



COMMISSIONERS
THEODORE J. ELDER, PRESIDENT
ERIC J. FIORI, VICE PRESIDENT
CARYN G. ABBOTT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JOSEPH M. MITRECIC
DIANA PURNELL

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

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

COMMENDATION

WHEREAS, Ricky Powell has contributed 27 years of dedicated service to Worcester County Government where he began his career on July 1, 1998; and

WHEREAS, Mr. Powell's expertise and experience as a landfill operator II have been instrumental in the overall management of the Public Works Solid Waste Division, where he operated heavy construction equipment; loaded and unloaded equipment, tools, and materials; inspected and made minor vehicle repairs; cross trained and backed up other staff; performed preventive and routine maintenance on equipment; and took part in safety-related trainings to ensure a safe workplace.

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

Executed under the Seal of the County of Worcester, State of Maryland, this 19th day of August, in the Year of Our Lord Two Thousand and Twenty-Five.



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 Sheriff's Office

ITEM 2

Matthew Crisafulli
Sheriff



Nathaniel J. Passwaters
Chief Deputy Sheriff

July 17, 2025

To: Worcester County Commissioners

From: Matthew Crisafulli, Sheriff

Re: Child Support Administration Cooperative Reimbursement Agreement (Grant) CSA-CRA 26

Please find the above-mentioned CSA-CRA 26 (Child Support Grant) for your review and signature. The agreement is between the Department of Human Services' Child Support Administration and the Worcester County Sheriff's Office and represents a three (3) year timeframe.

The agreement is for the service of summonses, writs, warrants and body attachments originating from the Child Support Administration.

Please sign in **blue ink**.

Respectfully Submitted,


Matthew Crisafulli
Sheriff

**STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT ADMINISTRATION
COOPERATIVE REIMBURSEMENT AGREEMENT**

This Agreement is hereby made and entered into by and between the Department of Human Services' Child Support Administration of the State of Maryland, hereinafter referred to as the "Department" or "CSA" and Worcester County, a body corporate and politic, and the Sheriff of Worcester County, hereinafter collectively referred to as the "Provider." The Provider agrees to operate a program to provide child support enforcement services in accordance with the federal Department of Health and Human Services ("HHS") approved State Plan under Title IV-D of the Social Security Act and the Cooperative Reimbursement Agreement Application and Terms and Conditions, which are included herein and made a part of this Agreement.

This Agreement shall be effective from October 1, 2025, through September 30, 2026.

Total Cost: \$ 73,820

Less Administrative Fee Retained by the Department: \$ 2,789

This Agreement shall be effective from October 1, 2026, through September 30, 2027.

Total Cost: \$ 73,820

Less Administrative Fee Retained by the Department: \$ 2,789

This Agreement shall be effective from October 1, 2027, through September 30, 2028.

Total Cost: \$ 73,820

Less Administrative Fee Retained by the Department: \$ 2,789

**STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT ADMINISTRATION**

COOPERATIVE REIMBURSEMENT AGREEMENT APPLICATION

Name of Provider: <u>Worcester County Sheriff's office</u>		
Address: <u>1 W. Market Street, Room 101</u>		
City: <u>Snow Hill</u>	State: <u>Mayland</u>	Zip Code: <u>21861</u>
Federal I.D. #: <u>52-6001064</u>		
Program Supervisor: <u>Lt. Christopher Larmore</u>		Phone No.: <u>(410) 632-1111 ext. 2270</u>
Additional Phone No.: (____) ____ - ____		Fax No.: <u>(410) 632-3070</u>
Email address: <u>clarmore@co.worcester.md.us</u>		

PART I – PROVIDER'S CERTIFICATION

Application is hereby made to the Department for the approval of a program to provide child support services in accordance with the HHS approved State plan under Title IV-D of the Social Security Act.

Theodore J. Elder, Jr. President Worcester County Commissioners,

Typed Name and Title of Chief Executive (County Executive; Chairman, Board of County Commissioners; Mayor; or their Designee)

Signature of Chief Executive

Date

Matthew Crisafulli, Sheriff

Typed Name and Title of Program Director (Sheriff or Designee)


Signature of Program Director

06-06-25
Date

**PART II. LOCAL DEPARTMENT OF SOCIAL SERVICES/
LOCAL CHILD SUPPORT OFFICE REVIEW**

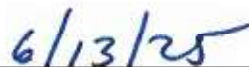
I have reviewed the contents of this Cooperative Reimbursement Agreement Application prepared by the Provider and certify that it meets the child support requirements for the Child Support Agency for Worcester County (County/City).

Roberta Baldwin, Worcester County DSS Director

Typed Name and Title



Signature



Date

PART III – PROGRAM NARRATIVE**Services Provided Requirements:**

Listed below are the categories of services and participation required by the Provider in providing services for the local child support office. The detailed requirements are included on Pages 5 through 7 and the supporting Addenda.

- A. Service of Process
- B. Execution of Writs, Warrants and Body Attachments
- C. Participation in Departmental Initiatives
- D. Staff Development and Training
- E. Collaboration and Coordination Meetings
- F. Customer Service
- G. Service of Administrative Subpoenas
- H. Location/Relocation Services
- I. Security Services

PART III – PROGRAM NARRATIVE (Cont.)**A. Service of Process**

Process shall be served in conformity with the Maryland Annotated Code and the Maryland Rules. If process is served on an incarcerated defendant, the Provider shall arrange for the defendant's presence at all required court hearings. If necessary, the Provider shall communicate with the local child support office so that a writ of habeas corpus is issued directing the relevant county to produce the defendant for court appearances. **The Provider must maintain a copy of the Summonses served to be forwarded with each quarterly expenditure report for verification of payment.**

Unless it is determined that the address provided is invalid, a minimum of three (3) attempts at service will be made prior to a disposition of non-est. A Sheriff's Deputy will return the disposition to the issuing authority within three (3) days after service or non-est. A summons that has been returned non-est shall include all information on location/relocation attempts.

B. Execution of Writs, Warrants and Body Attachments

Writs and warrants shall be executed in conformity with the Maryland Annotated Code and the Maryland Rules. The Provider shall enter open or active writs/warrants into the Civil Maryland Telecommunications Enforcement Resources System. The Provider will coordinate with any other foreign county's sheriff's office to ensure the speedy execution of all writs, warrants, and body attachments.

If the subject is incarcerated in a local correctional facility and there is an outstanding child support writ, the writ will be executed and the subject taken for a bond hearing. All money collected will be turned over to the local child support office or the Clerk's Office.

The Provider shall forward copies of all warrants quashed by the court to the local child support office. The Provider shall also maintain keep a copy of all such warrants at the Sheriff's Office. The Provider shall review all pending writs/warrants periodically in an attempt to locate the subjects. **The Provider must maintain a copy of all warrants executed for verification of payment. Copies of all warrants executed must be forwarded to the Department with each quarterly expenditure report.**

C. Participation in Departmental Initiatives

The Provider shall participate in the Department initiatives described in Addendum A (attached) that are geared toward establishment and enforcement of support as negotiated between the local child support office and the Provider. In Addendum A, describe each initiative and include in the description the process that will be used for documenting and tracking activities.

D. Staff Development and Training

The Provider's Program Manager shall confer with the CSA CRA Contract Manager to determine required trainings for newly hired or designated employees providing services under this contract. The Provider's Program Manager shall request any additional training needed for existing personnel related to this contract from the CSA CRA Contract Manager.

The Provider shall require employees who provide services under this contract to review all Circular letters, memoranda and other information released by CSA related to child support program policy and automated system enhancements.

E. Collaboration and Coordination Meetings

The Provider shall participate in periodic meetings with the local office of child support and/or other partners for the purpose of collaboration and coordination. These meetings shall occur at least quarterly, unless the local child support agency determines that the quarterly meeting is not required. The Provider shall maintain copies of meeting agendas and minutes.

F. Customer Service

In Addendum B, the Provider shall provide the name, direct access telephone number, and e-mail address for the employee responsible for serving as the primary liaison for child support customer service issues. The provider may also provide this information for other employees designated to serve as backup liaisons for child support customer service issues.

OPTIONAL SHERIFF'S SERVICES (please check all that apply):

☒ **G. Service of Administrative Subpoenas**

Administrative subpoenas will be served in the same manner as service of process and in accordance with the rules, regulations and timeframes as outlined by local law enforcement practices, the Annotated Code of Maryland, and the Maryland Rules.

☒ **H. Location Services/Relocation Services**

Upon request, the Provider will begin an investigation to locate the non-custodial parent's address, employment and/or assets in accordance with existing federal and CSA policy and procedures.

☒ **I. Security Services**

The Provider shall provide security services to include but not be limited to the following (check all that apply):

- ☐ Provide security at the local Department of Social Services or office of child support
- ☒ Provide security at the courthouse inside the courtroom(s) for IV-D cases
- ☐ Provide security at the courthouse in hallways and/or other common areas outside the courtroom(s) for IV-D cases
- ☐ Transport prisoners to and from local correctional facilities
- ☐ Provide security for local child support office employees when transporting funds from the courthouse to the local office

☐ Other (list):

PART IV – TRANSPARENCY ACT REPORTING

In Addendum D¹ (attached), the Transparency Act Data Collection Certification Form is to be completed by the Department's awarding Program when developing agreements, and one is to be completed by sub-awardees at the time of award. These forms are required Department procurement documents for all federally-funded contracts and agreements of \$30,000 or more. The federal government enacted the Federal Funding Accountability and Transparency Act (FFATA) that requires reporting by prime awardees of first-tier sub-awards of \$30,000 or more. The Department is the prime awardee of various federal grants, and therefore the Department's procedures for FFATA reporting have been formulated and added to the Administrative Procedures Manual.

