory structures to be principal permitted structures. The requirement to obtain a special exception, as well as the applicable building code and energy code requirements may detract a property owner from seeking the necessary approvals for such a use. As always, I will be available at your upcoming meeting to discuss any questions or concerns that you have in regard to the proposed amendment.

cc: Roscoe Leslie, County Attorney
Matt Laick, GISP, Deputy Director
Kristen Tremblay, AICP, Zoning Administrator
File

Existing definitions and code references:

AGRICULTURE - The use of land, buildings and structures for forestry, dairying, pasturage, crop growth, horticulture, floriculture, viticulture, the raising of livestock and poultry for sale and including other conventional agriculture uses and structures such as farm offices, commercial and noncommercial greenhouses and nurseries, noncommercial fertilizer storage, noncommercial maintenance, storage and repair facilities, farm ponds, noncommercial grain dryers, barns, poultry and hog houses and the storage and application of manure produced by farm animals or poultry. The term "agriculture" shall not include commercial grain dryers or dwellings and shall not include the storage or application of sewage sludge. See definition of "farm."

FARM - A lot or parcel of five or more acres which is conscientiously and consistently managed for bona fide agricultural purposes.

NONCOMMERCIAL - Any activity conducted for personal use or enjoyment without the intent of realizing a profit through the sale of goods or services, or any use or activity conducted by a nonprofit organization.

PRIVATE - Any land or structure not owned and operated by a public or quasi-public jurisdiction or organization.

§ ZS 1-305(p)(3): No accessory use or structure shall be permitted on a lot unless the principal use or structure was in existence previously or until construction of the principal structure is diligently pursued; provided, however, that a single customary residential accessory structure less than five hundred square feet in area, a single private dock, boat ramp or pier abutting a single-family lot may be constructed for the exclusive, personal use of the lot owner.

§ PH 1-101(a)(4): Other than as provided in Subsections (a)(4)A and B below, the outdoor storage or accumulation of personal property occupying greater than one hundred square feet of land area per parcel or lot, including but not limited to the following: appliances, appliance parts, furniture, linens, household goods, lawn mowers, auto, truck, boat, recreational vehicle, motorcycle or bicycle parts, scrap metal, glass, scrap paper, bicycles, wire, electrical or plumbing parts and fixtures, tools, building supplies and materials not in storage for existing permitted construction activity on the site.

- A. When the storage or accumulation of personal property as described in Subsection (a)(4) above is visually screened from adjoining public road rights-of-way and adjoining properties or contained wholly within a completely enclosed structure, the storage or accumulation of personal property may occupy greater than one hundred square feet of land area per parcel or lot.
- B. The provisions of this subsection shall not apply to properties utilized for bona fide agricultural purposes.

Worcester County

1,716 Parcels greater
than 20 acres in the
A-1 Agriculture Zone



Legend

Greater than 20 Acres

Produced by Worcester County DRP



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director; Matthew Laick, GISP, Deputy Director
From: Kristen M. Tremblay, AICP, Zoning Administrator
Date: March 20, 2024
Re: Zoning Ordinance Proposed Text Amendment – Add a new subsection ZS1-201(c)(34)
– Private, noncommercial storage buildings in the A-1 Agricultural District

Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Jonathan Anders.

The proposed text amendment seeks to allow a private, noncommercial storage building as a special exception in the A-1 Agricultural District.

Personal storage is traditionally viewed as an accessory to principle uses on properties. I have had multiple inquiries of a similar vein in order to place a pole barn for personal storage with no other land uses proposed, so there is some interest beyond the applicant in doing this type of land use. However, I do not feel that a traditional ‘accessory’ land use should be permitted as a ‘principle’ land use.

I would be concerned that the personal storage component could spill out into the entire property - not just within enclosed walls or that business property would also be stored in these structures. Enforcement of ‘personal property only’ would be problematic and difficult to accomplish on a quotidian basis. There is no suggestion by the applicant that this use would be ‘screened’ or otherwise blocked from public view or subject to landscaping requirements.

In the A-1 Agricultural District, an accessory ‘personal storage barn’ is permissible in conjunction with another principle use such as a residence.

I do not believe the code should be amended at this time.

Please let me know if you have any other questions.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
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DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator
Matthew Laick, GISP, Deputy Director

From: Jennifer Keener, AICP, Director

Date: February 29, 2024

Re: Text Amendment Application – Add a new subsection §ZS 1-201(c)(34) – Private, noncommercial storage buildings in the A-1 Agricultural District

Jonathan Anders has submitted a text amendment application to add a special exception use to the A-1 Agricultural District to allow private, noncommercial storage buildings. A copy of the draft bill language is attached for your consideration.

Currently, § ZS 1-305(p)(3) limits accessory buildings (sheds, pole barns, garages, etc.) to no more than 500 square feet for personal storage without having a principal use/ dwelling on the property. Only agricultural storage buildings are allowed to exceed this size, but must be located on an active farm, and used for agricultural storage only. Agricultural structures and accessory buildings under 500 square feet in gross floor area are permitted under zoning permits, with only a final inspection required for placement.

The request would allow a building of any size for the storage of personal property without having a principal residence. Structures over 500 square feet would be required to comply with all applicable building and energy codes in effect at the time of application for a building permit. The department has determined that the proposed 20-acre minimum lot area would impact 1,716 parcels throughout the county.

I intend to present this amendment at the April 4, 2024, Planning Commission meeting. Therefore, please send any comments you may have on the application by Wednesday, March 20, 2024, so that I may finalize the staff report.

If you have questions or need additional information, please let me know.



Worcester County Administration

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

To: County Commissioners

From: Weston S. Young
Roscoe R. Leslie

Date: December 10, 2024

RE: West OC Harbor

County Administration is requesting Commissioner approval to authorize County Administration to pursue the purchase of real property located in the West Ocean City Harbor.

Attached is a resolution formalizing the authorization.

RESOLUTION NO. 24-__

RESOLUTION TO PURCHASE PROPERTY

Recitals

- A. The commercial fishing industry is an integral and essential part of Worcester County's economy; and
- B. The sport fishing industry is an integral and essential part of Worcester County's economy; and
- C. The commercial fishing industry and the sport fishing industry in Worcester County are dependent on the commercial marine support provided in and around the West Ocean City Harbor; and
- D. The West Ocean City Harbor is one of the only, if not the only, harbor in the State of Maryland that supports commercial and sport fishing with direct access to the deep water of the Atlantic Ocean; and
- E. The existence of the commercial fishing industry at the West Ocean City Harbor is directly connected to federal support in maintaining the Ocean City Inlet; and
- F. Without the Ocean City Inlet providing access to the Atlantic Ocean, which likely requires federal support, the West Ocean City Harbor, the commercial fishing industry, and the sport fishing industry would cease to exist in any meaningful way; and
- G. The County's existing Comprehensive Plan emphasizes the need to maintain the West Ocean City Harbor as a commercial harbor and resist zoning changes requested to allow waterfront residential housing to be developed; and
- H. The Comprehensive Plan recommends promoting complimentary commercial development to stimulate tourism in the West Ocean City Harbor, but emphasizes that those uses should remain secondary to commercial marine activities; and
- I. The Comprehensive Plan also emphasizes the need to retain the existing seafood and processing facilities; and
- J. The West Ocean City Harbor is zoned as a Commercial Marine District (Worcester County Zoning and Subdivision Article, § 1-214), which has the purpose and intent of preserving and protecting the County's commercial fishing industry while allowing for commercial, industrial, and recreational uses; and

- K. It is difficult to calculate the exact economic value to Worcester County of either the commercial fishing industry or the sport fishing industry due to the overlap with and impact on other areas of the economy including, but not limited to, tourism, the restaurant business, hotels, rental properties, and the like; and
- L. A 2018 report summarized the economic impact of the Maryland Coastal Bays watershed, cited the National Oceanic and Atmospheric Administration (“NOAA”), and provided the following statistics: of the approximately 7500 total jobs in Worcester County, approximately 2500 were considered watershed jobs, of the \$381 million of total County revenue, approximately \$127.5 million was tied to the watershed, and of the \$155 million in wages paid in the County, \$51.9 million were paid to watershed related jobs; and
- M. According to NOAA, which maintains annual statistics of the number of pounds of fish and the dollar value landed in each port in the United States, the port of Ocean City’s commercial fishing industry between 2014 and 2023 landed a high of \$7.2 million dollars in one year and a low of \$3.7 million dollars in another year; and
- N. In 2023, the 51st annual White Marlin Open had 400 boats fish, 3500 anglers in contention, a top prize of \$6.2 million, an additional \$4.3 million in prize money, and 602 billfish released (White Marlin Open Magazine, 2023 Review, p. 19); and
- O. It was estimated that the White Marlin Open created 130 jobs which paid \$5 million in wages in 2015; and
- P. A 2009 Report generated by Maryland’s Department of Business and Economic Development estimated that the total (direct and indirect) economic impact of the White Marlin Open was approximately \$21 million, a number which is undoubtedly higher in 2024; and
- Q. Certain infrastructure is required to maintain the commercial marine activities including, but not limited to, piers, wharves, and docks of suitable size and variety, which are properly equipped, in close proximity to real property containing structures of the type that support all aspects of the commercial fishing industry and the sport fishing industry including, but not limited to, processing and other logistical support; and
- R. The locations in the West Ocean City Harbor with the existing required infrastructure are few in number; and

- S. There are no undeveloped parcels in West Ocean City Harbor which could provide the requisite support to the Commercial and Sport fishing industries if developed; and
- T. The private sector has not undertaken complimentary commercial development in the vicinity of West Ocean City Harbor in the manner and at the rate desirable.

NOW THEREFORE, BE IT RESOLVED, that, the County Commissioners of Worcester County finds that the West Ocean City Harbor must be maintained as a commercial maritime harbor in order for the commercial and sport fishing industries to continue in Worcester County; and

BE IT FURTHER RESOLVED, that the maintenance of a commercial maritime harbor at West Ocean City Harbor is a critical component of the County's economy and benefits the public in countless ways some of which are referenced herein; and

BE IT FURTHER RESOLVED, that properties which meet the applicable criteria set forth herein include, but are not limited to, the real property owned by James and April Reese, located at 12933 Harbor Road, Ocean City, Maryland 21842-9275, Lot 68 through 77 & unplatted point to the East of Lot 77, Harbor Road, and the real property owned by the Martin Fish Company LLL, located at 12929 Harbor Road, Ocean City, Maryland 21842-9275, Lots 63 through 67, S. Harbor Road, PL 1 Ocean City Harbor, and each real property is more fully described in the Land Records; and

BE IT FURTHER RESOLVED, that, in coordination with the County Attorney and outside legal counsel and consultants retained as necessary, the Chief Administrative Officer is to identify and take all necessary steps to purchase real properties in the West Ocean City Harbor that will be utilized to support the commercial and sport fishing industry; and

BE IT FURTHER RESOLVED, that the Chief Administrative Officer is expressly authorized to initiate condemnation proceedings in order to implement this resolution; and

BE IT FURTHER RESOLVED, that the Chief Administrative Officer is to obtain final approval from the Commissioners before committing the County to any specific dollar amount with respect to any purchase, is to ensure regular updates and updates as necessary are provided to the Commissioners, and is to otherwise ensure the Commissioners are kept informed.

And Be It Further Resolved that this resolution takes effect upon passage.

Passed And Adopted this ____ day of _____, 2024:

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

_____,
Theodore J. Elder, President

Eric Fiori, Vice President

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

Joseph M. Mitrecic, Commissioner

Caryn Abbott, Commissioner

Diana Purnell, Commissioner



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: December 17, 2024
RE: Commissioner Memo – Request to Contract – Anti Offshore Wind Campaign

Administration is requesting approval to contract with Bedrock Advocacy Communications for a campaign opposing offshore wind. Bedrock will serve as the campaign developer and manager, working collaboratively with representatives from Worcester County, Ocean City, and the local business community.

The Worcester County contribution to the campaign will not exceed \$100,000 which is available in the approved FY24 Assigned Fund Balance. Additional funding will come from contributions by Ocean City and private donations.

Consulting Services Agreement

THIS AGREEMENT (“Agreement”) is made and entered into as of the **17th day of December, 2024**, by and between County Commissioners of Worcester County, Maryland (hereinafter referred to as “Client”) with principal executives offices located at _____, and Bedrock Advocacy Communications, (hereinafter “Consultant”) with a business address of 279 Dawson Ln, White Stone, VA 22578.

Client desires to engage Consultant on a non-exclusive basis to (scope of work) and Consultant desires to provide services to Client, all pursuant to the terms, covenants and provisions of this Agreement. NOW, THEREFORE, the parties agree as follows:

1. Services. Client retains Consultant to perform on behalf of Client the services set forth on Exhibit A attached hereto. As part of Consultant’s responsibilities, Consultant shall report to **Weston Young**, and to such other of Client’s officers or managers as Client may identify from time to time.
2. Term of Engagement. Client shall retain Consultant and Consultant shall perform the services described in Paragraph 1 above, for Client commencing **December 17, 2024** and continuing for a period of 60 days or until terminated by either party. Upon expiration of this term, the engagement may continue in effect upon mutual written agreement of both parties. All terms of engagement provided for hereunder are subject to the termination provisions of Paragraph 6 hereinbelow.
3. Payment. In consideration for the services to be performed by Consultant pursuant to this Agreement, Client shall pay Consultant \$25,000 US for Bedrock management fee over the 60 day period plus other amounts as detailed in the attached scope of work, Exhibit A. These amounts may vary during implementation of this agreement depending upon needs and must be approved by Client.
4. Status of Independent Contractor. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor. Nothing in this Agreement shall constitute or be deemed to constitute Consultant as the agent, representative, or legal representative of Client for any purpose, and no agent or representative of Consultant shall be considered as having employee status with Client. Consultant is granted no right or authority to assume, or to create any obligation or responsibility, express or implied, in the name or on behalf of Client, except as may be provided in this Agreement or as may be specifically authorized in writing by an authorized officer of Client. Consultant shall have the sole responsibility for the satisfaction of any and all claims made by third parties on account of Consultant’s conduct or that of Consultant’s agents in the performance of this Agreement or otherwise. Consultant agrees to diligently perform the services governed by this Agreement. Client shall have no right to control or direct Consultant in the details or method of consulting under this Agreement. Specifically, Consultant may determine Consultant’s own hours of work and may perform the work in whatever sequence Consultant determines, provided that Consultant meets the standards or specific requirements which Client dictates be satisfied on its behalf. Consultant shall have the right to perform the required services at any suitable location of Consultant’s choosing and Client shall have no right to require the use of Client’s own premises, or any other premises, for the performance of services, except as required by the instructions of the Client or the nature of the services to be performed by Consultant hereunder. Client shall have no right to Consultant’s exclusive services and Consultant and Client both shall have the right to contract with others for the performance of services except that Consultant shall refrain from any such employment which would represent a conflict of interest, require disclosure of confidential or proprietary information of Client, or would otherwise be a breach of Consultant’s obligations under this Agreement. Consultant also represents that Consultant is unencumbered by any restrictive covenant which might be deemed to restrict Consultant’s ability to consult for Client. Consultant shall, in Consultant’s own name, obtain, maintain, and pay for workers’ compensation, general liability and errors and omission insurance coverage, and any special insurance as may be required by Client from time-to-time. Consultant

shall furnish Client satisfactory evidence that Consultant has complied with these insurance requirements upon request.

5. Termination of Engagement. The engagement of Consultant by Client hereunder (and any obligation of Client to compensate Consultant) shall terminate prior to the expiration of the term of engagement set forth in Paragraph 2 above upon the happening of any one of the following events: (i) the voluntary termination of engagement by the Consultant at any time, in Consultant's sole discretion, by written notice to Client; (ii) the termination of business by Client or Consultant; or (iii) the termination of Client's sole discretion; provided, Client shall pay consultant in accordance with this Agreement through the effective date of such termination. If Consultant is to be compensated on a project basis, Client shall pay Consultant in proportion of the project completed as at such termination. Termination of Consultant's engagement hereunder, whether by Consultant or Client, shall be effective upon mailing by certified mail of the required written notice.

6. Confidential Information. Consultant shall keep confidential and shall not use or disclose to anyone else, whether individual or entity, either during the pendency of the engagement hereunder or thereafter, any confidential, proprietary or trade secret information obtained by Consultant, relating to Client and/or any client of Client which information became known to Consultant arising out of, generated by or as a result of Consultant's provision of services hereunder or related in any way to Consultant's engagement hereunder or the performance of services by Consultant to Client and/or its client, whether pursuant hereto or otherwise. Consultant agrees that all documents, files and records and other tangible personal property pertaining to any activities of Client and/or its clients or to any such confidential, proprietary or trade secret information in Consultant's possession, either now or at anytime during Consultant's engagement hereunder, including, without limitation, all computer files and other electronic or magnetic storage media containing such information, are and shall be the exclusive property of Client, and that they and all copies of them shall be surrendered to Client whenever requested by Client from time-to-time from the date hereof. Consultant shall immediately deliver to Client, upon the termination of Consultant's engagement with Client, for whatever reason, any and all such items which are or were in Consultant's possession during the term hereof.

7. Dispute Resolution. The exclusive means of resolving, and determining damages or other remedy for, any claim of breach of or non-performance under this Agreement shall be as follows litigation in a court of competent jurisdiction in Worcester County, Maryland:

8. Miscellaneous.

8.1 Binding Effect. The provisions hereof shall be binding upon and shall inure the benefit of Client and Consultant, their respective heirs, personal representatives, successors and assigns. Neither this Agreement, nor any of the rights or obligations of either party hereunder, may be assigned, in whole or part.

8.2 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland without giving effect to the choice of law provisions thereof.

8.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes and terminates any prior oral or written understandings or agreements between the parties relating to matters addressed herein. This Agreement may not be amended other than by a writing signed by the parties.

8.4 Enforceability. The failure of Client or Consultant to enforce any provisions of this Agreement, shall not constitute a waiver of either parties' right to pursue any prior or subsequent breach, violation or default of the Agreement.

IN WITNESS WHEREOF, Client and Consultant have caused this Agreement to be duly executed on each of their behalf by their duly authorized officers, effective as of the day and year first above written.

Client:

Signature:
(For “Client”)

Printed Name:

Date:

Consultant:

Signature:
(For “Consultant”)

Printed Name:

Date:

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: December 12, 2024
SUBJECT: FY26 Budget Update

The FY26 budget process has started. We do have preliminary estimates for the two major revenues for the county. The State Department of Assessments and Taxation (SDAT) estimates that Worcester County will receive an additional \$18 million in property tax revenue and income tax revenue is currently estimated to increase by \$6 million in FY26. Considering only those two major revenues sources that would be an increase of approximately 9% compared to the FY25 overall budget. It is important to note that the county's reserve policy requires 15% of all budgeted expenditures to be held in reserves. In addition, 22.2% of all income tax revenue is required to be transferred to the Other Post Employment Benefit (OPEB) fund.

There still many unknowns at this point. The county was successful in obtaining a waiver for CORE health department funding in FY25, but we do not know yet what will be required in FY26. There are also several Water and Wastewater projects in addition to operational support that may require funding from the General Fund.

Considering the information we have at this point, we have requested that the departments keep operating expenses at or below a 4% overall increase from the previous year's budget. The first budget work session is scheduled for April 8, 2025 and the FY26 budget will be adopted on June 3, 2025.



COMMISSIONERS
 Theodore Elder, PRESIDENT
 Eric J. Fiori, Vice PRESIDENT
 Caryn Abbott
 Anthony W. Bertino, Jr.
 Madison J. Bunting, Jr.
 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
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

December 6, 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
- Missy Denault – Term Ending – Recreation Advisory Board

Commissioner Purnell – You have One (1) position open:

- Whitney Palmer -Term Ending – Not available to reappoint – LSWDB - memo attached

Commissioner Bunting - You have Three (3) position open:

- Walter Maizel -Term Ending – Not available to reappoint – LSWDB - memo attached
- Steve Ashcraft – Term Ending – LDCODC
- Harry Hammond – Term Ending – Social Services Advisory Bd.

Commissioner Abbott – You have Five (5) position open:

- Kathleen Palmer – **Resigned** – Commission for Women
- Kevin Holland – Term Ending – Building Code Appeals Bd.
- C.D. Hall – Term Ending – Economic Development
- Mike Hooks - Term Ending – Recreation Advisory Bd

Commissioner Mitrecic – You have One (1) position open:

- Bill Paul – **Resigned** – Building Code Appeals Board
- Kim List Spring - Termed Out - Commission for Women

Commissioner Elder - You have Three (3) position open:

- Kelley Gravenor – Term Ending – Ag. Preservation Adv. Bd.
- Brooks Clayville – Term Ending – Ag. Reconciliation Bd.
- Joseph Stigler – Term Ending – Ethics Board

Commissioner Fiori - You have Nine (9) positions open:

- Joe Schanno – Term Ending – Economic Development
- 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 Burns -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).

(2) -Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway) Replacement available, see attachment. 1- Term Ending – Kim Moses

(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.),**

(3) – Property Tax Assessment Appeal Board – 2 regular member vacancy available and an alternate member, See attached

(2) – Solid Waste Advisory Board – Town of Pocomoke (Soloh) and Town of Snow Hill (Pruitt)

(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), Kathleen Palmer (Abbott), Kim List Spring - Termed Out (Mitrecic)

(5) Worcester County Youth Council – Reappointments – Teresa Guo, Kyleigh Kruse, Mia Acuna, Brooke Berquist and Gabriella Thompson-Servant.

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:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
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

AGRICULTURAL PRESERVATION ADVISORY BOARD

Reference: PGL Agriculture 2-504.1, Annotated Code of Maryland

Appointed by: County Commissioners

Functions: Advisory
Advise the County Commissioners and State Agricultural Preservation Foundation on establishment of agricultural districts and priorities for purchase of easements; promote preservation of agriculture in the County.

Number/Term: 7/4 years***
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: 4 members to be owner-operators of commercial farms
Membership limited to two consecutive full terms

Staff Contact: Katherine Munson, Dept. of Environmental Programs (410-632-1220)

Current Members: (O-O = Commercial Farm Owner-Operator)

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Terms (Year)</u>
Kelley Gravenor	Elder	D-4, Snow Hill	*14-16-20, 20-24
Glen Holland (O-O)	Abbott	D-1, Pocomoke	13-17-21-25
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14-18-22-26
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18-22-26
Christian Martin	Purnell	D-2, Berlin	22 -23-27
Curt Lambertson	Elder	D-4, Snow Hill	15-19-23-27
Stuart Cooper	Bunting	D-6, Bishopville	23-27

Prior Members:

Norman Ellis	Ed Anderson (98-03)
Richard Bradford	Robert Gray (00-05)
Charles Fulton	Orlando Bishop (01-06)
Elmer Hastings	Roger Richardson (96-07)
David Stevens	Anne Hastings (06-11)
Curtis Shockley	Earl Ludey (07-13)
Gerald Redden	George Lee Clayville (00-14)
William Sirman, Jr.	Sandra Frazier (03-14)
Harold Purnell	Donnie Powell (06-15)
Chauncy Henry (96-97)	Bill Bruning(O-O) (11-19)
Lieselotte Pennewell (93-98)	Billy Thompson (19-23)
Carlton Magee (90-00)	Kathy Drew (06-23)
Harry Mitchell (90-00)	
Frank Baker (98-01)	

* = Appointed to fill an unexpired term

** = Appointed to partial term to create proper staggering of terms

***=Membership expanded from 5 to 7 members and terms reduced from 5 to 4-years each in 2006

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
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
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20-24-28

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>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19-23 Resigned
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 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
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20-24-28

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>Years of Term(s)</u>
<u>At-Large Members</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 Replacement Avail.
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25
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
Crystal Duffy	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Travis Knapp	Field Supervisor	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Chasity Simpson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
Todd Ferrante	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
Hon. Melvin Jews	District Court Administrative Judge	Ex-Officio, Indefinite
Timothy Mulligan	Warden, Worcester County Jail	Ex-Officio, Indefinite

Advisory Members

* Appointed to a partial term for proper staggering, or to fill a vacant term

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

Number/Term: 7/4-Year - Terms expire December 31st.

Compensation: \$100 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner
Members may be reappointed

Staff Contact: Economic Development Department - Melanie Pursel (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Joe Schanno	D-3, Fiori	West Ocean City	*19-20, 20-24
C.D. Hall	D-1, Abbott	Pocomoke	*22-24
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25
Harry Wimbrow	D-4, Elder	Snow Hill	*22-25
Steven Habeger	D-5, Bertino	Ocean Pines	19-23-27
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19-23-27
Stephen Kolarik, Jr.	D-6, Bunting	Bishopville	23-27

Prior Members: Since 1972

George Gering
Margaret Quillin
Robert W. Todd
Charles Fulton
E. Thomas Northam
Charles Bailey
Terry Blades
Roy Davenport
M. Bruce Matthews
Barbara Tull
Tawney Krauss
Dr. Francis Ruffo
William Smith
Saunders Marshall
Elsie Marshall
Halcolm Bailey
Norman Cathell
Mary Humphreys
Theodore Brueckman

Shirley Pilchard
W. Leonard Brown
Charles Nichols (92-97)
Jeff Robbins (97-98)
Colleen Smith (94-98)
Tommy Fitzpatrick (97-99)
John Rogers (92-98)
Jennifer Lynch (98-99)
Don Hastings (92-99)
Jerry Redden (92-00)
Keith Mason (98-00)
Bob Pusey (99-00)
Harold Scrimgeour (00-02)
Scott Savage (98-03)
Gabriel Purnell (91-03)
Michael Avara (99-03)
Annette Cropper (00-04)
Billie Laws (91-08)
Anne Taylor (95-08)
Mary Mackin (04-08)

Thomas W. Davis, Sr. (99-09)
Mickey Ashby (00-12)
Priscilla Pennington-Zytowicz (09-14)
Barbara Purnell (08-15)
Timothy Collins (03-15)
Joshua Nordstrom (12-16)
William Sparrow (16-18)
Greg Shockley (14-18)
Tom Terry (15-19)
John Glorioso (08-19)
Ralph Shockley (*08-21)
Robert Clarke (*08-22)
Marc Scher (*19-22)
Robert Fisher (87-22)

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
 Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
 Terms expire December 31st

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Fiori	Berlin	*02-05-09-13-17-21-25
Iola Tariq	D-2, Purnell	Berlin	*22-26
Mickey Ashby	D-1, Abbott	Pocomoke	14-18-22-26
David Deutsch	D-6, Bunting	Ocean Pines	17-21-23-27
Frank Knight	D-7, Mitrecic	Ocean City	*14-19-23-27
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24-28

Prior Members: (Since 1972)

J.D. Quillin, III	Walter Kissel (05-09)
Charles Nelson	Marion Chambers (07-11)
Garbriel Purnell	Jay Knerr (11-14)
Barbara Derrickson	Robert I. Givens, Jr. (98-14)
Henry P. Walters	Diana Purnell (09-14)
William Long	Kevin Douglas (08-16)
L. Richard Phillips (93-98)	Lee W. Baker (08-16)
Marigold Henry (94-98)	Richard Passwater (09-17)
Louis Granados (94-99)	Jeff Knepper (16-21)
Kathy Philips (90-00)	Faith Mumford (14-22)
Mary Yenney (98-05)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	
Wallace D. Stein (02-08)	
William Kuhn (90-09)	

* = Appointed to fill an unexpired term

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
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
Carl Smith	D-4, Elder	Snow Hill	24-27
Felicia Green	D-2, Purnell	Ocean Pines	*21-24-27

Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)	Scot Tingle 14-24
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)	

* = Appointed to fill an unexpired term

**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 ^c	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
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 ^c	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
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24-28
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24-28

Prior Members:

J. Lowell Stoltzfus ^c (09-10)
Mark Wittmyer ^c (09-11)
John Salm ^c (09-12)
Mike Pruitt ^c (09-12)
Norman H. Conway ^c (09-14)
Michael McDermott (10-14)
Diana Purnell ^c (09-14)
Linda Dearing (11-15)
Todd Ferrante ^c (09-16)

Since 2009

Joe Cavilla (12-17)
James N. Mathias, Jr. ^c (09-18)
Ron Taylor ^c (09-14)
James Rosenberg (09-19)
Rod Murray ^c (*09-19)
Gary Weber (*19-21)

Charlie Dorman (12-19)
Gee Williams (09-21)
Bobbi Sample (17-23)

* = Appointed to fill an unexpired term/initial terms staggered
^c = Charter Member

LOWER SHORE WORKFORCE DEVELOPMENT BOARD
(Previously Private Industry Council Board - PIC)

Reference: Workforce Innovation and Opportunity Act of 2014, Section 107

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Provide education and job training opportunities to eligible adults, youth and dislocated workers who are residents of Somerset, Wicomico and Worcester counties.