Actual Transparency Act reporting by the Department via the federal FFATA Subaward Reporting System (FSRS) will be performed centrally by Budget and Finance. Sub-award reporting is required by the end of the month following the month of award, and the information will be displayed on www.USASpending.gov associated with the prime award.

PART V – ANNUAL INTERNAL REVENUE SERVICE (IRS) EMPLOYEE AWARENESS

The Provider must comply with all IRS standards for safeguarding federal tax information and complete the required IRS Safeguarding training referenced in Addendum E (attached).

¹ Please note, there is no Addendum C associated with this Agreement.

Contract No. CSA/CRA/26-044

In witness whereof, the Parties have executed this Agreement on or before the date first set forth herein:

ATTEST:

Susan Oulstock
Witness Signature

FOR THE PROVIDER:

[Signature]
Signature – Program Director

Matthew Crisafulli, Worcester County Sheriff
Name and Title of Program Director

06-06-25 (Date Signed)

Witness Signature

Signature – Chief Executive

Theodore J. Elder, Worcester County
Commissioners President
Name and Title of Chief Executive

(Date Signed)

Witness Signature

Signature

Rafael López, Secretary
Department of Human Services Secretary

(Date Signed)

This Agreement Approved as to Form and Legal Sufficiency by the Office of the Attorney General:

Assistant Attorney General


Date Signed

PART V – CERTIFICATION REGARDING LOBBYINGCertification for Contracts, Grants, Loans, and
Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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



Signature

Worcester County Sheriff's Office

Agency/Organization

Sheriff

Title

06-06-25

Date



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Matt Owens, Fire Marshal, Director of Emergency Services
DATE: April 17, 2025
RE: 2024 Grant Adjustment

The Department of Emergency Services is requesting a signature on the paperwork for a Grant Adjustment Notice. Due to the Incident Management Team no longer being supported by the Maryland Department of Emergency Management, we will be returning the funds that were previously allocated to the IMT. The Grant Adjustment is the amount of \$4,042.87.

Please let me know if you have any questions.

Thanks,

Matt



2024 Grant Adjustment Notice

for

County Commissioners of Worcester County, Maryland

Date of Award

8/6/2025

1. Sub-Recipient Name and Address	2. Prepared by: <i>Stone, Stacy</i>	3. MEMAGMS Award Number: 24-GA 8861-03
County Commissioners of Worcester County, Maryland	4. Federal Grant Information	
	Federal Grant Title:	State Homeland Security Grant Program
	Federal Grant Award Number/CFDA Number:	EMW-2024-SS-05064 / 97.067
	Federal Granting Agency:	U.S. Department of Homeland Security

5. Award Amount	
Total Award Amount \$97,340.38	2024 State Homeland Security Program Performance Period: FROM Sep 1, 2024 – May 31, 2027

6. Statutory Authority for Grant: This project is supported under: Department of Homeland Security Appropriations Act, 2023 (Pub. L. No. 117-328); Sections 2003 and 2004 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. §§ 604 and 605)

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <https://www.sam.gov/content/exclusions>

9. Agency Approval	
Approving SAA Official: Stacy Stone, Grant Administration Branch Manager Maryland Department of Emergency Management	Signature of SAA Official: Date:

10. Sub-Recipient Acceptance	
I have read and understand the attached Special Terms and Conditions and Certifications and Assurances.	
Type name and title of Authorized Sub-Recipient official: Director	Signature of Sub-Recipient Official:

11. Enter Federal Employer Identification Number (FEIN) and UEI number: 526001064	12. Date Signed :
---	--------------------------

13. DUE DATE: 9/20/2025	Signed award must be returned to the SAA on or before the above due date.
--------------------------------	---

Agreement Articles

Program:

Fiscal Year 2024 Homeland Security Grant Program

Recipient:

MARYLAND DEPARTMENT OF EMERGENCY MANAGEMENT

UEI-EFT:

KKVQY3MM2KK1

DUNS number:

614762144

Award number:

EMW-2024-SS-05064

Table of contents

Article1

Assurances, Administrative Requirements, Cost Principles, Representations, certifications

Article2

General Acknowledgements and Assurances

Article3

Acknowledgement of Federal Funding from DHS

Article4

Activities Conducted Abroad

Article5

Age Discrimination Act of 1975

Article6

Americans with Disabilities Act of 1990

Article7

Best Practices for Collection and Use of Personally Identifiable Information

Article8

Civil Rights Act of 1964 – Title VI

Article9

Civil Rights Act of 1968

Article10

Copyright

Article11

Debarment and Suspension

Article12

Drug-Free Workplace Regulations

Article13

Duplicative Costs

Article14

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Article15

E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Article16

Energy Policy and Conservation Act

Article17

False Claims Act and Program Fraud Civil Remedies

Article18

Federal Debt Status

Article19

Federal Leadership on Reducing Text Messaging while Driving

Article20

Fly America Act of 1974

Article21

Hotel and Motel Fire Safety Act of 1990

Article22

John S. McCain National Defense Authorization Act of Fiscal Year 2019

Article23

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Article24

Lobbying Prohibitions

Article25

National Environmental Policy Act

Article26

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article27

Non-Supplanting Requirement

Article28

Notice of Funding Opportunity Requirements

Article29

Patents and Intellectual Property Rights

Article30

Procurement of Recovered Materials

Article31

Rehabilitation Act of 1973

Article32

Reporting of Matters Related to Recipient Integrity and Performance

Article33

Reporting Subawards and Executive Compensation

Article34

Required Use of American Iron, Steel, Manufactured Products, and ConstructionMaterials

Article35

SAFECOM

Article36

Terrorist Financing

Article37

Trafficking Victims Protection Act of 2000 (TVPA)

Article38

Universal Identifier and System of Award Management

Article39

USA PATRIOT Act of 2001

Article40

Use of DHS Seal, Logo and Flags

Article41

Whistleblower Protection Act

Article42

Environmental Planning and Historic Preservation (EHP) Review

Article43

Applicability of DHS Standard Terms and Conditions to Tribes

Article44

Acceptance of Post Award Changes

Disposition of Equipment Acquired Under the Federal Award

Article46

Prior Approval for Modification of Approved Budget

Article47

Indirect Cost Rate

Article48

Summary Description of Award and Sub-programs

Article49

HSGP Performance Goal

Article 1

Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Sub Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2

General Acknowledgements and Assurances

Sub Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Sub Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Sub Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Sub Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

Article 3

Acknowledgement of Federal Funding from DHS

ITEM 3
Sub Recipients must acknowledge their use of federal award funding when submitting statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4

Activities Conducted Abroad

Sub Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5

Age Discrimination Act of 1975

Sub Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6

Americans with Disabilities Act of 1990

Sub Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7

Best Practices for Collection and Use of Personally Identifiable Information

Sub Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Sub Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8

Civil Rights Act of 1964 – Title VI

Sub Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the

Federal Emergency Management Agency (FEMA) must also comply with FEMA implementing regulations at 44 C.F.R. Part 7. **ITEM 3**

Article 9

Civil Rights Act of 1968

Sub Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10

Copyright

Sub Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgment that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11

Debarment and Suspension

Sub Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12

Drug-Free Workplace Regulations

Sub Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13

Sub Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. §200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Sub Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. §1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15

E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Sub Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16

Energy Policy and Conservation Act

Sub Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. §6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17

False Claims Act and Program Fraud Civil Remedies

Sub Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 18

Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19

Federal Leadership on Reducing Text Messaging while Driving

Sub Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20

Fly America Act of 1974

Sub Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21

Hotel and Motel Fire Safety Act of 1990

Sub Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22

John S. McCain National Defense Authorization Act of Fiscal Year 2019

Sub recipients and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Sub Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24

Lobbying Prohibitions

Sub Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25

National Environmental Policy Act

Sub Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27

Non-Supplanting Requirement

Sub Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that,

in the absence of such federal funds, would otherwise have been made available for the same purpose.

ITEM 3

Article 28

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29

Patents and Intellectual Property Rights

Sub Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. And applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31

Rehabilitation Act of 1973

Sub Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement

3-12

contracts from all federal awarding agencies exceeds \$10,000,000 for any project, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33

Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for

Article 35

SAFECOM

Sub Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36

Terrorist Financing

Sub Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37

Trafficking Victims Protection Act of 2000 (TVPA)

Sub Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 38

Universal Identifier and System of Award Management

Sub Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated by reference.

Article 39

USA PATRIOT Act of 2001

Sub Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 40

Sub Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41

Whistleblower Protection Act

Sub Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historical Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43

Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44

Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award.

Article 45

Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46

Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47

Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48

Summary Description of Award and Sub-programs

The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to

ITEM 3
implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,367,357.00 and Urban Area Security Initiative (UASI) funding in the amount of \$3,410,728.00 (Maryland - \$3,410,728; Baltimore Urban Area, \$3,410,728). These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article 49

HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.



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: Lynn Wright, Senior Budget Accountant
DATE: August 12, 2025
RE: Request to advertise a public notice

As part of the Environmental Review process for the Diakonia CDBG Homeless Shelter Grant application, Worcester County is required to publish a combined notice, the Notice to the Public of Finding of No Significant Impact (FONSI) and the Notice of Intent to Request Release of Funds.