Number/Term: 26 - 5 Worcester County, 11 At-Large (by Tri-County Council), 10 Other
2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2nd Wednesday

Special Provisions: Board must be at least 51% business membership.
Chair must be a businessperson

Staff Contact: Lower Shore Workforce Alliance
Leslie Porter-Cabell – LSWA Director (410-341-3835, ext. 2502)
American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

Current Members (Worcester County - also members from Wicomico, Somerset and Tri-County Council):

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
Walter Maizel	Bishopville	*12-20, 20 -24	Private Business Rep.
Whitney Palmer	Berlin	*20-24	Business Rep.
Robert "Bo" Duke	Ocean City	*17-21, 21-25	Business Rep.
Alicia Warren	Berlin	22-26	Business/Healthcare Ind.
Sarah Chapman	Pocomoke	23- 27	Business Rep.

Prior Members: Since

Baine Yates	Heidi Kelley (07-08)
Charles Nicholson (98-00)	Bruce Morrison (05-08)
Gene Theroux (97-00)	Margaret Dennis (08-12)
Jackie Gordon (98-00)	Ted Doukas (03-13)
Caren French (97-01)	Diana Nolte (06-14)
Jack Smith (97-01)	John Ostrander (07-15)
Linda Busick (98-02)	Craig Davis (13-17)
Edward Lee (97-03)	Donna Weaver (08-17)
Joe Mangini (97-03)	Geoffrey Failla (15-18)
Linda Wright (99-04)	Melanie Pursel (18-*20)
Kaye Holloway (95-04)	Ivy Wells (20-21)(21-public appt.)
Joanne Lusby (00-05)	Jason Cunha (*16-23)
William Greenwood (97-06)	
Gabriel Purnell (04-07)	
Walter Kissel (03-07)	

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)	

* = Appointed to fill an unexpired term

RECREATION ADVISORY BOARD

Reference: County Commissioners' Action 6/13/72 and Resolution of 12/27/83 and Resolution 97-51 of 12/23/97 and Resolution 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the recreation needs of the County and recommendations regarding current programs and activities offered.
Review and comment on proposed annual Recreation Department budget.

Number/Term: 7/4-year term
Terms expire December 31st

Compensation: \$100 per meeting expense allowance, subject to funding

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation and Parks Department - Lisa Gebhardt (410) 632-2144

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Mike Hooks	D-1, Abbott	Pocomoke	12-16-20, 20-24
Missy Denault	D-5, Bertino	Berlin	*15-16-20, 20-24
William Gabeler	D-6, Bunting	Ocean Pines	21-25
Norman Bunting, Jr.	D-3, Church	Berlin	*16-17-21-25
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18-22-26
John Gehrig	D-7, Mitrecic	Ocean City	14-18-22-26
Joseph Stigler	D-4, Elder	Snow Hill	*21-23-27

Prior Members: Since 1972

Howard Taylor	Cyrus Teter	Gregory Purnell (83-96)	Sonya Bounds (12-15)
Arthur Shockley	Warren Mitchell	Vernon Redden, Jr. (83-98)	Burton Anderson (05-15)
Rev. Ray Holsey	Edith Barnes	Richard Ramsay (93-98)	William Regan (02-16)
William Tingle	Glen Phillips	Mike Daisy (98-99)	Shawn Johnson (15-19)
Mace Foxwell	Gerald Long	Cam Bunting (95-00)	Devin Bataille (19-20)
Nelson Townsend	Lou Ann Garton	Charlie Jones (98-03)	Chris Klebe (*11-21)
J.D. Townsend	Milton Warren	Rick Morris (03-05)	
Robert Miller	Ann Hale	Gregory Purnell (97-06)	
Jon Stripling	Claude Hall, Jr.	George "Eddie" Young (99-08)	
Hinson Finney	Vernon Davis	Barbara Kissel (00-09)	
John D. Smack, Sr.	Rick Morris	Alfred Harrison (92-10)	
Richard Street	Joe Lieb	Janet Rosensteel (09-10)	
Ben Nelson	Donald Shockley	Tim Cadotte (02-12)	
Shirley Truitt	Fulton Holland (93-95)	Craig Glover (08-12)	
		Joe Mitrecic (10-14)	

* = Appointed to fill an unexpired term

SOCIAL SERVICES ADVISORY BOARD

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory
Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.
Act as liaison between Social Services Dept. and County Commissioners.
Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years
Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.
Maximum 2 consecutive terms, minimum 1-year between reappointment
Members must attend at least 50% of meetings
One member (ex officio) must be a County Commissioner
Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Harry Hammond	D-6, Bunting	Bishopville	15-21, 21- 24
Shelly Daniels	D-1, Abbott	Pocomoke City	22-25
Rebecca Colt-Ferguson	D-7, Mitrecic	Ocean City	22-25
Janice Chiampa	D-5, Bertino	Ocean Pines	22-25
Diana Purnell	ex officio - Commissioner		14-18-22-25
Voncelia Brown	D-3, Church	Berlin	16-19-22-25
Mary White	At-Large	Berlin	*17-19-22-25
Margaret Labesky	D-4, Elder	Snow Hill	23-26
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20-23-26

* = Appointed to fill an unexpired term

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator – Bob Keenan - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Michael Pruitt	Town of Snow Hill		*22-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26
George Dix	D-4, Elder	Snow Hill	*10-18-22-26
John O'Brien	D-6, Bunting	Bishopville	*22-23-27
Don Furbay	D-3, Fiori	Berlin	20-24-28
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20-24-28

Prior Members: (Since 1994)

Ron Cascio (94-96)
Roger Vacovsky, Jr. (94-96)
Lila Hackim (95-97)
Raymond Jackson (94-97)
William Turner (94-97)
Vernon "Corey" Davis, Jr. (96-98)
Robert Mangum (94-98)
Richard Rau (94-96)
Jim Doughty (96-99)
Jack Peacock (94-00)
Hale Harrison (94-00)
Richard Malone (94-01)
William McDermott (98-03)
Fred Joyner (99-03)
Hugh McFadden (98-05)
Dale Pruitt (97-05)

Frederick Stiehl (05-06)
Eric Mullins (03-07)
Mayor Tom Cardinale (05-08)
William Breedlove (02-09)
Lester D. Shockley (03-10)
Woody Shockley (01-10)
John C. Dorman (07-10)
Robert Hawkins (94-11)
Victor Beard (97-11)
Mike Gibbons (09-14)
Hank Westfall (00-14)
Marion Butler, Sr. (00-14)
Robert Clarke (11-15)
Bob Donnelly (11-15)
Howard Sribnick (10-16)
Dave Wheaton (14-16)
Wendell Purnell (97-18)
George Tasker (*15-20)

Rodney Bailey *19
Steve Brown *10-19
Bob Augustine 16-19
Michael Pruitt *15-19
James Rosenberg (*06-19)
Jamey Latchum *17-19
Hal Adkins (*20-21)
Mike Poole (11-22)

**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 ^C	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 ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES 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 of Ocean Pines Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing- (410-641-5251)

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26
Robert Kane	Ocean Pines	22-26
James Spicknall	Ocean Pines	07-10-14-18-22-26

Prior Members: (Since 1993)

Andrew Bosco (93-95)
 Richard Brady (96-96, 03-04)
 Michael Robbins (93-99)
 Alfred Lotz (93-03)
 Ernest Armstrong (93-04)
 Jack Reed (93-06)
 Fred Henderson (04-06)
 E. A. "Bud" Rogner (96-07)
 David Walter (06-07)
 Darwin "Dart" Way, Jr. (99-08)
 Aris Spengos (04-14)
 Gail Blazer (07-17)
 Mike Hegarty (08-17)
 Michael Reilly (14-18)
 Bob Poremski (17-20)
 Gregory Sauter (17-21)

* = Appointed to fill an unexpired term

**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 ^c (93-96)	Andrew Delcorro (*14-19)
John Mick ^c (93-95)	
Frank Gunion ^c (93-96)	
Carolyn Cummins (95-99)	
Roger Horth (96-04)	
Whaley Brittingham ^c (93-13)	
Ralph Giove ^c (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 (3rd 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>
Kimberly List	D-7, Mitrecic	Ocean City	18- 21-24
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21 Resigned
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
Jeannine Jerscheid	Public Safety – Sheriff's Office		23-26
Kathleen Palmer	D-1, Abbott	Pocomoke City	23-26 Resigned
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26
Susan Ostrowski	D-6, Bunting	Berlin	24-27
Dorothy Shelton-Leslie	D-5, Bertino	Ocean Pines	24-27
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21-24-27
Dianna Harris	At-Large	West O. City	24-27

Prior Members: Since 1995

Ellen Pilchard^c (95-97)
 Helen Henson^c (95-97)
 Barbara Beaubien^c (95-97)
 Sandy Wilkinson^c (95-97)
 Helen Fisher^c (95-98)
 Bernard Bond^c (95-98)
 Jo Campbell^c (95-98)
 Karen Holck^c (95-98)
 Judy Boggs^c (95-98)
 Mary Elizabeth Fears^c (95-98)
 Pamela McCabe^c (95-98)
 Teresa Hammerbacher^c (95-98)
 Bonnie Platter (98-00)

Marie Velong^c (95-99)
 Carole P. Voss (98-00)
 Martha Bennett (97-00)
 Patricia Ilczuk-Lavanceau (98-99)
 Lil Wilkinson (00-01)
 Diana Purnell^c (95-01)
 Colleen McGuire (99-01)
 Wendy Boggs McGill (00-02)
 Lynne Boyd (98-01)
 Barbara Trader^c (95-02)
 Heather Cook (01-02)
 Vyoletus Ayres (98-03)
 Terri Taylor (01-03)

Christine Selzer (03)
 Linda C. Busick (00-03)
 Gloria Bassich (98-03)
 Carolyn Porter (01-04)
 Martha Pusey (97-03)
 Teole Brittingham (97-04)
 Catherine W. Stevens (02-04)
 Hattie Beckwith (00-04)
 Mary Ann Bennett (98-04)
 Rita Vaeth (03-04)

* = Appointed to fill an unexpired term

^c = Charter member

Reference: Resolution No. 06-2, adopted February 21, 2006

Appointed by: County Commissioners

Functions: Advisory
Share information about youth-related concerns; promote internal and external assets among youth in order to prevent unhealthy behaviors which may result in harm or reduced opportunities for success; and provide information to County Commissioners, County agencies, and Youth Serving organizations specific to youth development and resources.

Number/Term: Up to 25 with 5 from each community/two-year term
Terms Expire April 30th

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

Special Provisions: Members who have more than two unexcused absences may be recommended for replacement by the Youth Council.

Staff Contact: Mimi Dean, Health Department - Prevention Services - (410-632-1100)

Advisors: Tamara Mills, Worcester County Board of Education - (410-632-5031)
Kelcey Kengla, Worcester County Health Department - (410-632-1100, x1108)
Wendy Shirk, Worcester County Board of Education - (410-632-2880)

Current Members:

<u>Member's Name</u>	<u>School Attending</u>	<u>Area Representing</u>	<u>Year(s) of Term(s)</u>
Wynter Robers	Snow Hill	Snow Hill	21-25
Mary Ann Catherine Rutzler	Snow Hill	Snow Hill	21-25
Teresa Guo	Pocomoke	Pocomoke	22-24 Reappt.
Kyleigh Kruse	Pocomoke	Pocomoke	22-24 Reappt.
Mia Acuna	Pocomoke	Pocomoke	22-24 Reappt.
Brooke Berquist	Stephen Decatur	Bishopville	22-24 Reappt.
\\ Coilin Gallaher	Stephen Decatur	Berlin	23-25
Tirazh Hill	Stephen Decatur	Berlin	23-25
Gabriella Thompson-Servant	Stephen Decatur	Berlin	22-24 Reappt.
Eliza Myers	Stephen Decatur	Berlin	23-26
Sage Myers	Stephen Decatur	Berlin	23-26
Laila Pascucci	Stephen Decatur	Berlin	23-26
Ellie Zollinger	Stephen Decatur	Berlin	23-26
Emily Skipper	Stephen Decatur	Berlin	24-27
Madie Groves	Stephen Decatur	Berlin	24-27
Dani Shirk	Stephen Decatur	Berlin	24-27



Worcester County Administration

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

TO: *The Salisbury Daily Times and OC Today Dispatch Group*
 FROM: Candace Savage, Deputy Chief Administrative Officer
 DATE: November 14, 2024
 SUBJECT: Worcester County Public Hearing Notice

.....

Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on November 21, 2024 and November 28, 2024. Thank you.

NOTICE OF INTRODUCTION OF BILL 24-08 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-08 (Zoning – Detached Accessory Buildings and Off-Street Parking in Campground Subdivisions) was introduced by Commissioner Fiori on August 6, 2024.

A fair summary of the bill is as follows:

§ ZS 1-318(d)(1)E. (Amends the accessory building section to permit two detached accessory buildings on each campsite, one of which must remain unenclosed, eliminates the separation distance between accessory buildings and any other building or structure on the same or other lot.)

§ ZS 1-318(d)(1)G. and § ZS 1-320(a). (Amends the off-street parking requirements for campsites in a campground subdivision.)

A Public Hearing

will be held on Bill 24-08 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, December 17, 2024 at 10:30 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS



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.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: October 31, 2024
Re: Text Amendment – Amending the provisions for detached accessory buildings and off-street parking in campground subdivisions

On September 3, 2024, the Worcester County Commissioners reviewed and subsequently tabled discussion on the proposed text amendment submitted by Ms. Tracey Barnhart to amend the campground subdivision regulations pertaining to detached accessory buildings and off-street parking requirements. Based upon the testimony received at the initial hearing, the draft bill has been amended as follows:

- Removing the parking modifications.
- Proposing a 3' separation distance between buildings, rather than 0'.

A copy of the amended bill in strike-and-replace format is attached for the County Commissioner's review at the upcoming public hearing.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-08

BY: Commissioner Fiori
 INTRODUCED: August 6, 2024
 AMENDED: SEPTEMBER 3, 2024

A BILL ENTITLED

AN ACT Concerning

Zoning – Detached Accessory Buildings ~~and Off-Street Parking~~ in Campground Subdivisions

For the purpose of amending the Zoning and Subdivision Control Article to allow two detached accessory buildings on each campsite ~~and modifying the off-street parking requirements to only require one space per campsite~~ in a campground subdivision.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-318(d)(1)E. of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- E. One enclosed and one unenclosed detached accessory building may be located on each campsite in a campground subdivision.
1. An enclosed building shall not exceed eight feet by ten feet in size.
 2. An unenclosed building shall not exceed twelve feet by twelve feet in size. Such structures may be covered with a roof but not enclosed with any material.
 3. Minimum lot requirements shall be: front yard setback, ten feet. No side or rear yard setbacks shall apply. There shall be ~~no~~ A minimum separation distance OF THREE FEET required from buildings or structures on the same lot or any other lot.
 4. No accessory building may be used for human habitation or sleeping quarters, nor contain plumbing or plumbing fixtures.

~~Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-318(d)(1)G. of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:~~

- ~~G. There shall be at least one off-street parking space but no more than two parking spaces for each campsite. At least one parking space must be provided on the campsite. Any~~

~~additional parking may be provided in common parking areas located within six hundred feet of the campsite.~~

~~Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the off-street parking requirements contained in Subsection § ZS 1-320(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland for “campground subdivisions or cooperative campground subdivisions” as prescribed under the “Recreational uses” Use Category be repealed and reenacted to read as follows:~~

Use Category	Minimum Motor Vehicle Spaces Required	Maximum Motor Vehicle Spaces Required	Bicycle Spaces Required
Recreational uses:			
Campground subdivisions or cooperative campground subdivisions	1 per campsite, each on the campsite	2 per campsite, with at least 1 on the campsite	N/A for campground subdivisions; 1 rack and each amenity area, bathhouse, store or other facility which is commercial in nature in cooperative campground subdivisions

Section 4 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2024.



Worcester County Administration

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

TO: *The Salisbury Daily Times and OC Today Dispatch Group*
 FROM: Candace Savage, Deputy Chief Administrative Officer
 DATE: October 28, 2024
 SUBJECT: Worcester County Public Hearing Notice

.....

Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on August 15, 2024 and August 22, 2024. Thank you.

NOTICE OF INTRODUCTION OF BILL 24-08 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-08 (Zoning – Detached Accessory Buildings and Off-Street Parking in Campground Subdivisions) was introduced by Commissioner Fiori on August 6, 2024.

A fair summary of the bill is as follows:

§ ZS 1-318(d)(1)E. (Amends the accessory building section to permit two detached accessory buildings on each campsite, one of which must remain unenclosed, eliminates the separation distance between accessory buildings and any other building or structure on the same or other lot.)

§ ZS 1-318(d)(1)G. and § ZS 1-320(a). (Amends the off-street parking requirements for campsites in a campground subdivision.)

A Public Hearing

will be held on Bill 24-08 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, September 3, 2024 at 10:35 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS



DEPARTMENT OF
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Worcester County

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: July 29, 2024
Re: Planning Commission Recommendation – Amending the provisions for detached accessory buildings and off-street parking in campground subdivisions

On July 3, 2024, the Planning Commission reviewed the proposed text amendment submitted by Ms. Tracey Barnhart to amend the campground subdivision regulations pertaining to detached accessory buildings and off-street parking requirements. Following the discussion, the board gave an unfavorable recommendation. A copy of the draft bill is attached for your consideration.

At this time, I am requesting that the item be scheduled for the County Commissioner's consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

PLANNING COMMISSION DISCUSSION

Ms. Tracey Barnhart, applicant, Mr. Joe Barnhart, and Mr. Phil Wood were present for the review. Ms. Barnhart testified that residents want to enjoy their space in the shade. Submitted as Applicant's Exhibit No. 1 were photographs of existing canopies in White Horse Park. Ms. Barnhart stated that the reason that the canopies are in place is because they did not know that they were considered buildings requiring a permit. She admitted that they also didn't ask whether they were allowed.

Mr. Wood testified that his wife had breast cancer, and she was not allowed in the sun during her chemotherapy treatments. He had requested that hard top canopies be included in the amendment because the canvas was too hard for some residents to manage. Part of the amendment was to eliminate the six-foot separation between buildings, as it is impossible to fit accessory buildings on the lots. The applicants noted that there was nothing that would impede emergency access, fire or ambulance for ingress or egress. Mr. Barbierri provided historical context on the fire code as he was working for the Worcester County Fire Marshal's Office at the time.

Ms. Ott was concerned about the elimination of one parking space. Ms. Barnhart stated that there are off-site fields on nearly every street in White Horse Park where parking could be accommodated. Mr. Barnhart said that the amendment will not work for everyone, but they are trying

to legally permit as many as possible. He stated that residents cannot park on the street or White Horse Park will make them move their vehicle.

Mrs. Wimbrow noted that the current zoning code dates to 2009, not the 1980's as alleged. As the former Deputy Director for the Department of Development, Review and Permitting when the code was adopted, she stated that the purpose of zoning is to protect the health and safety of the residents. As buildings are added to a property, you take away from that. Therefore, Mrs. Wimbrow did not support this amendment.

Mr. Church said that there is merit in what they have to say, and that the photographs provided in Exhibit No. 1 are probably the good pictures. He acknowledged that there are also likely a handful of bad pictures that could be taken. However, he respectfully disagrees with Mrs. Wimbrow, and supports the amendment, though it would need some policing. Ms. Barnhart stated that White Horse Park would enforce the rules if it does pass.

Mr. Barbierri stated that in his role as the former Fire Marshal, he was in these parks measuring distances, and found so many violations due to fire spread concerns. Owners had to move buildings, even remove porches. When buildings couldn't be moved, his office had them put up cinder block fire walls. He stated that manufactured homes are great, but that they are not built to the same standards as a stick-built dwelling. With more clutter comes greater potential for danger. He noted that he would be ok with increasing the existing building size from 8' by 10' to 12' by 12', however he could not support a reduction to the separation distance due to fire spread concerns. Mr. Barbierri said that his stance is in support of life safety and finds that paramount.

Ms. Barnhart said that emergency responders can go straight through open canopies and gazebos. Mr. Barbierri explained that he had just come from a fire call on south end of the county that occurred in the middle of the afternoon, when people were present. Fire spreads quickly, and a delay is seconds taken away from a potential rescue. The Barnhart's said that their canopy is fire resistant, and while they are semi-temporary buildings, they are asking for permanency. Upon a question to clarify a setback versus a separation distance, staff explained the difference between the two.

Ms. Ott was concerned that most of these buildings could become weaponized in a storm. The Barnhart's said that was their concern as well with the temporary pop-up canopies, as they have had it blow away, even with weights. Ms. Drew inquired about whether the sites in Exhibit No. 1 retained the two required parking spaces, and the applicant confirmed that they were. No action was taken on a request by Ms. Barnhart to consider a modification to the separation distance to three feet.

Following the discussion, a motion was made by Mrs. Wimbrow to provide an unfavorable recommendation on the text amendment. Ms. Ott seconded the motion, and the motion carried 4 to 2 with Mr. Church and Ms. Drew opposed.

cc: Tracey Barnhart, applicant
Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney
file

A BILL ENTITLED

AN ACT Concerning

Zoning – Detached Accessory Buildings and Off-Street Parking in Campground Subdivisions

For the purpose of amending the Zoning and Subdivision Control Article to allow two detached accessory buildings on each campsite and modifying the off-street parking requirements to only require one space per campsite in a campground subdivision.

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 - 3. Minimum lot requirements shall be: front yard setback, ten feet. No side or rear yard setbacks shall apply. There shall be no minimum separation distance required from buildings or structures on the same lot or any other lot.
 - 4. No accessory building may be used for human habitation or sleeping quarters, nor contain plumbing or plumbing fixtures.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-318(d)(1)G. of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- G. There shall be at least one off-street parking space but no more than two parking spaces for each campsite. At least one parking space must be provided on the campsite. Any additional parking may be provided in common parking areas located within six hundred feet of the campsite.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the off-street parking requirements contained in Subsection § ZS 1-320(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland for “campground subdivisions or cooperative campground subdivisions” as prescribed under the “Recreational uses” Use Category be repealed and reenacted to read as follows:

Use Category	Minimum Motor Vehicle Spaces Required	Maximum Motor Vehicle Spaces Required	Bicycle Spaces Required
Recreational uses:			
Campground subdivisions or cooperative campground subdivisions	1 per campsite, each on the campsite	2 per campsite, with at least 1 on the campsite	N/A for campground subdivisions; 1 rack and each amenity area, bathhouse, store or other facility which is commercial in nature in cooperative campground subdivisions

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

ITEM 16

The folks in White Horse Park and Assateague Point Campground are asking for your assistance in passing our submitted Text Amendment to the code concerning Sun Canopies and separation distance of sheds. We are requesting to be able to use manufactured Sun Canopies for shade as shown below.

We are also requesting the 6' separation for sheds be removed from the code, due to the lot size in White Horse Park being 40'x60'. Thus, the separation requirement cannot be mathematically obtained. The County Code called for 50'x60', except in White Horse Park, which was exempted by the code.



This is a representation of the soft top canopy requested to be permitted.



This is a representation of the hard top canopy requested to be permitted.



This is a representation of the normal placement of sheds due to the lot size.

ITEM 16

Here are some more examples of Sun Canopies and shed placement in White Horse Park. Some of the Sun Canopies have been in place for years. This was not in defiance of the code, or non-compliance, it was simply that we were not aware that the Sun Canopies would be classified as an *Accessory Building* as described in this code.



ITEM 16

Here are some more examples of Sun Canopies and shed placement in White Horse Park. Some of the Sun Canopies have been in place for years. This was not in defiance of the code, or non-compliance, it was simply that we were not aware that the Sun Canopies would be classified as an *Accessory Building* as described in this code.





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Worcester County

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: June 21, 2024
Re: Text Amendment Application – Amending the provisions for detached accessory buildings and off-street parking in campground subdivisions

Tracey Barnhart, owner of a campsite within White Horse Park, has submitted a text amendment application to amend the campground subdivision regulations pertaining to detached accessory buildings and off-street parking requirements. A copy of the draft bill language is attached for your consideration.

As is the case with all text amendment applications, the application was distributed to staff for review and comment. The Planning Commission shall review the request and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

BACKGROUND

There are only two campground subdivisions in Worcester County – White Horse Park (465 lots) and Assateague Pointe (529 lots). New campground subdivisions are prohibited. Currently, one detached accessory building is permitted at a maximum size of 8' by 10', with sheds as the predominant type. The application stems from recent requests to permit buildings such as gazebos, canopies, pergolas, etc. within campground subdivisions. DRP was unable to process a permit application due to the size, as well as the fact that the gazebo was a second accessory building. White Horse Park notified the department of all lots in the park with a similar unpermitted building, and a complaint was filed against Assateague Pointe for similar buildings. Inspections were conducted of both campground subdivisions and notices were sent to the owners. Various aspects of the proposed bill language were included by the applicant to capture as many existing circumstances as possible.

DISCUSSION AND RECOMMENDATIONS

It is important to keep in mind that lots within campground subdivisions are much smaller than a traditional residential building lot (the smallest of which is a minimum of 5,000 square feet in the R-4 District). Lot area equivalency in a campground subdivision requires a 50' wide by 60' deep

rectangle on each site, resulting in a minimum lot area of 3,000 square feet. However, White Horse Park is exempted from this provision in the law based upon its date of platting and has a typical lot area between 2,000 square feet to 2,500 square feet, with those same lots measuring 40' to 45' wide. Assateague Pointe is not exempt; the typical lot area is between 3,000 square feet to 3,500 square feet. In each park, there are sites with greater lot area due to corner lots and cul-de-sac placement.

To give you a little perspective of what can be constructed on a site within a campground subdivision today, units can consist of a recreational vehicle, park trailer, manufactured home, or modular home. Additions may consist of screen porches, vinyl tech rooms, or three season rooms. The total gross floor area of the unit and additions cannot exceed 750 square feet. Open decks are also allowed, and do not count towards the square footage calculations. Two parking spaces must be able to be accommodated on the site itself, each 10' wide by 20' deep. One detached accessory building is permitted at a maximum size of 8' by 10'. Features such as umbrellas, pop-up tents, sunshades, and other temporary shade items are allowed without a permit.

Over the years we have seen the progressive expansion of uses within various types of campgrounds. For example, in cooperative campgrounds, amendments were approved to allow open decks to be enclosed into screen porches, which then evolved into plastic enclosures (vinyl tech rooms). There have been requests in different types of campgrounds for additional living space and extended occupancy. Each modification enhances the sense of permanency within these seasonal campgrounds. Staff are concerned that this amendment opens the door to similar future requests and removes many of the protections that are in place for fire separation, emergency personnel access and health considerations. As there are multiple aspects to the proposed amendment, I have broken them down into different sections. You will find the attached staff comments incorporated into the report.

Accessory Buildings

One detached accessory building is allowed per campsite, provided they are no larger than 8' by 10' in size. The proposed amendment would allow an additional unenclosed detached accessory building that is 12' by 12' maximum in size. Such buildings are proposed to allow a roof cover, but cannot be enclosed with any material (screening, vinyl, or solid walls). Many of the buildings that are the subject of this amendment are metal framed canopies or gazebos with either metal or canvas roof coverings. Staff would reiterate that features such as umbrellas, pop-up tents, sunshades, and other temporary shade items would not count as an accessory building and would be allowed without permit.

Given the size of the lots, staff may be supportive of modifying the size of the accessory building to 12' by 12' but do not support establishing a provision that would allow a second accessory building.

Setbacks and Separation Distances

In a campground subdivision, the zoning code requires a 10' front yard setback (but no side or rear yard setbacks) and a six-foot separation distance between accessory buildings and other buildings on the same or adjoining sites. However, an appeal of the interpretation of DRP to the Board of Zoning Appeals in 1996 resulted in an overturning of the separation provision (letters attached). Therefore, no distance applied in the Zoning Code until it was amended in 2009. However, there are numerous sheds that were permitted in between or have been replaced in kind that do not meet the

six-foot separation distance. The applicant is asking to remove the separation distance requirement in its entirety. This would apply not only to the newly installed unenclosed buildings, but also to the placement of new sheds.

The purpose of the separation distance requirement is to ensure adequate egress from the dwelling unit, allow access between buildings in the event of an emergency and slow the spread of fire between buildings. Even though the second accessory building is proposed to remain unenclosed, that does not mean that there will not be impediments in the way, such as patio furniture, or the accessory building itself if abutted to the main unit (a shed or a gazebo). This amendment also affects adjoining property owner's rights in that they will not have a say in whether their neighbor can place a shed or gazebo up to their property line, or even abutting their own accessory structure.

Staff recognizes that the six-foot separation distance may be a significant barrier to the installation of new detached accessory buildings on the smallest of lots. However, we do not support the complete elimination of the separation distance. The Planning Commission and County Commissioners should consider whether something along the lines of a three-foot separation distance would be more appropriate and consistent with past applications.

Parking requirements

Lastly, the draft language proposes reducing the required parking from two spaces to one space on the campsite. The maximum allowed parking would be reduced to two spaces overall (from 2.5), and if a second space was wanted or required for a short-term rental situation, then it could be provided within a common parking area within 600 feet of the campsite. The applicant's intent is to allow those owners with limited space on their campsite to permit a second accessory building in what is now considered a required parking space. Most common parking areas are found near community facilities to serve the particular use (marinas, clubhouses, pools, etc.), and are not designed to support such overflow parking, nor to be dedicated for lots as would be required for a rental situation.

We do not support the reduction of the required parking from the two-space minimum. With limited common parking areas available, and a significant number of units within each park, this has the potential to cause internal road congestion and limit emergency vehicle access if additional vehicles are parked within the road right-of-way.

As always, I will be available at your upcoming meeting to discuss any questions or concerns that you have regarding the proposed amendment.

cc: Roscoe Leslie, County Attorney
Matt Owens, Chief Fire Marshal and Director, Em. Services
Matthew Laick, GISP, Deputy Director
Kristen Tremblay, AICP, Zoning Administrator



ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Jennifer Keener, Director
FROM: Matthew Laick, GISP, Deputy Director
DATE: June 10, 2024
RE: Text Amendment Application – Amending the provisions for detached accessory buildings and off-street parking in campground subdivisions

Reviewing the Text Amendment brings several concerns to mind. I will review each below.

1. Separation Distance – With a 0 ft separation distance there is no buffer for a fire block. If several buildings have a 0 ft separation distance and one of those buildings is a residence, then I would suggest both walls have a 1-hour fire-resistance rating on all adjacent buildings. If one of those building is open such as a gazebo then the supporting structure and roof should also have a 1-hour fire-resistance rating
2. Size and number of accessory structures – With lot sizes in campground subdivisions relatively small, most of the lot area is taken by the primary residence. By having two additional structures on the lot, you will end up covering your entire lot with structures. When building on a traditional lot you have a maximum lot area that you are allowed to cover, that same principle will not work in a campground subdivision due to the small lot size. But that does not mean you should cover 100% of your space located within the setbacks.
3. Location of Accessory Structures – With the second accessory structure having a maximum dimension of 12ft x 12ft will limit the location that the structure can be placed. I would suspect that many of these structures will start to be in the parking area and potentially block easy access to residence by emergency responders. The code may say that there cannot be any sides to the structure but then the question becomes of what is under the structure. Outside furniture such as couches, chairs, tables, etc... Could become a roadblock to anyone needing to get quick access to inside the residence.

4. Parking – as discussed in number 3 above. Reducing the parking minimum to 1 spot per campground lot will increase the need for on-street parking or the need for additional parking in other locations. In today's age when owners rent either short term or long term it seems in Worcester County parking issues arise. Renters do not show up with only one car. With narrow streets on-street parking can become an issue with not having enough room for fire units to safely move through the campground.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director; Matthew Laick, GISP, Deputy Director
From: Kristen M. Tremblay, AICP, Zoning Administrator
Date: June 10, 2024
Re: Zoning Ordinance Proposed Text Amendment – Amending the provisions for detached accessory buildings and off-street parking in campground subdivisions.

Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Tracey Barnhart.

The proposal seeks to increase the overall amount and size of accessory structures throughout the Campground Subdivisions and the ability to relocate one (1) required parking to another area of the campground.

I do not believe that the text should be amended at this time for the following reasons:

1. **Parking:** Removal of the second parking space is not recommended. While some owners may only use one (1) space regularly, any guests would create demand for additional parking and may attempt to park on-street or in dedicated parking spaces (see below).
 - a. For short-term rentals, an additional parking space is needed for new units. In the event that a property owner replaces their unit a second parking space would need to be provided. If relocated to another location at the campground, it would need to be specifically for the unit in which the space is relocated from. It may be difficult to not only find adequate places to put the second space, but to have them dedicated and reserved for specific units could be problematic.
2. **Number of Structures:** Not only do these parcels have a manufactured home, but they may also have an enclosed porch, patio or deck, and a shed already. The addition of another structure, of a larger size (12'x12') than already permitted (8'x10') to already congested, small-sized properties is ill-advised. Please note that there are other alternatives for shade that are not considered structures under the Zoning Code (more on next page). Additionally, awnings attached to the manufactured home would also be permitted, provided that a building permit with engineered drawings is approved.
3. **Setbacks and Separation Distances:** Full-time residents of the County do not have such instances of no setbacks or separation distances in any other parts of the code to my knowledge. A variance for hardship relief from setbacks may be requested, but is not guaranteed, from the Board of Zoning Appeals and is addressed on a case-by-case basis. The removal of both separation distances and setbacks from the code could create a situation where multiple sheds

and gazebos/ pergolas are clustered closely together in an effort to create more space for the additional accessory structure.

New Campground Subdivisions are not permitted. If the Commissioners choose to amend the code, it will only affect the Assateague Pointe and White Horse Park Campground Subdivisions.

Temporary Shade items are not considered structures and can be used in lieu of a pergola or gazebo. Examples include umbrellas, outdoor day-beds with awnings, pop-up canopies (foldable) and sunshades/sails and removed when not in use. Awnings attached to the manufactured home may also be permissible with a building permit.

Please let me know if you have any other questions.

Public Comments Received
In Opposition
To
Text Amendment Application
For
Detached Accessory Buildings and Off-Street Parking
in Campground Subdivisions

From: [REDACTED]
To: [Jennifer Keener](#)
Subject: Re: Canopies and sheds in white horse park
Date: Monday, May 6, 2024 9:32:55 AM

On Sat, May 4, 2024 at 8:51 AM [REDACTED] <[REDACTED]@gmail.com> wrote:

Good morning, as a part-time resident in White Horse Park, I would like to address this issue as I look back to the issue of full-time residents.

As we all know, those who were full-time residents fought the county through an attorney, spending much \$\$ to no avail. The county was right in their decision for legitimate reasons.

The reasoning behind the present situation is again valid. If medical, firemen, etc. could not easily access residences in the park, and serious injuries or even deaths would occur, those same folks opposed to removal of these many canopies would be forever devastated, not to mention the sadness of the emergency crews. Most likely law suits would then ensue. Another factor to consider is how very cluttered the present footprints have become. The park's ultimate desire should be and has been to have beautification within the community.

When the county addresses issues and the board makes decisions, it is for the best of the people. These board members are chosen because of their ability to make wise decisions and folks must respect those decisions.

Respectfully submitted,
[REDACTED]

Note: Name and email address redacted at the request of the submitter.

We feel strongly opposed to the amendment to allow the installment of metal or other Gazebos on lots in White Horse Park. Adding more permanent structures as Gazebos would further exacerbate already crowded lots which are now being used as party venues. This would be in violation of the guidelines. They are putting in surfaces which adds to inadequate drainage management close to an active waterway and natural habitat.

The Commissioners would not allow the old home owners who owned the land and lived in for some 25 to 30 years in White Horse Park.

Anonymous Residents

White Horse Park

This letter is in opposition to the request of an amendment to have permanent metal or other Gazebos on their property in White Horse Park. According to the guidelines there is a shed on all properties and no other permanent structures permitted.

This would be a contradiction in not amending requests to allow full time residents to live at White Horse Park and were forced to leave.

Anonymous Resident
White Horse Park

Jennifer Keener

From: Jennifer Keener
Sent: Tuesday, August 20, 2024 11:21 AM
To: Jennifer Keener
Subject: FW: Letter to Commissioners

From:
Sent: Monday, August 19, 2024 4:00 PM
To: Kristen Tremblay <ktremblay@co.worcester.md.us>
Subject: Re: Letter to Commissioners

This is in opposition to White Horse Park Campground Subdivision Amendment to allow another detached unit on their lots.

The spaces are very small in the majority of properties and most have only one parking space. Vehicles are being parked half on the road or using neighbor space. The majority of owners living here are the 50 & 60 age group who rarely visit or rent their homes. These are the same home owners who opposed the older senior citizens from living here full time. They were forced to sell or move out for 4 months during the winter. Many are now deceased.

There are very large umbrellas with weights or large pullout sun awnings that attach to homes to prevent the sun from causing skin cancer.

Please consider this opposition in your vote.

Anonymous Resident
White Horse Park

Public Comments Received
In Support
Of
Text Amendment Application
For
Detached Accessory Buildings and Off-Street Parking
in Campground Subdivisions

From: [Jody Smoker](#)
To: [Kristen Tremblay](#)
Subject: Canopy, pergola, gazebo in Assateague Pointe meeting July 3, 2024
Date: Wednesday, June 26, 2024 11:47:36 AM

Sent from my iPhone

Hello. My name is Jody Smoker, husband Douglas Smoker, and we have a place in Assateague Pointe and I am writing in favor to have the code amended to keep my canopy.

We have a canopy that is anchored into the ground that we use for shade during the summer months. We take the canopy down over the fall, winter, and spring months. So there is no chance of damaging anyone's property. I feel the canopy, pergolas, and gazebos have given Assateague Pointe a very nice look and they are used for a reason. We could not enjoy the outside of our home if not for our canopy to give us some relief from the heat and sun. We do not use it for sleeping or housing.

These canopies, gazebos, and pergolas have been here for quite some time, ours for 7 summers.

I thank you for your time.

Jody Smoker. Lot 214.

From: [Teri Bell](#)
To: [Kristen Tremblay](#)
Subject: Text amendment request for White Horse Park Community
Date: Tuesday, June 25, 2024 11:23:21 PM

Ms. Tremblay,

I am writing in support of the text amendment request to allow gazebos in the white horse community. We purchased a place here last year and are excited to be joining the community here in Worcester County. Although White Horse is considered a camping ground, it is truly a summer home away from home for us. We purchased a simple Gazebo in the early fall only to be informed soon after about this being considered a structure and not allowed if one has a shed. I am not sure the logic of this rule as I believe the two things are completely different. We absolutely need a shed to store beach chairs, umbrellas, and outdoor furniture that is subject to the frequent winds of the area. The Gazebo however, although anchored for safety, is not really a structure but a means of having shade which is necessary for health and wellbeing. I feel strongly that a gazebo or such is much safer than an umbrella, not only because it won't blow away but also because it provides more shade and can include screen curtains for bug control, which we feel is very necessary at certain times. There is no negative impact of these open structures on the county and I would respectfully request that the board consider this request for amending the text. Thank you in advance.