Although the grant application has not yet been submitted and no award has been made, CDBG has instructed the County to proceed with the Environmental Review Process because site clearing has already begun at the project location. This is a required step, and no funds will be released until an award is officially granted.

Please see the suggested notice on the next page.

Combined Notice to Public of Finding of No Significant Impact and Notice of Intent to Request Release of Funds

August 28, 2025
Worcester County Commissioners
One West Market St. Room 1103, Snow Hill MD, 21862
410-632-1194

The purpose of this Notice is to satisfy two separate but related procedural requirements for activities to be taken by the Worcester County Commissioners.

On or about September 15, 2025 the above-named County will request that the Maryland Department of Housing and Community Development release funds under the Maryland Community Development Block Grant (CDBG) Program to be used for the following CDBG project:

Project Title: 611 Homeless Shelter Complex

Purpose of Project: Worcester County Commissioners, in partnership with Diakonia, a nonprofit organization, proposes to construct an affordable rental housing complex that provides a Housing First solution for individuals transitioning from homeless shelters, institutions (including incarceration), or engaged through a mobile homeless outreach team. The facility will not only offer stable, affordable housing, but also integrate essential support services, including collaborative veteran services, intensive case management, an expanded community food pantry, and a thrift store that generates program income while offering low-cost items and food to those in need. Additionally, the complex will create work-entry opportunities for residents, fostering self-sufficiency, community integration, and connection to vital resources throughout the region.

Location: 9601 Stephen Decatur Highway (State Rt. 611), Ocean City, MD 21842

Total Project Costs: The total estimated project cost is \$10,750,000, with funding anticipated from federal, state, and local grants, supplemented by private donations.

FINDING OF NO SIGNIFICANT IMPACT

Notice is hereby given that the above-named agency has prepared an Environmental Review Record on the project described in this Notice and has determined that said project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required and no further environmental review of the project is proposed prior to requesting the Release of Funds.

The finding of No Significant Impact is based on a review that analyzed various potential impacts like those on air and water quality, public health and safety, and historical or cultural resources, and it was concluded that any potential adverse effects would be negligible or minor. The review also ensured that the proposed project adheres to applicable laws, requirements, and regulations for environmental protection. There were no findings to indicate the project would have any significant effect on natural, cultural or community resources.

The Environmental Review Record which documents the Environmental Review of this project is available for public examination at the Worcester County Commissioners offices at 1 West Market Street, Room 1103, Snow Hill MD 21863, during normal business hours.

PUBLIC COMMENTS ON FINDING

All interested agencies, groups and persons disagreeing with this decision are invited to submit written comments regarding the environmental impacts of the described project to the office of Worcester County Commissioners and to the Maryland Department of Housing and Community Development. All such comments must be received no later than October 1, 2025 All comments will be considered, and the Worcester County Commissioners will not request the release of funds nor take any action on the projects prior to this date.

REQUEST FOR RELEASE OF FUNDS

The Worcester County Commissioners will undertake the project described above with Community Development Block Grant funds. This Notice also certifies that Theodore J. Elder, serving in the official capacity of President, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to environmental reviews decision-making, and action; and that these responsibilities have been satisfied. The legal effect of the certification is that upon its approval, the Worcester County Commissioners may use the CDBG Funds and the Maryland Department of Housing and Community Development (DHCD) will have satisfied its responsibilities under the National Environmental Policy Act of 1969.

OBJECTIONS TO RELEASE OF FUNDS

Objections to the release of funds will be accepted by the Department of Housing and Community Development only if one or more of the following apply: (a) that the certification was not in fact executed by the Certifying Officer; or (b) that the Worcester County Commissioners has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; or (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by this part before Release of Funds and approval of the environmental certification by DHCD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. All interested agencies, groups and persons disagreeing with this decision are invited to submit written comments to the Worcester County Commissioners and to the CDBG Environmental Officer, MD Department of Housing and Community Development, 7800 Harkins Road, Lanham, Maryland 20706. All such comments must be received no later than October 1, 2025.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: August 11, 2025
Re: Rezoning Case No. 451 – Richard and Elizabeth Smithson, applicants, Hugh Cropper, IV,
Esquire attorney for the applicants

.....

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 451. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 451, seeking to rezone approximately 150 acres of land located on the northerly side of Public Landing Road (MD Route 365), Snow Hill, west of Outten Road, from E-1 Estate District to A-1 Agricultural District. The case was reviewed by the Planning Commission at its meeting on August 7, 2025, and was given a favorable recommendation. The Planning Commission's written Findings of Fact and Recommendation are being prepared and will be forwarded for the public hearing.

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

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

**NOTICE
OF
PROPOSED CHANGE IN ZONING**

NORTH SIDE OF PUBLIC LANDING ROAD (MD ROUTE 365)
WEST OF OUTTEN ROAD, SNOW HILL
SECOND TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 451 has been filed by Hugh Cropper on behalf of Richard and Elizabeth Smithson, property owners, for an amendment to the Official Zoning Maps to change approximately 150 acres of land located on the north side of Public Landing Road (MD Route 365), west of Outten Road, Snow Hill, in the Second Tax District of Worcester County, Maryland, from E-1 Estate District to A-1 Agricultural District. The Planning Commission has given a favorable recommendation to the rezoning application.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING

on

TUESDAY, _____
at _____ A.M.

IN THE COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 451 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 451 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

WORCESTER COUNTY, MARYLAND

ITEM 5



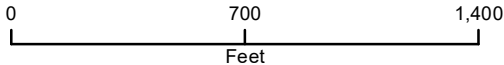
REZONING CASE NO. 451
E-1 Estate District to A-1 Agricultural District
Tax Map: 65, P/O Parcel 48



AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division



Prepared: June 2025
Source: County GIS Data Layers, 2024 Aerial Imagery

Drawn By: KLH Reviewed By: JKK

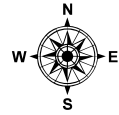
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

WORCESTER COUNTY, MARYLAND

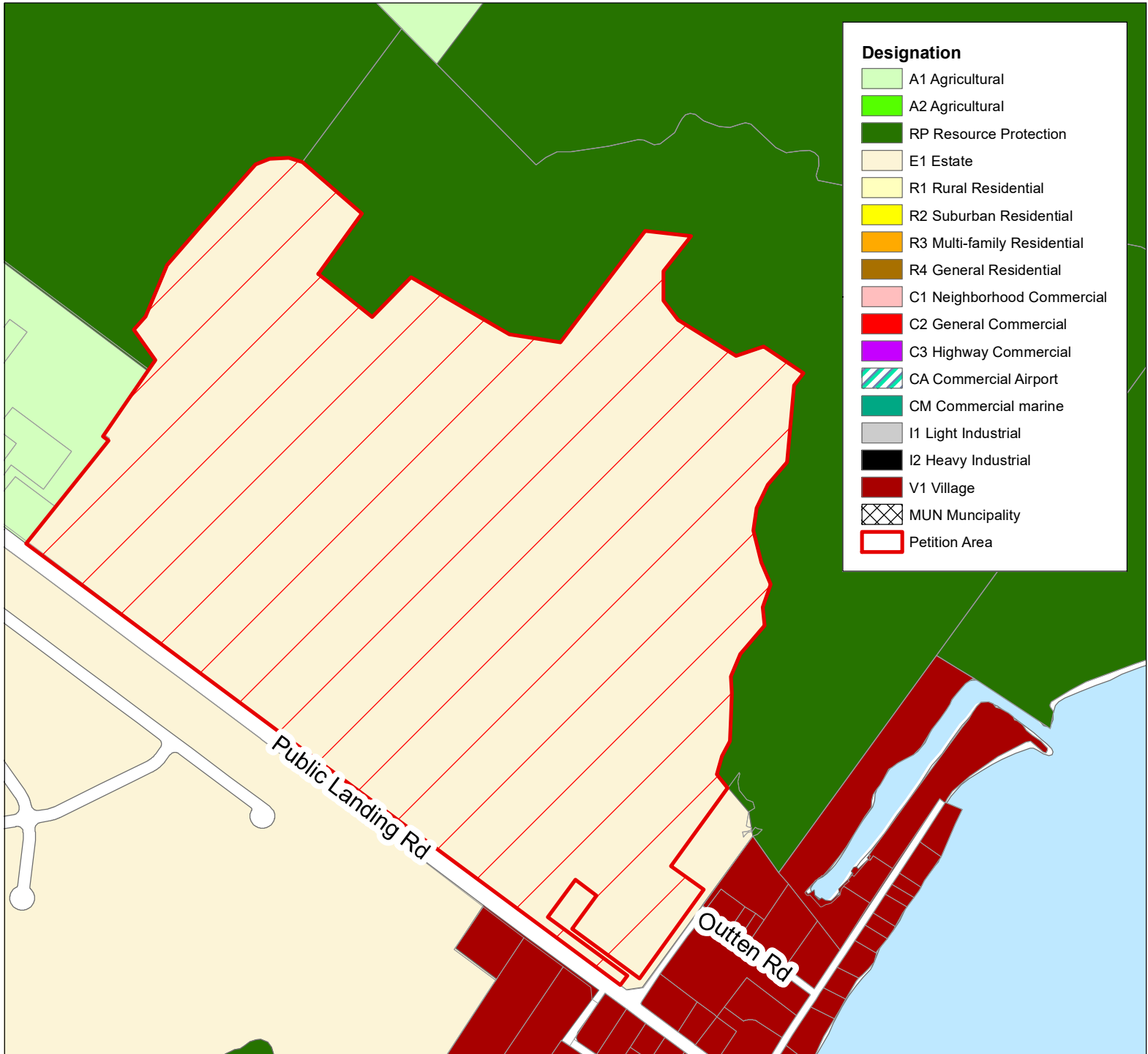
ITEM 5



REZONING CASE NO. 451
E-1 Estate District to A-1 Agricultural District
Tax Map: 65, P/O Parcel 48



ZONING DISTRICT MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division

0 700 1,400
Feet

Prepared: June 2025
Source: County GIS Data Layers, 2009 Zoning Map

Drawn By: KLH Reviewed By: JKK

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



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: August 11, 2025
RE: County Commissioners' Findings of Fact and Resolution - Rezoning Case
No. 447 (Maryland Medical Owners II, LLC and Maryland Medical Owners III,
LLC)

Attached please find the County Commissioners' Findings of Fact and Resolution relative to the above referenced rezoning case. As you are aware, the public hearing was held by the County Commissioners on August 5, 2025, and the rezoning was subsequently approved. Once the County Commissioners adopt and execute these Findings of Fact and Resolution, please forward signed copies to me so that we may notify the appropriate parties.