Sincerely,

Teri Bell

Homeowner at 224 Timberline Circle.

From: [Kristin Hubbard](#)
To: [Kristen Tremblay](#)
Subject: White Horse Park Gazebo
Date: Monday, June 24, 2024 8:31:38 PM

Good afternoon. Thank you for taking the time to consider our Community's request for a text Amendment pertaining to the gazebos in White Horse Park.

As an owner in White Horse Park who is affected by the current text I would like to join my neighbors in requesting the Amendment change to allow gazebos in the park.

Our community is a beautiful neighborhood filled with people who love the area and take pride in their properties. We are so blessed to have this little slice of Heaven. Currently, we are permitted one permanent structure. Many of us were told the gazebos were not permanent structures and were permitted. Our gazebo is soft top and removable. It offers much needed shade in the summer months. It allows us to enjoy our yard during the summer, which is very hot otherwise. It also provides much needed shade to keep the inside of our unit cool which, in turn, saves money and energy by not need the air conditioning to run as much.

The look of the soft and hard top gazebos are much nicer than the look of pop-up canopies. I understand our neighborhood is zoned a campground subdivision but driving through, it looks like a beautiful vacation resort. Having a bunch a pop up canopies would take away from the beauty of the park.

The other option for shade would be sunsetter awnings. The cost of which is not in my family's budget.

The Board of Directors has done a very good job enforcing the size restrictions for the canopies and gazebos thus far. There are many hard and soft top gazebos in use in the park currently. They have not created any adverse effects. They should be permitted. They are very much needed.

Thank you for your consideration.

George and Kristin Hubbard
92 Spinnaker Lane

From: [Leah Cluney](#)
To: [Kristen Tremblay](#)
Subject: Assateague Pointe Gazebo
Date: Wednesday, June 26, 2024 4:59:38 PM

I'm writing today as a homeowner in Assateague Pointe, lot #490 to encourage a change of verbiage to the county code pertaining to pergolas and gazebos. These structures are not permanent, they are fixed to a stable surface and can be easily removed if necessary. They are more safe than umbrellas and/or canopies such as "Easy-Ups" that are not fixed to the concrete. There is no rule stating that a canopy or umbrella needs to be weighted so it will not blow away in the wind causing damage to property which means essentially that a fixed gazebo or pergola is the safer option. This is not a livable space and no one in the community uses it as such. It is merely a secure safe way to remain out of the dangerous rays of the sun. Please take into serious consideration changing the code to allow for these temporary structures to be allowed in Assateague Pointe and similar communities.

Thank you,
Leah Cluney

Sent from my iPhone

From: [Carmen Brewis](#)
To: [Kristen Tremblay](#)
Subject: Pergola/gazebo vote
Date: Thursday, June 27, 2024 4:02:08 PM

Hello- In reference to the Pergola/ gazebo vote, I would like to add my vote to be able to keep the Pergola/gazebo on our properties as I cannot attend the meeting. I am a resident in Assateague Point and my address is lot 110- 8710 North Salt Pond Way. Any questions please feel free to contact me. 443-569-1314

Thank you!

Carmen Brewis

Commercial Contractors Group Inc.
410-255-4399

July 1, 2024

Worcester County Planning Commission
Government Center
One West Market Street, Room 1201
Snow Hill, Maryland 21863

Re: Text Amendment Application – Amending the provisions for detached accessory buildings

Dear Worcester County Planning Commission:

I am the owner of Lot #433 in Assateague Pointe Park and write to follow up on my correspondence in April to Ms. Tremblay, Zoning Administrator, regarding Subsection §ZS 1-318(d)(1)(E) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County (the “Code”) that relates to the proposed Text Amendment (see attached). It seems the terms “building” and “structure” are being conflated with respect to §ZS 1-318(d)(1)(E) of the Code.

Code Subsection §ZS 1-318(d)(1)(E) refers to and authorizes “one detached **accessory building**” and states as follows:

- E. One detached accessory building, not to exceed eight feet by ten feet in size, may be located on each campsite in a campground subdivision. Accessory buildings may not be located in the front yard setback but are not subject to other setback requirements but shall be separated by not less than six feet from any other recreational vehicle, recreational park trailer, cabin or other structure on the same lot or any other lot. No accessory building may be used for human habitation or sleeping quarters. No accessory building may contain plumbing or plumbing fixtures.

As expressly stated in this regulation, the restriction against having more than one detached item pertains to “accessory buildings” and not “accessory structures.” There is no ambiguity in §ZS 1-318(d)(1)(E).

The Code distinguishes between, and makes clear that, a “structure” and a “building” are different. *See, e.g.,* ZS 1-318(c)(11) and ZS 1-318(d)(1)(I) that state as follows:

ZS 1-318(c)(11)

- (11) Structures or buildings which serve as an amenity or are incidental and accessory to the operation of the campground in general may not exceed two stories or forty-five feet in height.

ZS 1-318(d)(1)(I)

- I. Structures or **buildings** which serve as an amenity or are incidental and accessory to the operation of the campground in general may not exceed two stories or forty-five feet in height.

If the terms “structures” and “buildings” were meant to mean the same thing, there would be no need to distinguish between them in the Code. Accordingly, the term “structure” cannot be substituted for the term “building” in §ZS 1-318(d)(1)(E). The items are different under the law.

In addition, Code Subsection §ZS 1-103(b) defines a “building” as a “shelter” as follows:

BUILDING -- Any structure which is designed, built or occupied as a shelter for persons, animals or property. The term "building" shall include tents, roadside stands, mobile homes, recreational trailers, vehicles and other similar objects when used as a permanent shelter and shall also include any part thereof.

The items listed in the above definition (e.g. tents, roadside stands, mobile homes, trailers, vehicles) inform what is meant under the Code when using the term “building.” For a “structure” to be a “building” it must be a **shelter** for persons, animals or property, that is, something enclosed . . . something that has a roof and walls similar to the examples given (i.e. tents, roadside stands, mobile homes, trailers, vehicles). Further, the definition of Building unambiguously states that tents, roadside stands, mobile homes, trailers, and vehicles are deemed a “building” **only** when used as a **permanent** shelter. A shed seems to meet this definition, but a pergola and a gazebo do not. Pergolas and gazebos used at Assateague Point do not have permanent tops or walls; some do not have temporary tops or walls.

If the requirement under the law that a structure must be used as a *permanent* shelter to constitute a “building” is disregarded, it would seem that owners could no longer park their cars on their lots because vehicles are considered “shelters” and thus “buildings” under the Code. To permit cars to be parked on lots because they are not permanent shelters while not permitting pergolas and gazebos, which are not even considered shelters under the law (assuming no permanent top and sides), would result in inconsistent application of the Code.

Replacing the term “building” with “structure” when interpreting §ZS 1-318(d)(1)(E) would have unintended consequences. The law, as modified, would seem to then require owners at Assateague Point to tear down all fences and remove wood and stone borders along flowerbeds, free-standing yard decorations, pavers, stepping stones, and everything else that has a “fixed location on the ground” given the definitions of “structure” and “fence” that follow.

STRUCTURE -- Anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground or a building as defined herein. "Structures" include walls, fences and signs.

FENCE -- A fixed structure designed to prevent escape or intrusion or to define property.

It cannot possibly be the intention of Worcester County to force owners to tear down or remove amenities to convert Assateague Point into a “tent” and “cabin” campground. Forcing owners to

Worcester County Planning Commission

July 1, 2024

Page 3 of 3

tear down longstanding items, some of which were present when the properties were purchased, would diminish property values as well as the enjoyment presently experienced.

Based on the reasoning provided above, I believe §ZS 1-318(d)(1)(E) does not need to be changed, provided the County agrees that pergolas and gazebos without permanent tops and sides are not buildings. As mentioned by other homeowners, the boards for Assateague Point and White Horse Park police and enforce community guidelines regarding “soft tops” and other elements of pergolas and gazebos ensuring none are permanent shelters.

I am concerned about some of the reasoning provided in the “packet” published for the July 3, 2024 meeting of the Planning Commission. Concern that allowing owners in two *sui generis* communities to have pergolas and gazebos may open the door to further requests down the road for permanent structures resulting in increased occupancy levels and burden on public resources is speculative.

Pergolas and gazebos are amenities enjoyed seasonally by property owners and their guests. Permitting pergolas and gazebos in these two communities will not overburden existing public services and facilities, including schools, police and fire protection, medical facilities, water, sanitary sewers, public roads, storm sewers, drainage or other public improvements. This matter relates to a private property right that does not create a public burden.

I appreciate your consideration of the matter. Thank you.

/s/ Michael R. Naccarato

Michael R. Naccarato
12018 Assateague Way

Enclosure

From: [Michael R. Naccarato](mailto:Michael.R.Naccarato@co.worcester.md.us)
To: ktremblay@co.worcester.md.us
Subject: RE: 8552 Stephen Decatur Highway; Assateague Point
Date: Wednesday, April 24, 2024 3:21:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Dear Ms. Tremblay,

Thank you for responding to my inquiry.

I agree the definition of “structure” (as provided below) includes the phrase “or a building as defined herein.” The definition of “building” in the Code, however, does not refer to “any structure which is built.” Instead, the definition states that a “building” under the Code is a structure built “as a shelter for persons, animal or property.” Accordingly, a “structure” is not a “building” unless the structure is built as a shelter. In addition, as mentioned below, a structure is not considered a “building” under the Code unless the structure is used as a permanent shelter. As a result, gazebos and pergolas are not “buildings” under the Code because they are not used as permanent shelters for persons, animals or property.

To consider “any structure which is built” to be a “building” under the code would make all structures “buildings” given the definition of “structure” specifically concerns items that are “constructed or erected” (i.e. “built”). In other words, a fence would be a building because it is “built.”

There are other arguments. For example, a “structure” under the Code is any item that is constructed ... “with a fixed location on the ground or attached to something having a fixed location on the ground.” The term “fixed” is commonly defined as “fastened securely in position.” The term “attached” is commonly defined as “joined or fastened to something.” As a result, there is an argument that gazabos and pergolas are not “structures” unless they are anchored in the ground or bolted to something having permanence. Non-anchored items are not “structures” unless they fall with the definition of “building” under the Code. Therefore, it could be argued that gazabos and pergolas are not buildings or structures under the Code.

I think the Code clearly shows legislative intent to distinguish between buildings and structures. I further believe the Code works to prohibit folks from getting around the limitation on habitable space under roof/walls on the property to serve the public purpose of managing density, consumption of shared resources (water, electric) and public burden (schools, police, fire, etc). Gazabos and pergolas at Assateague Pointe are used by the same people using the home. They do not add to residential capacity or affect shared resources or public burden. Gazabos and pergolas bother no one.

Thank you again for responding to my inquiry. Please let me know if I should be in touch with someone else at the County to further the conversation. Assateague Pointe is a beautiful part of the County. We enjoy it immensely. Thank you for further considering this matter.

Regards,

Mike

From: Kristen Tremblay <ktremblay@co.worcester.md.us>
Sent: Wednesday, April 24, 2024 1:58 PM
To: Michael R. Naccarato <mrnaccarato@GW-Law.com>
Subject: RE: 8552 Stephen Decatur Highway; Assateague Point

If you read the definition of structure, it also includes 'buildings' - "or a building as defined herein." Under the building definition, it refers to any 'structure' which is 'built.'

Kristen M. Tremblay, AICP
Zoning Administrator
One West Market Street, Room 1201
Snow Hill, MD 21863
(410)632-1200



From: Michael R. Naccarato <mrnaccarato@GW-Law.com>
Sent: Tuesday, April 9, 2024 4:58 PM
To: Kristen Tremblay <ktremblay@co.worcester.md.us>
Subject: 8552 Stephen Decatur Highway; Assateague Point

Dear Ms. Trembley,

I own a property in Assateague Point and received your letter dated December 13, 2023 concerning “accessory buildings” as well as a memo dated April 2, 2024 setting out a “Policy on Accessory Structures in Campgrounds.” I delayed responding to your letter at the request of the Assateague Point HOA. Given the date by which Worcester County mandates gazebo/canopy structures be torn down is rapidly approaching, I am writing to you now in response to the letter and to advise of seeming inconsistencies between the County’s position and current law.

The Code sections relied on by the County in issuing its mandate do not seem to support the mandate. For example, your letter quotes ZS 1-318(d)(1)(E) which refers to “one detached **accessory building**” and states as follows:

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As expressly stated in this regulation, the restriction against having more than one detached item pertains to “accessory buildings” and not “accessory structures.” There is no ambiguity in ZS 1-318(d)(1)(e).

The Code distinguishes between, and makes clear that, a “structure” and a “building” are different. See, e.g., ZS 1-318(c)(11) and ZS 1-318(d)(1)(l) that state as follows:

ZS 1-318(c)(11)



ZS 1-318(d)(1)(l)



If “structures” and “buildings” mean the same thing, there would be no need to distinguish between them in the Code. Accordingly, the term “structures” cannot be substituted for the term “building” in ZS 1-318(d)(1)(E). The items are different under the law.

Further, ZS 1-103(b) defines a “building” as a “shelter” as follows:

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The above definition of building is helpful in different respects. The listed items (e.g. tents, roadside stands, mobile homes, trailers, vehicles) inform what is meant in using the term “building.” For a “structure” to be a “building” it must be a shelter for persons, animals or property, that is, something enclosed . . . something that has a roof and walls similar to the examples given (i.e. tents, roadside stands, mobile homes, trailers, vehicles). Further, the definition of Building unambiguously states that tents, roadside stands, mobile homes, trailers, and vehicles are deemed a “building” **only** when used as a **permanent** shelter. A shed seems to meet this definition, but a pergola and a gazebo do not. Pergolas and gazebos used at Assateague Point do not have permanent roofs or walls; some do not have temporary roofs or walls.

I think the County may be conflating the terms “building” and “structures” in forming its position on pergolas and gazebos. If the County replaces the term “building” with “structure” when interpreting ZS 1-318(d)(1)(E), that provision would seem to then require owners at Assateague Point to tear down all fences and remove wood and stone borders along flowerbeds, free-standing yard decorations, pavers, stepping stones, and everything else that has a “fixed location on the ground” given the definitions of “structure” and “fence” that follow.



It cannot possibly be the intention of the County to force owners to tear down or remove amenities to convert Assateague Point to a “tent” and “cabin” campground. Forcing owners to tear down longstanding items, some of which were present when the properties were purchased, would constitute a “taking” without due process under the law or compensation. I hope the County will reconsider its position.

Please advise of the basis for the substituting the term “structure” for “building” in ZS 1-318(d)(1)(E). I welcome scheduling a call to further discuss. I appreciate your consideration of this message.

Kind regards,

Mike

Michael R. Naccarato

From: [sherry tolbird](#)
To: [Kristen Tremblay](#)
Subject: Assateauge Pointe Gazebo meeting at the county on July 3, 2024 at 1:00 PM
Date: Friday, June 28, 2024 8:36:29 PM

My husband and I purchased our cottage At Assateauge Pointe on June 28, 2019, I have visited this community since its birth in the 1990s. Our patio is full sun and miserable without a shade added, we've lost several patio umbrellas and several portable canopies which had to be taken down after use. The only shade devise that seems to work without extra work is a gazebo with a soft top. Wind comes off the bay here suddenly and fast. I lost two umbrellas when I ran inside to grab a beverage and use the rest room. It bent the pole and broke in half and there was not so much as a light breeze when I went inside for a few minutes. We were going to purchase a gazebo for this summer but we were notified earlier this year the county will not allow them because they are not permitted and we can't have two un-permitted items on the property. That's was news to me that the shed was not permitted yet existed when I purchased the cottage and the way it is positioned indicates its original to the property! If the shed is in the rear it's an original shed if it's on the side it's been replaced according to the HOA bi-laws we received at purchase.

Since we have been here the HOA has required each and every gazebo be secured to the patio structure with hurricane tie downs or in 5 gallon buckets with cement securing each post. Our HOA and community are very strict about safety and appearance they do not allow rusted items at all. My neighbors were required to get a new propane tank because of rust.

We have gone to an elderly persons home here to collapse and removed the top as a favor in the fall. Her gazebo four supports were anchored to the cement and stayed in place for over 12 years. Once they showed signs of rust she had it removed and replaced with a new one.

No one sleeps in the gazebo, nothing other then patio furniture is in it and they are not a four walled structure yet we are being told they are because the four bars that connect the four post for structural strength, which is basic engineering so it does not collapse with wind and s safety measure yet that makes it a structure.

I looked up the definition several times of a structure and it states building in most meanings which means it has :floors, walls and permanent roof which consist of plywood or particle board, then shingles, tiles or metal to protect the roof, which gazebos do not have walls or floors or a permanent roof that withstand loads like a typical building. The definition I found was

Structures A structure is an object with a definite size and shape that is constructed for a specific function or purpose. In order to serve its purpose, the structure must be strong, stable and it must be able to hold a load. If a structure is going to be useful, then it must be able to withstand forces.

Our community requires it is safe and not damage others property or injures, impale someone when the wind kicks up which happens often with storms here with umbrellas and pop up canopies . Our gazebos tops are like a tent material or canvas so what load are they holding? The top does not hold the structure together, it goes on top and is secured with snaps , Velcro or ties to provide shade.

The tops are not wood, copper, metal or plastics which if the wind kicked up and loosened these materials would cause property damage or injury to persons.

Our HOA made a member remove a gazebo that had a permanent roof just last year, it was built with a copper roof and it was pleasing to the eyes however it was not allowed in our community due to the hazard and possible damage that could occur. I believe gazebos is often thought of as a wooden permanent structure many public parks have such gazebos. The ones in our community are metal with a soft top I have attached pictures of what are community allows and what they don't allow. Several people have had patio gazebos collapse over the years because of light snowfall and they did not have the top off in time so it's not holding a load.

Our pool rules are we cannot have umbrellas open when wind is at 12 mph.

As I write this here's today's post about pool umbrella's which we use this rule on patio umbrellas also:

Today, June 28th, the pools will have their umbrellas down, but once you see the lifeguard's umbrella is up you are allowed to put yours up. The speed of the wind is at 14 mph and the gust is at 23 mph Thanks for your support. Please obey our lifeguards!

The reason we bought in this community and county was because it's a great place for our family to gather and enjoy our selves. Most of the community gathers on the patio for meals and relaxing conversations with friend and family. It's full afternoon sun and unbearable unless a patio gazebo is in place. I've lost enough money on various umbrellas styles I've tried them all to include a pop up canopy. The lots are small and close which the county approved yet there are very few trees in the community and those that do exist do not shade the patios of the 500 cottages. Someone suggested wind sails which would need to have at least three post to connect to or connection to a roof somewhere it's not feasible to use without causing damage to the cottages roof or house.

I am confident that our community members would have no problem paying for a permit to have the patio gazebo on their patio and still secure them to the patio or in cement containers for safety. We purchased our cottage with the shed and patio and the statement that we already have one not permitted structure being the shed so we are not allowed a gazebo alarms me that since I've been coming to this community since the beginning and there have always been sheds on lots. How this oversight exists baffles me.

I ask the committee reconsider the ban on the gazebos in our community, and stipulate the same safety precautions that have gone on for years if not decades so we can enjoy our patios and not have to monitor the weather 24/7 to use a umbrella which may be grabbed by the wind and cause injuries, that occurs too often and too many times on the beaches.

I thank you for your time and consideration in this matter and look forward to hearing what compromise can be met in this matter. I know we have had several members who have expressed concerns about not staying in this community or county if you can't enjoy the small piece of land you own during the summer.

Sherry Tolbird

Homeowner

×

Not this





Detail



Adjustable corner's well for canopy and providing extra shade



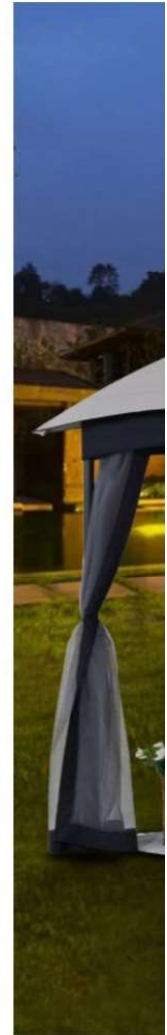
Built-in hook to hang lights



Canopy with drains to reduce water in rainy day.



Stake for stability in using



Steel Patio Gazebo



Lot 38
12519 East Helmsman Way, Assateague Pointe

From: [Joyce Wetzel](#)
To: [Kristen Tremblay](#)
Subject: Pergola County Meeting Letter
Date: Monday, July 1, 2024 10:26:04 AM

Hi, Joyce & George Wetzel here. Lot 519 Assateague Pointe, I will not be able to make the meeting but request my input below taken into consideration.

My background is 50 years as a Department of Defense employee, most all of it in Human Resources.

It has always been my practice each time I changed positions whether as a "worker bee" or manager, and wanted to understand why things were being done a certain way when there were definitely what I considered to be a better process, to always research what took place prior that prompted the current process in place. (Whew, long sentence)

Many times, after a lot of research, it was just a matter of policies/procedures not being kept current with changing times and I think that is what has happened in our community/county/state/country.

Things defined as a tent 30 years ago, may be defined as something else today.

I have one of the smallest pergolas that has a canvas, adjustable cover. It is not permanent, and so light that four young people could each grab a leg and move it. My husband does secure it when we are not home and he slides the canvas top to one side so the wind will not cause it to become air born and cause damage. My husband and I are both in our mid 70s, and purchased the pergola because of medication that prohibits us from sitting in the sun.

In addition, these large 10 foot umbrellas that seem to be **OK** actually take up more space than our pergola.

I guess my bottom line is investigate, understand what the intent was almost 30 years ago, how it fits into today's society and bring it up to date.

I can't speak for Whitehorse Park, but Assateague Park is a wonderful community. It has been well maintained and as pristine as it was when first established. That is due to our homeowners, the devotion of our Board Members and our ECC volunteer.

Thank you for your consideration
Joyce and George Wetzel

From: [Richard Miller](#)
To: [Kristen Tremblay](#)
Subject: Assateague Point Gazebos
Date: Monday, July 1, 2024 11:02:35 AM

Jolene and I own a home in Assateague Pointe and for several years have had a gazebo on our patio. There have been no problems with having the gazebo. It provides comfort from the sun and bugs when enjoying crabs outdoors. Please consider letting gazebos and pergolas remain as part of this community.
Lot 429 Richard Miller
Sent from my iPhone

From: [l.howard1](#)
To: [Kristen Tremblay](#)
Subject: FW: Text
Date: Sunday, June 30, 2024 12:16:59 PM

Sent from my Galaxy

----- Original message -----

From: "l.howard1" <l.howard1@verizon.net>
Date: 6/29/24 10:46 AM (GMT-05:00)
To: ktrembley@co.worcester.md.us
Subject: Text

I am a home owner in Assateage Pointe and would like for you to please consider allowing gazebos and pergolas in our community. They add to the property value as they look so much nicer than a pop up and dont blow over in the wind. They are not enclosed so couldn't be used for anything other than sun protection. Thankyou!

Sent from my Galaxy

Jennifer Keener

From: Ann Phillips <annmphilips@gmail.com>
Sent: Monday, July 1, 2024 1:58 PM
To: Jennifer Keener
Subject: White Horse Park Gazebo canopies Meeting July 3rd.

Dear Jennifer, my husband and I have been part of the White Horse Park community for 22 years. We are in our 70's, and have enjoyed sitting outside, entertaining friends rain or shine numerous times under our beautiful Gazebo with a canopy for 15 years.

My husband has had two bouts with Melanoma skin cancer, and our Gazebo allows us to sit out and be protected from the sun's dangerous rays. We entertain a lot of friends who have the same issues.

We are asking your help to see if the codes can be changed so we all could leave up our gazebos and continue to enjoy them with so many people in our community. We know you are all new, and not part of the planning commission when these codes were issued.

We would all be so grateful if you and the committee member could vote to change these codes. The gazebos also add beauty to our park.

Thank you so much for taking the time out to read this and taking it into consideration.

Sincerely,

Ann and Garey Phillips

From: [Brandi Howard](#)
To: [Kristen Tremblay](#)
Cc: dgainer83@gmail.com
Subject: Gazebo/Perogla Meeting
Date: Monday, July 1, 2024 1:49:05 PM

Good Afternoon,

I am writing to express my support FOR the Gazebos/Peroglas within the community of Assateague Pointe, Berlin, MD. We are unable to attend the meeting due to our work schedules, but wanted to ensure we provided our support.

They are a nice addition to peoples yards, and are a much nicer addition to peoples properties than the alternate "pop up tents".

Thank you for your consideration.

David and Brandi Gainer
AP Lot 47
443-871-3617

Jennifer Keener

From: Jennifer Keener
Sent: Wednesday, July 3, 2024 12:06 PM
To: Jennifer Keener
Subject: FW: Gazebos

-----Original Message-----

From: Diane Cox <dianetom5882@yahoo.com>
Sent: Tuesday, July 2, 2024 4:24 PM
To: Kristen Tremblay <ktremblay@co.worcester.md.us>
Subject: Gazebos

My name is Diane Cox 12516 E Helmsman way Berlin MD unfortunately we missed the July 1st deadline but hopefully you will receive this and count our vote please know we would love to be there but this meeting is a holiday week day we would love to eventually have a gazebo and love the ones we have seen in the development of assateague pointe thank you and wish you and your families a Happy Safe Holiday Sent from my iPhone

Jennifer Keener

From: Jennifer Keener
Sent: Wednesday, July 3, 2024 12:06 PM
To: Jennifer Keener
Subject: FW: Assateague Pointe Gazebo Meeting

From: diana@rtc.md <diana@rtc.md>
Sent: Tuesday, July 2, 2024 1:42 PM
To: Kristen Tremblay <ktremblay@co.worcester.md.us>
Subject: Assateague Pointe Gazebo Meeting

To Whom It May Concern:

I am writing this letter in regards to the Gazebo issue that has come about in Assateague Pointe. I am unable to attend in person and want to make sure to provide my thoughts. I am a owner/resident in Assateague Pointe and find the Gazebos that are currently in Assateague Pointe to be a necessity. Our courtyards get extremely hot and dangerous in summer. We have the young, elderly and pets that cannot be in the sun and elements at our beloved vacation homes. These Gazebos have been there for years without issue. They are pleasant to look at, provide shade and additional space as our places are small. I am in total agreeance that they should be allowed without interference from the county. We pay a lot of our hard earned money to have these vacation places and the gazebos make a wonderful addition to our courtyards.

Thank you,

Diana Isaac • C:443-336-2285



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: Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator
Matthew Laick, GISP, Deputy Director
Matthew Owens, Fire Marshal

From: Jennifer Keener, AICP, Director

Date: April 30, 2024

Re: Text Amendment Application – Amending the provisions for detached accessory buildings and off-street parking in campground subdivisions

Tracey Barnhart, owner of a campsite within White Horse Park, has submitted a text amendment application to amend the campground subdivision regulations pertaining to detached accessory buildings and off-street parking requirements. A copy of the draft bill language is attached. The applicant will not be available for the June meeting, therefore, please send any comments you may have on the application by **Wednesday, June 12, 2024**, so that I may finalize the staff report should she be ready for the July 3, 2024, Planning Commission meeting.