If you have any questions or need any further information, please do not hesitate to contact me.

IN THE MATTER OF	*	
	*	
THE REZONING APPLICATION OF	*	REZONING CASE NO. 447
	*	
MARYLAND MEDICAL OWNERS II, LLC	*	
	*	
AND	*	
	*	
MARYLAND MEDICAL OWNERS III, LLC*		

FINDINGS OF FACT

Subsequent to a public hearing held on August 5, 2025, and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission and also make the following additional findings of fact as the County Commissioners' complete findings of fact pursuant to the provisions of Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.

Regarding the specifics of Rezoning Case No. 447: This case seeks to rezone petitioned areas on Tax Map 21, Parcel 66, Lot 1 and Tax Map 21, Parcel 66, Revised Parcel B, consisting of 22.86 acres. The parcels are located on the easterly side of Racetrack Road (MD Route 589), Berlin, at the intersection of Taylorville Lane. The request is to reclassify the petitioned area from C-2 General Commercial District to R-3 Multi-family Residential District. The petitioned areas are currently unimproved.

Applicant's testimony before the County Commissioners: Mrs. Keener read the Planning Commission's Exhibit No. 1 into the record. The County Commissioners had several questions of Mrs. Keener in regards to the Residential Planned Community (RPC) review and approval process; lighting standards for residential and commercial development; fencing; dumpster location and screening requirements; parking calculations and location; Emergency Services review; access to the Ocean Pines subdivision, and the recorded Forest Conservation Area.

Mr. Hugh Cropper, attorney for the applicant, then introduced the rezoning request, outlining the scope of the petitioned area and reiterating the RPC review and approval processes. He stated that the R-3 Multi-family Residential District classification is less impactful than the C-2 General Commercial District in every respect, including lighting,

parking, traffic, and impervious surface. He stated that multi-family residential uses will allow clustered buildings and more open space. Mr. Cropper explained the history of the 2012 rezoning from A-1 Agricultural District to C-2 General Commercial District, including the appeals and final decision that resulted in the rezoning to C-2 District. Mr. Cropper explained the changes made to the original design of the Atlantic General Hospital (AGH) outpatient facility, specifically to remove the four proposed operating rooms and scale back the building size. The intention was to have the adjacent petitioned areas provide compatible retail and service uses, including food establishments and a pharmacy, with an assisted living component. Those amenities would have been utilized by relatives or caregivers of the patients while they were in surgery. Mr. Cropper stated that the petitioned areas are designated as Existing Developed Area (EDA) on the land use map of the 2006 Comprehensive Plan. They are also in the S-1/ W-1 (Immediate to 2 years) category in the *Master Water and Sewerage Plan*.

Steve Engel, land planner and landscape architect with Vista Design, Inc., concurred with the nine changes in the character of the neighborhood that were listed in the Planning Commission's Findings of Fact. Mr. Cropper stated that they would be proffering the installation of a six-foot-tall vinyl fence (shown on the plan labeled Fence Exhibit) as a condition of approval. In addition, they would proffer that the Forest Conservation Area remain as is and shall not be removed or modified. Upon an inquiry by the Commissioners, Mr. Leslie, County Attorney, stated that the Perpetual Protection Agreement that is recorded with the easement is the strongest form of protection that the County has to ensure that it remains in place. Overall, Mr. Engel concurred with the definition of the neighborhood, the factual changes that have occurred at the AGH facility and supported the requested rezoning.

Mr. Cropper provided excerpts from the current 2006 Comprehensive Plan, as well as from the working draft copies of the proposed Comprehensive Plan, finding the rezoning consistent with both documents. He reiterated that the petitioned areas were designated Existing Developed Area (EDA) on the existing land use maps, and infill development is consistent with this classification. He noted that affordable and workforce housing were needed but was unable to define the price range that qualified as such. In response to a question, Mr. Engel confirmed that single-family dwellings in the R-1 Rural Residential District would inherently generate more traffic than commercial or multi-family residential uses but was unable to explain why. Therefore, he believes that the R-3 District is more suitable and will not increase traffic significantly on MD Route 589.

Regarding a question from Commissioner Bunting regarding calculations for setting aside Forest Conservation Area, it was indeterminable at this time whether

residential zoning would trigger the requirement to protect additional forested areas without running the calculations. Mr. Cropper stated that despite that, he was involved in the mitigation bank purchase of less than one acre that was needed to offset the on-site easement for the commercial zoning calculation.

Mr. Carl Wilson, The Traffic Group, is a Professional Engineer and traffic engineer who does traffic impact studies on a regular basis. The Traffic Group was involved with this property for a long time under Betty Tustin, and Mr. Wilson explained that they both worked on this property before she retired. He prepared a supplemental traffic analysis dated August 4, 2025, an update to Applicant's Exhibit Nos. 6 and 7. Mr. Wilson explained that they originally collected turning movement counts at the site's access point with MD Route 589 in January 2025, which was a timing issue with the rezoning submission. He has updated the traffic counts based on a regular July 2025 weekend. He explained that they did not conduct Fourth of July weekend counts, because holiday traffic is not typically representative of normal summer operations. Overall, he found that the intersection at the petitioned areas, as well as the intersections at Manklin Creek Road and US Route 50 (Ocean Gateway) were all Level of Service (LOS) A. LOS reflects critical lane volumes, and A is optimal, although D is acceptable. Other intersections along MD Route 589 operate at LOS A, B or C and are much busier than this intersection.

Within the updated traffic analysis, a density of 137 dwelling units was evaluated. Mr. Wilson stated that trip generation calculations resulted in the same LOS at all intersections, with or without the development of this site. He noted that the intersection was designed for a much more significant impact with respect to turn lanes and other features. In summary, the R-3 District uses would have much less traffic impact than the C-2 District uses. Furthermore, he explained that residential uses tend to be more level regarding trip activity, whereas commercial uses are variable. He also concluded that multi-family dwelling units will have less trips (6-7 trips per day) than single-family dwelling units (10 trips per day). Mr. Cropper stated that the applicant would proffer an additional condition of approval as requested by the Planning Commission; namely that there shall be no connection from MD Route 589 to Ocean Pines and Triple Crown Estates through the petitioned areas. Commissioner Bertino confirmed that there was no additional traffic light proposed on MD Route 589. Mr. Cropper stated that the analysis does not warrant another light, the State Highway Administration was unlikely to approve another light, and his client wouldn't want to pay for another light.

Mr. Cropper summarized his case, stating that there is no longer synergy between the existing and proposed uses in the commercial zoning district without the operating rooms at AGH. Residential is an appropriate use of land in his opinion, which is supported

by infill development under the EDA land use category, formerly Suburban Residential in a prior Comprehensive Plan.

Yvonne Field, resident of 6 Little John Court in Ocean Pines, testified that she lives on the largest lot directly behind the petitioned area. She is afraid that they will remove the Forest Conservation Area and she will lose the trees that buffer her home from any potential uses on the petitioned area. She is thankful that the County Commissioners are considering conditions of approval such as the retention of the trees and a fence. Commissioner Bunting noted that there are non-tidal wetlands and associated buffer along approximately half of her lot that could not be disturbed, as added protection to the tree buffer.

Roger Bredehorst, resident of 7 Little John Court in Ocean Pines, testified that he has resided here since the 1990's and the area has changed so much in that time. He referenced the AGH facility, with the large parking lot and lighting. He was disturbed that he didn't receive notice of the meeting as an adjoiner. Upon clarification by Mrs. Keener, Mr. Bredehorst was not identified as a contiguous property owner. Mr. Bredehorst was concerned with lighting and access to the proposed development, stating that there wasn't enough room for a multi-family residential development. He mentioned the development of the Triple Crown Estates, which connected to Ocean Pines, and thinks that it could happen here as well. Mr. Bredehorst stressed that there were significant traffic issues and backups from the Food Lion (Pennington Commons) to MD Route 90.

Upon a question from Commissioner Bertino regarding future road improvements on MD Route 589, Mr. Cropper stated that the petitioned area has already offered the required dedication strips. Commissioner Mitrecic was supportive of the rezoning; however, he was concerned that the trip generation analysis provided may not be accurate. However, the County Commissioners concurred with the applicant that there would be significantly less traffic with a residential development in the R-3 District than a shopping center in the C-2 District.

The County Commissioners' findings regarding the definition of the neighborhood: The County Commissioners concur with the applicant's definition of the neighborhood as outlined in Applicant's Exhibit No. 1, which is the same neighborhood defined in Rezoning Case Nos. 392 and 396.

The County Commissioners' findings regarding population change in the area: The County Commissioners agree with the Planning Commission and concluded that there has been population growth in the defined neighborhood by virtue of re-development and infill

of existing lots within the adjoining Ocean Pines subdivision. Additional residential development includes the expansion of the Ocean Pines subdivision with Triple Crown Estates. There is also a high transient population change with demand for needed medical services provided by Atlantic General Hospital and TidalHealth within the defined neighborhood. Overall, there is a high demand for housing in the area, especially since the significant amount of residential real estate transactions occurring during COVID, with additional people moving to the area.

The County Commissioners' findings regarding availability of public facilities: The County Commissioners agree with the Planning Commission and find that the petitioned area has been included in the Greater Ocean Pines Sanitary Service Area and is eligible for public water and sewer. In his memo, Mr. Mitchell has confirmed that adequate EDUs are available. Additionally, there are adequate outpatient medical services to serve the population.

The County Commissioners' findings regarding present and future transportation patterns: Based upon the testimony presented, the County Commissioners find that the petitioned area fronts on Racetrack Road (MD Route 589), a State-owned and -maintained major collector highway. Road upgrades have been completed on MD Route 589, including a signalized intersection at the petitioned areas and the AGH medical complex. The Commissioners reviewed the traffic study and expressed skepticism about the reliability and precision of the traffic counts that it contained. However, the Commissioners independently found that there would be less traffic with a residential development in the R-3 District than a shopping center in the C-2 District.

The County Commissioners' findings regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: Based upon the Planning Commission's findings and the testimony presented, the County Commissioners find that the petitioned area adjoins the single-family residential subdivision of Ocean Pines. The County Commissioners concurred that a Residential Planned Community would be compatible with existing and proposed development, with the petitioned area serving as a transition zone between the single-family residential uses and the busy highway and commercial uses at AGH. The County Commissioners also found that there is an existing, recorded Forest Conservation Area along the rear of the property that will buffer the lots within the Ocean Pines subdivision, which will not be removed or modified as a condition of approval, and will be further screened with a fence. That area contains non-tidal wetlands that will be protected. Overall, the petitioned areas are well-drained uplands and any run-off would be collected by on-site stormwater management.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: The County Commissioners find that the property is designated as an Existing Developed Area (EDA) on the Land Use Map. There is a strong demand for housing in the neighborhood, and it is located near commercial service areas that also serve as employment centers. Infill development is a priority in the Comprehensive Plan and this development will provide additional housing while keeping the character and density of the neighborhood. In 2009, the Planning Commission had concurred that residential use would be more consistent with the comprehensive plan and had recommended a residential zoning classification (R-1 District). Therefore, the proposed reclassification is consistent with the Comprehensive Plan and in keeping with its goals and objectives.

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission gave a favorable recommendation to the rezoning of the petitioned area from C-2 General Commercial District to R-3 Multi-family Residential District. Having made the above findings of fact, the County Commissioners concur with the recommendation of the Planning Commission and generally adopt their findings of fact.

Decision of the County Commissioners: As a result of the testimony and evidence presented before the County Commissioners and the findings set forth above, the County Commissioners find there has been a change in the character of the neighborhood, and that a rezoning of the petitioned area is appropriate. The applicant requests a zoning map amendment from C-2 General Commercial District to R-3 Multi-family Residential District based on a change in the character of the neighborhood since the last comprehensive rezoning on November 3, 2009. This change is demonstrated through the nine points outlined in the testimony presented, summarized here:

1. Approval of Rezoning Case No. 396.
2. The sectional rezoning of lands to the west of the casino along McAllister Road.
3. The Comprehensive Plan amendment to redesignate the sectional rezoning parcels as Commercial Center on the Land Use Map.
4. The adoption of the Casino Entertainment District overlay zone.
5. The development of the AGH outpatient facility.
6. The installation of a traffic signal at the AGH facility and the petitioned area.
7. The installation of a traffic signal at McAllister Road.
8. The establishment of the Triple Crown Estates Residential Planned Community.
9. Several water and sewer plan amendments and sewer service area expansions in the neighborhood.

The County Commissioners further acknowledged that significant road upgrades have been completed on MD Route 589, including a signalized intersection and road improvements at the petitioned areas and the AGH medical complex as well as at McAllister Road in front of the casino. Furthermore, the County Commissioners concurred with the applicant that there would be significantly less traffic with a residential development in the R-3 District than a shopping center in the C-2 District, which is allowed today, despite their uncertainty in the accuracy of the specific trip generation calculations in the supplied traffic study. The County Commissioners found that a Residential Planned Community would be compatible with existing and proposed development, with the petitioned area serving as a transition zone between the single-family residential uses and the busy highway and commercial uses at AGH. Overall, the County Commissioners found that the requested zoning conforms to the Worcester County Comprehensive Plan, which encourages infill within established communities while preserving neighborhood character. Based upon their review, the County Commissioners conclude that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and hereby approve Rezoning Case No. 447 and thus rezone the petitioned areas, Tax Map 21, Parcel 66, Lot 1 and Tax Map 21, Parcel 66, Revised Parcel B, from C-2 General Commercial District to R-3 Multi-family Residential District with the following conditions of approval:

1. Install 6' tall vinyl fence as illustrated on Fence Exhibit rendering, with the homeowners or condominium association responsible for maintenance in perpetuity;
2. The recorded Forest Conservation Area, as illustrated on the plat (SRB Liber 250 Folio 40) shall not be removed or modified; and
3. There shall be no connection from MD Route 589 to Ocean Pines and Triple Crown Estates through the petitioned areas.

Adopted as of August 5, 2025. Reduced to writing and signed _____,
2025.

ATTEST: COUNTY COMMISSIONERS OF
WORCESTER COUNTY

ZONING RECLASSIFICATION RESOLUTION NO. 25-

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO § ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 21 AS PARCEL 66, LOT 1 AND PARCEL 66, REVISED LOT B, FROM C-2 GENERAL COMMERCIAL DISTRICT TO R-3 MULTI-FAMILY RESIDENTIAL DISTRICT.

WHEREAS, pursuant to § ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Maryland Medical Owners II, LLC and Maryland Medical Owners III, LLC, applicants, and Hugh Cropper, IV, applicant's attorney, filed a petition for the rezoning of approximately 22.86 acres of land shown on Tax Map 21 as Parcel 66, Lot 1 and Parcel 66, Revised Lot B ("petitioned areas"), located on Racetrack Road (MD Route 589), at the intersection of Taylorville Lane, requesting a change in zoning classification thereof from C-2 General Commercial District to R-3 Multi-family Residential District; and

WHEREAS, the Worcester County Planning Commission gave the petition a favorable recommendation during its review on June 5, 2025; and

WHEREAS, subsequent to a public hearing held on August 5, 2025, following due notice and all procedures as required by Sections ZS 1-113 and 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners found that there has been a substantial change in the character of the neighborhood and the findings of fact relative to the criteria as required by law are incorporated by reference;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that the land petitioned by Maryland Medical Owners II, LLC and Maryland Medical Owners III, LLC, applicants, and Hugh Cropper, IV, applicant's attorney, and shown on Tax Map 21 as Parcel 66, Lot 1 and Parcel 66, Revised Lot B are hereby reclassified from C-2 General Commercial District to R-3 Multi-family Residential District with the following conditions of approval: 1. Install 6' tall vinyl fence as illustrated on Fence Exhibit rendering, with the homeowners or condominium association responsible for maintenance in perpetuity; 2. The recorded Forest Conservation Area, as illustrated on the plat (SRB Liber 250 Folio 40) shall not be removed or modified; and 3. There shall be no connection from MD Route 589 to Ocean Pines and Triple Crown Estates through the petitioned areas.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, August 5, 2025.

EXECUTED this _____ day of _____, 2025.

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Nathaniel J. Passwaters
Chief Deputy Sheriff

ITEM 7

TO: Worcester County Commissioners
FROM: WCSO (Carrie Tingle)
DATE: August 11, 2025
RE: Out of State Travel Request

FY26

Out of State Travel Request

WCSO	3	100.1101.030.7000.090
Department	# of Attendees	GL Account Code
Trenton NJ	9/3/2025	9/5/2025
Destination	Depart	Return

Purpose of Travel: 3 Firearms Instructors to attend 2-day *Red Dot Pistol Fundamentals Instructor* course.