The amendment stems from recent requests to permit a second detached accessory building, specifically gazebos, canopies, pergolas, etc. within campground subdivisions. Currently, one detached accessory building is permitted at a maximum size of 8' by 10', with the predominant type being sheds. As drafted, the unenclosed building could be up to 12' by 12' in size.

The applicant is seeking the elimination of the six-foot separation distance between accessory buildings and other buildings on the same or adjoining sites. An appeal of the interpretation of the department to the Board of Zoning Appeals in 1996 resulted in an overturning of the separation distance provision (letters attached). Therefore, there was no separation distance applied until the Zoning Code was comprehensively amended in 2009. However, there are numerous sheds that were permitted prior to 2009 or have been replaced in-kind that do not meet the separation distance.

Lastly, the draft language proposes reducing the required parking from two spaces to one space provided on the campsite. The maximum parking would be reduced to two spaces overall (from 2.5), and the second space could be provided within a common parking area within 600 feet of the campsite. The intent is to allow those owners with limited space on their campsite to permit these structures without impeding the currently required second parking space.

If you have questions or need additional information, please let me know.

Current Zoning Code provisions**Campground subdivisions****§ ZS 1-318(d)(1)E:**

“One detached accessory building, not to exceed eight feet by ten feet in size, may be located on each campsite in a campground subdivision. Accessory buildings may not be located in the front yard setback but are not subject to other setback requirements but shall be separated by not less than six feet from any other recreational vehicle, recreational park trailer, cabin or other structure on the same lot or any other lot. No accessory building may be used for human habitation or sleeping quarters. No accessory building may contain plumbing or plumbing fixtures.”

§ ZS 1-318(d)(1)G:

“There shall be at least two off-street parking spaces but no more than two and one-half parking spaces for each campsite. At least two of the parking spaces must be provided on the campsite. Any additional parking may be provided in common parking areas located within six hundred feet of the campsite.”

Off-street parking areas**§ ZS 1-320(a):**

Use Category	Minimum Motor Vehicle Spaces Required	Maximum Motor Vehicle Spaces Required	Bicycle Spaces Required
Recreational uses:			
Campground subdivisions or cooperative campground subdivisions	2 per campsite, each on the campsite	2.5 per campsite, with at least 1 on the campsite	N/A for campground subdivisions; 1 rack and each amenity area, bathhouse, store or other facility which is commercial in nature in cooperative campground subdivisions

IN THE MATTER OF ASSATEAGUE
POINTE, INC. BEFORE THE BOARD
OF ZONING APPEALS FOR
WORCESTER COUNTY, MARYLAND

*
*
*
*

Case No: 44076

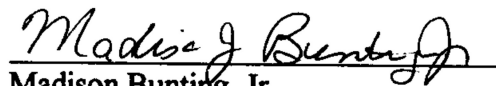
* * * * *

OPINION

A hearing was held before the Board of Zoning Appeals for Worcester County, Maryland, on Thursday, January 11, 1996, upon the application of Assateague Pointe, Inc. appealing the decision of the Department that the separation requirement between buildings on the same lot, as outlined in Section ZS 1-304(p), is not a setback requirement, and therefore, applies to campground subdivisions. The applicant contends that the separation requirement is a setback and therefore does not apply to camp ground subdivisions pursuant to Section ZS 1-312(d).

Upon consideration of this issue, the Board has determined that Section ZS 1-304(p) is infact a setback requirement from which the applicant is exempt pursuant to Section ZS 1-312(b). Accordingly, upon motion made by Mr. Marshall, and seconded by Mr. Widgeon, the Board unanimously passed the following resolution:

BE IT RESOLVED, that the applicant is exempt from the requirements of Section ZS 1-304(p).


Madison Bunting, Jr.,
Chairman

Date: 2/18/1996



EMERGENCY SERVICES

Worcester County

ROOM L - 14 COURT HOUSE
ONE WEST MARKET STREET

SNOW HILL, MARYLAND 21863-1000

TEL: 410 - 632 - 1311

FAX: 410 - 632 - 2141

January 25, 1996

EDWARD S. CROOPER

DIRECTOR

Resort Homes
C/O Troy Purnell
Stephen Decatur Highway
Berlin, MD. 21811

RE: Assateague Pointe accessory building fire separation

Troy,

In regard to the separation between the accessory buildings (outside storage sheds) and the adjoining structures not on the same property I offer the following opinion. After making a physical inspection, it is my opinion the separation between the accessory buildings and the adjoining structures do not constitute a life threatening situation. Although NFPA 501A, *Standard for Fire Safety Criteria for Manufactured Home Installations, Sites and Communities*. Section 4-4.1 of NFPA 501A states; *"Accessory buildings or structures shall be permitted to be located immediately adjacent to a site line where constructed entirely of materials that do not support combustion and provided that such buildings or structures are not less than 3 feet from an accessory building or structure on an adjacent site. An accessory building or structure constructed of combustible materials shall be located not closer than 5 feet from the site line of an adjoining site."*

Section 4-4.2 states; *"Every habitable room in an accessory building or structure shall have access to at least one exterior opening suitable for exiting directly to the outside without passing through the manufactured home."* As we discussed, placement of the accessory buildings shall not impede the exit access described in section 4-4.2.

My ruling will apply to the accessory buildings already in place and the remainder of the Assateague Pointe project. However with future projects, NFPA 501A will apply.

If I can be of any further assistance please don't hesitate to call.

Sincerely,

Edward S. Cropper
Fire Marshal

cc: Wally Waynick, Chief of Inspections, Worcester County PPI

David C. Gaskill
Attorney at Law

4100 Coastal Highway
 P.O. Box 210
 Ocean City, Maryland 21842

FAX
 (410) 289-9160

Telephone
 (410) 289-5006

January 16, 1996

Madison Bunting, Jr., Chairman
 Worcester County Board of Zoning Appeals
 Courthouse, Room 116
 One W. Market Street
 Snow Hill, Maryland 21863

Re: Assateague Pointe, Inc.
Case No. 44076

Dear Mr. ^{Jim}Bunting:

At the direction of the Board, I have been given the unenviable task of advising as to my opinion concerning the issue raised by Assateague Pointe, Inc. in the above referenced case. I will now do so.

Section ZS 1-312(d), concerning accessory buildings on campground sites located in a campground subdivision, provides that "[a]ccessory buildings may not be located in the front yard setback but are not subject to other setback requirements."

Section ZS 1-304(p)(2) provides that "[a]ccessory buildings shall be distant at least six (6) feet from any other building on the same lot"

The Applicant, Assateague Pointe, Inc., contends that 1-304(p)(2) is a setback requirement from which it is exempt. The Department contends that 1-304(p)(2) is a "separation" requirement, not a setback requirement. Accordingly, its position is that Assateague Pointe is not exempted from compliance with 1-304(p)(2).

The Department has relied upon the definition of "setback line" provided in Md. Code, *Courts and Judicial Procedures Article, §5-114 (a) (7)*, which provides that "setback line means the distance from a curb or shoulder of a highway, edge of a sidewalk, or property line beyond which any portion of a building or structure may not extend." Upon reflection, I believe that the Department's reliance on this section is misplaced. The section concerns a statute of limitations on bringing an action for violation of setback provisions. There are setback provisions in the zoning ordinance, i.e., stormwater management facilities, which oftentimes do not fit within this definition. The Department contends, and I believe rightfully so, that the purpose of 1-304(p)(2) is to provide for fire safety. Under rules of statutory construction, however, a statutory purpose is to be determined from the words of the statute itself, without resort to outside sources, unless the words are ambiguous. There is no ambiguity in 1-304(p)(2).

Sections 1-304(b), (c) and (d) set forth the method for determining front, rear and side yard setback lines, respectively. Section 1-304(e) provides as follows:

Determination of setback lines other than front, side and rear yard. Setbacks or buffer strips required by this Title, other than front, side and rear yard setbacks, shall be measured as the shortest distance between the point or line measured from any point on the use or structure subject to such setback requirement.

This section contemplates setback requirements other than the traditionally recognized yard setbacks, as indeed there are other types of setbacks in the zoning ordinance. Whether you call a "distance requirement" a setback or a separation, the result is the same. A use or structure may not extend into the prohibited area.

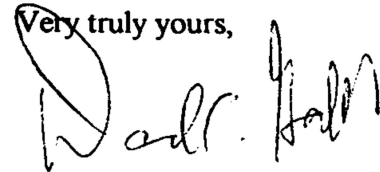
While I am not an architect, surveyor, engineer or any other type of expert, I simply have a problem in reconciling the Department's interpretation of 1-304(p)(2) with the requirements of 1-312(c)(1)(L.). That section requires each campsite to be 50 feet in width and 60 feet in depth. It also requires minimum setbacks of 10 feet in the frontyard, 7 feet in the left side yard, 3 feet in the right side yard and 7 feet in the rear yard. A copy of a site plan provided by Assateague Pointe is attached hereto. It seems to me that if a 6 foot separation requirement is applied, that in most instances it will be impossible to place a 8' by 10' accessory building as allowed by 1-312(d).

Finally, I am of the opinion that to hold that 1-304(p)(2) is a separation requirement rather than a setback requirement would be to champion form over substance. As the Court of Appeals stated in Aspen Hill Venture v. Montgomery County, 265 Md. 303, 313-14 (1972),:

In such a situation we must not forget the underlying principle that, "Such ordinances [zoning ordinances] are in derogation of the common law right to so use private property as to realize its highest utility, and while they should be liberally construed to accomplish their plain purpose and intent, they should not be extended by implication to cases not clearly within the scope of the purpose and intent manifest in their language."

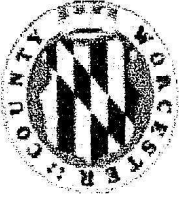
The reality of this situation is that 1-304(p)(2) operates as a setback requirement. While the intent of the legislative body in enacting the section may well have been to provide for fire safety, that intent is not evident from a plain reading of the ordinance. Reluctantly, I conclude that campsite accessory buildings are exempt from the requirements of ZS 1-304(p)(2). I would, however, urge the Department to continue to seek a text amendment to somehow address the issue of fire safety in this area.

Very truly yours,



David C. Gaskill

DCG/bjw



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

**PETITION FOR AMENDMENT TO THE OFFICAL TEXT
 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE**

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

Date Received by Office of the County Commissioners _____

Date Received by Development Review and Permitting April 29, 2024

Date Reviewed by the Planning Commission July 3, 2024

- I. Application: Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:

- a. Resident of Worcester County: _____
- b. Taxpayer of Worcester County: ✓
- c. Governmental Agency: _____ (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article

- a. Section Number: ZS 1-318(d)(1)E: (Campground Subdivisions)
- b. Page Number: _____
- c. Proposed revised text, addition or deletion:
Please see attached amendment
- _____
- _____
- _____
- _____

III. Reasons for Requesting Text Change:

- a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

Please see Attached document

IV. Signature of Applicants

Signature(s):

Tracey L Barnhart

Printed Name(s):

Tracey L Barnhart

Mailing Address:

4103 Belle Farms Court

Phone Number:

410-262-8990 Pylesville, MD. 21132

Email:

brittysmom4ever@AOL.COM

Date:

4/29/2024

V. Signature of Attorney

Signature: _____

Printed Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Date: _____

VI. General Information Relating to the Text Change Process

- a. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

Current language in § ZS 1-318(d)(1)E:

"One detached accessory building, not to exceed eight feet by ten feet in size, may be located on each campsite in a campground subdivision. Accessory buildings may not be located in the front yard setback but are not subject to other setback requirements but shall be separated by not less than six feet from any other recreational vehicle, recreational park trailer, cabin or other structure on the same lot or any other lot. No accessory building may be used for human habitation or sleeping quarters. No accessory building may contain plumbing or plumbing fixtures."

Second Rough Draft Proposed:

- E. One enclosed and one unenclosed detached accessory building may be located on each campsite in a campground subdivision.
 - 1. An enclosed building shall not exceed eight feet by ten feet in size.
 - 2. An unenclosed building shall not exceed twelve feet by twelve feet in size. Such structures may be covered with a roof but not enclosed with any material.
 - 3. Minimum lot requirements shall be: front yard setback, ten feet. No side or rear yard setbacks shall apply. There shall be no minimum separation distance required from buildings or structures on the same lot or any other lot.
 - 4. No accessory building may be used for human habitation or sleeping quarters, nor contain plumbing or plumbing fixtures.

- G. There shall be at least one off-street parking space but no more than two parking spaces for each campsite. At least one parking space must be provided on the campsite. Any additional parking may be provided in common parking areas located within six hundred feet of the campsite.

Reasons for Requesting Text Change:

This request is being submitted based on the county code that is currently in place regarding Accessory Structures in Campground Subdivisions ZS1-318. I am requesting a more stable type of Canopy/Gazebo's to be permitted, in place of pop-up Canopies/Gazebo's. The pop-up Canopy/Gazebo's are dangerous even when securely tied down, with a strong gust of wind, they can blow away which can cause property damage and injury to people. Also, there are many elderly people in these subdivisions that cannot put one of these pop ups up on their own daily, as they usually require more than one person to put them up and take them down. Due to the campground subdivision's being a vacation place, we need a structure to store items, and a place to sit in the shade outside. This is why I am requesting that we are to be allowed one (1) enclosed structure (Shed), and one unenclosed structure (Canopy/Gazebo's).

I have attached a map of White Horse Park properties to show that not all properties are the same size, which I have also requested for no setbacks for both structures, and have also requested one parking spot instead of two, so that owner's who do not meet these requirements may also be permitted to obtain a Canopy/Gazebo.