**Note: 9/3/25 is a travel day. 9/4 & 9/5 are full training days with the employees driving back late after class on 9/5. By driving back 9/5, they will not incur additional hotel charges. That is the reason I calculated the meal per diem as 1 travel day and 2 training days.*

Estimated Costs:	Airfare	0.00	
	Lodging	828.00	138/night
	Meals	709.50	64.50 travel day, 86/day
	Registration Fees	1890.00	630 ea
	Car Rental	0.00	
	Other Transportation	0.00	
	Other	200.00	est-fuel, tolls, etc.
	Total	\$3,628	

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

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: August 11, 2025
SUBJECT: Sludge Pump Repairs at Ocean Pines WWTP

Public Works is requesting Commissioner approval to repair two sludge pumps at the Ocean Pines Wastewater Treatment Plant (WWTP). This is a sole source purchase from Hills Industrial as they are the authorized pump manufacturer repair shop for WEMCO / MUNIFLO pumps. The repair costs including materials and labor are \$16,366.25 for Sludge Pump #1 and \$17,141.25 for Sludge Pump #2, for a total of \$33,507.50. Funding is available in the Ocean Pines WWTP System Maintenance account number 555.8003.6500.030

The existing pumps were installed as part of the 2004 upgrade at the plant. The repair of these pumps will save Ocean Pines WWTP approximately \$13,000 versus purchasing new pumps. These pumps are utilized to remove accumulated biosolids (sludge) from the treatment units and feed it to the belt filter press. Without the pumps, sludge will build up in the tanks and cause potential permit violations by taking up space needed for the incoming wastewater. The anticipated lead time for the repairs is 8-10 weeks.

Please let me know if there are any questions.

Attachments

CC: Nick Rice, Procurement Officer
 Quinn Dittrich, Enterprise Fund Controller
 Chris Clasing, P.E., Deputy Director
 Tony Fascelli, Water & Wastewater Superintendent



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

Job Estimate

Job No:	071975
Date:	7/9/2025
Page:	1 of 3

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
071975	03/25/25	004	Pump Three Phase		NET 30 DAYS
Purchase Order:		PO Release:		Misc Number:	91591

QTY	Item Number	Description/Notes	Unit Price	Extended
		Nameplate Data: Pump brand:WEMCO/MUNIFLO, Pump mod:RPD-4, Pump Ser:04DW05012-03		
		Special Instructions: SLUDGE PUMP #2		
4.0	NU211ETVPC3	ROLLER BEARING	131.85	527.40
2.0	NU2210ETVP2	BEARING	138.98	277.96
2.0	3210A2RS	BEARING	136.27	272.54
2.0	MISC.1	RETAINING RING	13.13	26.26
1.0	74213-02	ROTOR CASE W/WEARPLATES	4,024.75	4,024.75
1.0	74208-1	COVER PLATE	398.38	398.38
2.0	74252-1	FRONT RETAINER	333.63	667.26
2.0	74251-1	REAR RETAINER	557.81	1,115.62
2.0	74221-01	ROTOR ASSEMBLY	860.62	1,721.24
2.0	142404	SHAFT SLEEVE	520.63	1,041.26
2.0	74259-2	GLAND PACKING	448.38	896.76
2.0	74291-1	ROTOR ENDPLATE	239.06	478.12
4.0	404641	LOCKNUT	43.56	174.24
2.0	182020	LOCKING ASSEMBLY	111.56	223.12
2.0	157396	OIL SEAL	28.68	57.36
1.0	157387	OIL SAL	28.68	28.68
2.0	142404	V-RING	5.31	10.62
2.0	142363	O-RING ENDPLATE	2.13	4.25
2.0	142364	O-RING SHAFT SLEEVE	5.31	10.62
1.0	142362	O-RING ROTOR CASE COVER	40.38	40.38
8.0	145120	PACKING SET	21.25	170.00

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:	Continued...
--------------------	--------------

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____
Based on our Terms and Conditions.





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

Job Estimate

Job No:	071975
Date:	7/9/2025
Page:	2 of 3

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

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
071975	03/25/25	004	Pump Three Phase		NET 30 DAYS
Purchase Order:		PO Release:		Misc Number:	91591

QTY	Item Number	Description/Notes	Unit Price	Extended
1.0	181267	GASKET, GEAR CASE COVER	36.13	36.13
2.0	74271-1	SLINGER	41.44	82.88
1.0	74263-1	LANTERN RING	106.25	106.25
6.0	210850	SCREWS	1.25	7.50
6.0	213291	SCREW	1.25	7.50
1.0	181699	SIGHT GLASS	10.00	10.00
4.0	MPMOBIL629	GEAR OIL	9.00	36.00
1.0	W-OIL	OIL DISPOSAL FEE, PER GALLON	4.17	4.17
1.0	MACH.1	MATERIAL TO REPAIR SEAL SURFACES	62.50	62.50
		INBOUND FREIGHT		425.00
1.0	MPSP1	SHOP SUPPLIES	9.00	9.00
		MACHINE SHOP LABOR TO MACINE SEAL SURFACES AND CHASE THREADS		687.50
		INSPECTION LABOR		1,500.00
		SHOP LABOR TO REPAIR AND ASSEMBLE		2,000.00
		THIS UNIT REQUIRED A SUBSTANTIAL AMOUNT OF TIME TO DISASSEMBLE DUE TO THE ROTORS BEING CORRODED TO THE SHAFT.		
		DELIVERY ON PARTS IS 8-10 WEEKS.		
		A NEW PUMP IS 14-16 WEEK DELIVERY.		
		New Unit Replacement Price	23,650.00	
		***** Repair SAVINGS *****	6508.75	

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:	Continued...
--------------------	--------------

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____
Based on our Terms and Conditions.





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

Job Estimate

Job No:	071975
Date:	7/9/2025
Page:	3 of 3

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

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
071975	03/25/25	004	Pump Three Phase		NET 30 DAYS
Purchase Order:		PO Release:		Misc Number:	91591

[illegible]

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:	17141.25
--------------------	----------

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____
Based on our Terms and Conditions.





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

Job Estimate

Job No:	071974
Date:	6/19/2025
Page:	1 of 2

Sold To:	Customer Number: 000780	Ship To:	Ship To Number: 000099
	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: 000-000-0000

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
071974	03/25/25	004	Pump Three Phase		NET 30 DAYS
Purchase Order:		PO Release:		Misc Number:	91592

QTY	Item Number	Description/Notes	Unit Price	Extended
		Nameplate Data: Pump brand:WEMCO/MUNIFLO, Pump mod:RPD-4, Pump Ser:04DW050112-01		
		Special Instructions: SLUDGE PUMP #1		
4.0	NU211ETVPC3	ROLLER BEARING	131.85	527.40
2.0	NU2210ETVP2	BEARING	138.98	277.96
2.0	3210A2RS	BEARING	136.27	272.54
2.0	MISC.1	RETAINING RING	13.13	26.26
1.0	74213-02	ROTOR CASE W/WEARPLATES	4,024.75	4,024.75
1.0	74208-1	COVER PLATE	398.38	398.38
2.0	74252-1	FRONT RETAINER	333.63	667.26
2.0	74251-1	REAR RETAINER	557.81	1,115.62
2.0	74221-01	ROTOR ASSEMBLY	860.62	1,721.24
2.0	142404	SHAFT SLEEVE	520.63	1,041.26
2.0	74259-2	GLAND PACKING	448.38	896.76
2.0	74291-1	ROTOR ENDPLATE	239.06	478.12
4.0	404641	LOCKNUT	43.56	174.24
2.0	182020	LOCKING ASSEMBLY	111.56	223.12
2.0	157396	OIL SEAL	28.68	57.36
1.0	157387	OIL SAL	28.68	28.68
2.0	142404	V-RING	5.31	10.62
2.0	142363	O-RING ENDPLATE	2.13	4.25
2.0	142364	O-RING SHAFT SLEEVE	5.31	10.62
1.0	142362	O-RING ROTOR CASE COVER	40.38	40.38
8.0	145120	PACKING SET	21.25	170.00

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:	Continued...
--------------------	--------------

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____
Based on our Terms and Conditions.





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

Job Estimate

Job No:	071974
Date:	6/19/2025
Page:	2 of 2

Sold To:	Customer Number: 000780	Ship To:	Ship To Number: 000099
	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

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
071974	03/25/25	004	Pump Three Phase		NET 30 DAYS
Purchase Order:		PO Release:		Misc Number:	91592

QTY	Item Number	Description/Notes	Unit Price	Extended
1.0	181267	GASKET, GEAR CASE COVER	36.13	36.13
2.0	74271-1	SLINGER	41.44	82.88
1.0	74263-1	LANTERN RING	106.25	106.25
4.0	MPMOBIL629	GEAR OIL	9.00	36.00
1.0	W-OIL	OIL DISPOSAL FEE, PER GALLON	4.17	4.17
1.0	MACH.1	MATERIAL TO REPAIR SEAL SURFACES	62.50	62.50
		INBOUND FREIGHT		425.00
1.0	MPSP1	SHOP SUPPLIES	9.00	9.00
		MACHINE SHOP LABOR TO MACINE SEAL		687.50
		SURFACES AND CHASE THREADS		
		INSPECTION LABOR		750.00
		SHOP LABOR TO REPAIR AND ASSEMBLE		2,000.00
		DELIVERY ON PARTS IS 8-10 WEEKS.		
		A NEW PUMP IS 14-16 WEEK DELIVERY.		
		New Unit Replacement Price	23,650.00	
		***** Repair SAVINGS *****	7283.75	
		THERE WILL BE A 3% SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS		

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:	16366.25
--------------------	----------

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____
Based on our Terms and Conditions.





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: August 19, 2025
RE: Request to Purchase – Cab Tractors

Public Works is requesting Commissioner approval to purchase two Cab Tractors from Atlantic Tractor through a contract with the State of Maryland. The total purchase price is \$222,868.50, which includes a discount of \$37,144.75 by utilizing the State's contract. These will replace two aging tractors that are currently in their fleet.

Funding has been approved in the FY26 Roads Division budget under account 100.1202.9010.070 Capital Equipment Heavy Equipment in the amount of \$238,344.

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

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- ☐ Vendor: Deere & Company 2000 John Deere Run Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Gary Yorton

Atlantic Tractor LLC 31415 John Deere Drive
Salisbury, MD 21804

Tel: 410-860-0676

Fax: 410-860-1704

Email: gyorton@atjd.net

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Atlantic Tractor LLC
 31415 John Deere Drive
 Salisbury, MD 21804
 410-860-0676
 admin.cly@atjd.net

Quote Summary

Prepared For:

Kevin Lynch
 WORCESTER COUNTY ROADS
 Kevin Lynch
 1 W MARKET ST
 SNOW HILL, MD 21863
 Business: 410-632-2244
 KLYNCH@CO.WORCESTER.MD.US

Delivering Dealer:

Atlantic Tractor LLC
 Gary Yorton
 31415 John Deere Drive
 Salisbury, MD 21804
 Phone: 410-860-0676
 gyorton@atjd.net

Quote Id: 33255178
Created On: 31 July 2025
Last Modified On: 31 July 2025
Expiration Date: 29 August 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6M 125 Cab Tractor	\$ 148,579.00	\$ 111,434.25 X	2 =	\$ 222,868.50
Contract: MD State of Maryland 001B5600284 (PG YL CG 22)				
Price Effective Date: July 30, 2025				
Equipment Total				\$ 222,868.50

Trade In Total

\$ 0.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 222,868.50
Trade In	
SubTotal	\$ 222,868.50
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 222,868.50
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 222,868.50

Selling Equipment

Quote Id: 33255178

Customer Name: WORCESTER COUNTY ROADS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Atlantic Tractor LLC
 31415 John Deere Drive
 Salisbury, MD 21804
 410-860-0676
 admin.cly@atjd.net

JOHN DEERE 6M 125 Cab Tractor

Contract: MD State of Maryland
 001B5600284 (PG YL CG
 22)
Price Effective Date: July 30, 2025

Suggested List *
 \$ 148,579.00
Selling Price *
 \$ 222,868.50

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
6041L	6M 125 Cab Tractor	2	\$ 166,069.00	25.00	\$ 41,517.25	\$ 124,551.75	\$ 249,103.50
Standard Options - Per Unit							
183N	JDLINK™ Modem – not MachineSync capable	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0606	Less Loader Boom	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0660	Less Loader Package	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0700	Less Loader Equipment	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
874C	Alternator 14 V/250 A	2	\$ 507.00	25.00	\$ 126.75	\$ 380.25	\$ 760.50
1437	16F/16R PowrQuad™ Plus Transmission - 30 km/h (19 mph)	2	\$ -2,901.00	25.00	\$ -725.25	\$ -2,175.75	\$ -4,351.50
1757	ISOBUS Ready / GreenStar™ Ready	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2031	Standard Cab Package	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2142	Standard Seat	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2203	Less Cab Suspension	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2513	Mirrors - Manual Telescopic with Wide Angle	2	\$ 302.00	25.00	\$ 75.50	\$ 226.50	\$ 453.00
2665	Standard Radio	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2710	Right Hand Console	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3232	Hydraulic Pump - 80 l/min	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3319	2 Mechanical SCVs (2 SCVs 200 Series)	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	No Midstack SCV	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Rear PTO - 540/1000 rpm	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 33255178

Customer Name: WORCESTER COUNTY ROADS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 Atlantic Tractor LLC
 31415 John Deere Drive
 Salisbury, MD 21804
 410-860-0676
 admin.cly@atjd.net

4120	Draft Links with Telescopic Ball End - Category 2	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Center Link with Ball End-Category 2	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5093	2-Position Steel Wheels	2	\$ -799.00	25.00	\$ -199.75	\$ -599.25	\$ -1,198.50
5212	Rear Wheel Size 460/85R34 (18.4R - 34)	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5901	Rear and Front Tire Brand - Firestone	2	\$ 501.00	25.00	\$ 125.25	\$ 375.75	\$ 751.50
6022	2WD front axle	2	\$ -11,731.00	25.00	\$ -2,932.75	\$ -8,798.25	\$ -17,596.50
6091	2-Position Steel Wheels	2	\$ -799.00	25.00	\$ -199.75	\$ -599.25	\$ -1,198.50
6123	Front Wheels Size 11.00-16	2	\$ -3,492.00	25.00	\$ -873.00	\$ -2,619.00	\$ -5,238.00
7717	Shipping Preparation with conservation	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
8725	Beacon Light	2	\$ 324.00	25.00	\$ 81.00	\$ 243.00	\$ 486.00
8951	Front Base Weight - 110 kg (243 lbs.)	2	\$ 598.00	25.00	\$ 149.50	\$ 448.50	\$ 897.00
Standard Options Total			\$ -17,490.00		\$ -4,372.50	\$ -13,117.50	\$ -26,235.00
Technology Options/Non-Contract/Open Market							
1900	Less Display	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	2	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 148,579.00		\$ 37,144.75	\$ 111,434.25	\$ 222,868.50



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: August 19, 2025
RE: Request to Purchase – Side Mounted Mowers

Public Works is seeking the Commissioner's approval to purchase four side-mounted mowers for their tractors from Agriteer at a total cost of \$76,600. While Agriteer offers a cooperative contract through Sourcewell, we negotiated a direct purchase quote that is lower in price while maintaining the same equipment specifications, warranty, and delivery terms. We also received another quote from Selbyville Tractor in the amount \$76,960.

Funding has been approved in the FY26 Roads Division budget under account 100.1202.9010.070 Capital Equipment Heavy Equipment in the amount of \$96,496.

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



Lititz,
Pennsylvania
800.414.4705

Leola,
Pennsylvania
717.656.2321

Richland,
Pennsylvania
888.414.7518

Waynesboro,
Pennsylvania
717.762.3193

Cecilton,
Maryland
888.269.0372

Seaford,
Delaware
866.670.4705

Harrisonburg,
Virginia
800.735.3584

☐
☐
☐
☐
☒
☐
☐

PROPOSAL

PROPOSAL SUBMITTED TO: **Worcester County / Kevin Lynch**

STREET: **5764 Worcester Hwy.**

CITY, STATE, ZIP: **Snow Hill, Md. 21863**

DATE: **7/21/2025**

PHONE: **410-632-2244**

EMAIL: **klynch@co.worcester.md.us**

MAKE | MODEL | SERIAL NUMBER SPECIFICATIONS:

Rhino DB150

We hereby submit specifications and estimates for:

2025- Rhino DB 150 ditch bank mower, double chain guards.

Price includes delivery. (Price per unit) ----- **19,150.00**

8-10 week lead time.

WE PROPOSE HEREBY TO PROVIDE MERCHANDISE - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF: DOLLARS \$ **19,150.00**

PAYMENT TO BE MADE AS FOLLOWS: **Check or Finance**

AUTHORIZED SIGNATURE: **Troy Stauffer**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY AGRITEER IF NOT ACCEPTED WITHIN **30** DAYS.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to provide merchandise as specified. Payment will be made as outlined above.

SIGNATURE: _____

DATE OF ACCEPTANCE: _____

SIGNATURE: _____



DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863
TEL: 410.632.5610
www.co.worcester.md.us/departments/it

To: Weston Young, Chief Administrative Officer

From: Brian Jones, Director of IT

Re: Choptank/Worcester County MOU

Date: August 6, 2025

I am requesting approval and a signature for the attached Memorandum of Understanding (MOU) for continued collaboration between Choptank Fiber and Worcester County.

AGREEMENT BETWEEN WORCESTER COUNTY GOVERNMENT

AND

CHOPTANK

FOR BROADBAND EXPANSION PROJECT

This Agreement is dated August 1, 2025 (the “Effective Date”) between Worcester County, Maryland (“Grantor”) and Choptank Electric Cooperative and Choptank Fiber, LLC (together, “Grantee” or “Choptank”), each a “Party” and, together, the “Parties.”

WHEREAS, the State of Maryland (“Maryland”) received funding from the American Rescue Plan Act (“ARPA”) Capital Projects Fund (“CPF”);

WHEREAS, Maryland utilized funding from CPF to create the Connect Maryland: FY24 Home Stretch – Difficult to Serve Properties Program (“Program”) to provide financial assistance to local jurisdictions to bring broadband to unserved locations;

WHEREAS, the County applied for, and was awarded a grant of one million, one hundred thousand dollars (\$1,100,000) through the Program and has entered into a grant agreement with the Maryland Department of Housing and Community Development (“DHCD”);

WHEREAS, the County is working with existing Internet Service Providers to extend service to unserved locations in the County and Choptank submitted a letter of interest to the County indicating its qualifications and interest in participating in the Program;

WHEREAS, Choptank is not a party to the County’s agreement with DHCD;

WHEREAS, the County determined that the public interest is served by contracting with Choptank to bring broadband to certain residents in the County;

WHEREAS, Choptank will construct Drops for Eligible Locations as well as design, build, own, operate, manage and maintain its network to the extent needed to reach an Eligible Location, that will provide access to broadband internet service to certain unserved residents in the County; and

WHEREAS, the Parties intend to fund the Project as set forth in this Agreement.

Now THEREFORE, the Parties hereto do mutually agree as follows:

1. Definitions

- a) “Applicant” means an owner of a service address that requires a non-standard installation service drop to obtain broadband service (the “Drop”) and who chooses to participate in the Program to subsidize the cost of the Drop to the Service Address.
- b) “Applicant Agreement” means the document Choptank executes, certifying whether Applicant agrees to have Choptank, as its contractor, install the Drop and will, if necessary, grant Choptank an easement at the Service Address for the Drop and secure any necessary agreements permitting Choptank to install the Drop. The Applicant Agreement Affidavit is attached as Exhibit A.

- c) “Broadband Service” means high speed internet service capable of 100 Mbps download and 20 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds based on future technology advances.
- d) “Confidential Information” means, but is not limited to, information, drawings, data, specifications, technical information, and other information or materials furnished or made available by the disclosing Party to the receiving Party that reasonably should be considered proprietary and/or confidential and/or that the disclosing Party has indicated is proprietary and/or confidential, subject to the Maryland Public Information Act.
- e) “Drop” means a service drop to receive broadband service.
- f) “Eligible Location” means unserved eligible residential properties in the County that meet the Program guidelines – “premises that have difficulty obtaining service due to their remoteness, distance from broadband infrastructure or other geographic issues that may discourage an ISP from delivering broadband service.”
- g) “Excusable Delay Event” means a delay that results from: (1) an event described in Section 18 of this Agreement that impacts Grantee’s ability to achieve Final Completion of the Project- including, but not limited to, make-ready work that is not completed within six (6) months of Grantee’s submission of a proper application for utility pole attachments.
- h) “Final Completion” means the date certified in writing by Grantee that all locations included in the grant award are Serviceable.
- i) “Network” means the hybrid fiber coaxial and fiber communications network extension that Grantee builds in the Project Area.
- j) “Project Area” means the work funded by the County under this Agreement to construct the Network.
- k) “Revised CPF State Guidance” means Treasury’s revised CPF State Guidance issued March 2024 and available at <https://home.treasury.gov/system/files/136/Revised-CPF-State-Guidance.pdf>.
- l) “Serviceable” means a location that can be installed with broadband service within 10 days under normal business conditions without additional cost to the consumer.
- m) “Treasury” means the U.S. Department of the Treasury.

2. Notice of Federal Subaward

The State of Maryland was awarded the funds under ARPA CPF and has elected to use a portion of such allocation to fund subawards to Counties under the Connect Maryland: FY24 Home Stretch – Difficult to Serve Properties Program (“Program”). This Agreement is considered a contract as defined in 2 CFR §200.1. As defined by 2 CFR §200.1, “contract” means “a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award.”

3. Term and Termination.

- a) This Agreement shall commence on the Effective Date and shall expire upon the date of Final Completion, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the forgoing, either Party may terminate this Agreement at any time, with or without reason, at its convenience by giving the other Party thirty (30) days prior written notice of such termination.
- b) This Agreement may be terminated for default for a breach of any one or more material terms of this Agreement that the breaching Party fails to remedy in accordance with this section. In the event of a breach of one or more material terms of this Agreement, the non-breaching Party must provide written notice of the breach(es) to the breaching party. In the event that the breaching Party does not cure the breach(es) within thirty (30) calendar days from receipt of the non-breaching Party's written notice (or such longer time to which the Parties may agree), the non-breaching Party may terminate this Agreement, in whole or in part.
- c) Termination of this Agreement by either Party as permitted herein shall not limit the legal rights and remedies otherwise available to either Party.

4. Project Description.

Choptank shall construct broadband service to each eligible location and install Drops at locations that subscribe for service under the Program, and a Network—to the extent needed to reach an Eligible Location that participates in the Program—capable of delivering Broadband Service to certain unserved premises in the Project Area. The Project Area includes residential or business premises that currently lack access to a reliable wireline connection that delivers broadband internet speeds, making said premises unserved according to the criteria established by the U.S. Department of the Treasury (“Treasury”) pursuant to ARPA. The exact number of Eligible Locations in the Project Area that will participate in the Program is unknown to the Parties as of the Effective Date.

Choptank shall compile a list of residents in its intended service area, confirm they are eligible to participate in the Program, and advertise to those locations.

The Parties shall review each Eligible Location and the Contract Amount and approve their inclusion in the program in writing.

5. Match Requirement and Applicant Contribution.

- a) Choptank agrees to contribute match funds of fifty percent (50%) of the total eligible capital construction costs for each Eligible Location it agrees to serve under the grant.. The match must be available cash; in-kind contributions are not permitted to be used towards the match.
- b) Choptank understands and agrees that other than Choptank's standard installation, set-up, and processing fees, if applicable, Choptank will not request or receive a contribution for payment of Project costs from an Applicant.

6. Performance of the Work.

- a) Choptank, a contractor defined under 2 CFR 200.331(b), will design, build, own, operate, manage and maintain the Network that will provide access to Broadband Service in the Project Area.
- b) Final Completion of the Project shall be on or before December 31, 2025, unless an extension is agreed to by the county, OSB and Choptank shall provide the County with all Eligible Locations by June 30, 2025, in order to ensure Project completion prior to the Final Completion date. Each Drop for an Eligible Location shall be completed within ninety (90) days of a fully executed Applicant Agreement after Choptank receives all required payments, permits, other permissions or consent necessary for the Project; provided, however, that the date for each Drop's completion will be extended for each day of delay caused by the occurrence of an Excusable Delay Event.
- c) Choptank acknowledges that it is solely responsible for all Project Area decisions, the preparation of all plans and specifications, and for developing, performing, and completing the Project Area. As a contractor under this Agreement, the Parties agree that Choptank shall not be required to comply with the cost principles (2 CFR 200 Subpart E or 48 CFR Part 31) and the procurement practices (2 CFR 200.317-327 and 2 CFR Part 200 Appendix II) in 2 CFR Part 200.

7. Project Personnel.

Each Party identifies the individuals listed below to serve as each Party's point of contact to support effective communication and to report on the Project's progress.

County:

Lynn Wright
1 W. Market Street, Room 1103
Snow Hill, MD 21863
EMAIL

Choptank:

Valerie T. Connelly
P.O. Box 430
Denton, MD 21629
valeriec@choptankelectric.coop

8. Ownership of Project and Service Requirements.

- a) Choptank shall retain ownership in and have exclusive use of the Network and all equipment used or deployed in connection with the Project. All right, title, and interest in the Network, including all equipment, supplies, or intangibles acquired or improved in connection with the Network shall vest in Choptank and such ownership is not conditional.

- b) Choptank shall operate and maintain the Network consistent with applicable industry standards and offer the Broadband Service Serviceable location in the Project Area under terms, conditions and prices reasonably consistent with what Choptank offers to its customers in the Project Area.

9. Progress Reports.

Choptank will provide the Office with interim progress reports in a manner and form to be determined by the County. The interim progress reports must contain such information as the County reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Interim Reports must be substantially in the form provided by the County, as may be amended from time to time, and provided quarterly (January 11, April 1, July 1, October 1) within the Project timelines

10. Payment.

- a) In consideration of Choptank's agreement to complete the Project, the County shall pay to Choptank the Project Funds as set forth in Section 11. The County represents and warrants that it is authorized to expend such funds and that it shall comply with any and all applicable laws related to the expenditure of such funds. Choptank shall not be required to offset any income received from the services it provides in the Project Area against any payment made by the County to Choptank under this Agreement.

b)

11. Payment Schedule/Reporting.

- a) Choptank shall submit invoices, accompanied by a Project Area status report, with appropriate supporting documentation, to the County, no more frequently than quarterly and within 30 days of the end of each quarter. Choptank shall be permitted to account for all cost expenditures submitted to the County using its existing GAAP accounting standards.
- b) The County shall submit the invoices submitted by Choptank to DHCD. The County shall pay Choptank within thirty (30) days of the County's receipt of Project funds from DHCD.
- c) The County shall only be responsible for payment of any cost expenditures incurred by Choptank that are approved and reimbursed by the ARPA CPF or the DHCD.
- c) For each Eligible Location, Choptank shall complete the Applicant Application form attached to this Agreement as Exhibit A.
- d) Choptank must share the following information with the County to assist with the County's required reporting obligations under ARPA:
 - Application ID Number;
 - Eligible Location service address;
 - Total County Drop cost;
 - Date Drop construction began;

- Date Applicant received service at the Eligible Location;
- Total feet of material deployed for the Drop;
- Whether the Drop reliably meets or exceeds symmetrical (i) 100 Mbps download and upload speeds or (ii) 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed;
- Whether Choptank participates in the Federal Communications Commission's Affordable Connectivity Program or a comparable program; and
- Drop technology type (i.e., fiber or coaxial cable).

12. Audit and Monitoring.

N/A.

13. System for Award Management.

Choptank shall maintain an active System for Award Management (SAM) registration at all times while this Agreement is in effect.

14. Retention of Records

Records and accounts which support this Agreement shall be maintained for a period of three years pursuant to 2 CFR 200.334.

15. Confidentiality.

- a) The Parties agree that during and after the expiration or termination of this Agreement, neither Party, nor any person, firm, corporation or other entity affiliated with, owned in whole or in part by, employed by or otherwise connected with the receiving Party, shall directly or indirectly, without the express written consent of the disclosing Party, divulge, use, sell, exchange, furnish, give away, or transfer in any way the Confidential Information of the disclosing Party.
- b) The Parties agree that, during the term of this Agreement and for a period of three (3) years from the expiration or termination thereof, any Confidential Information received from the other Party:
 - i. Will only be used for the purpose of performing obligations and exercising rights under the Agreement;
 - ii. Will not be disclosed to any third party without prior written approval of the disclosing Party, except for disclosures to third parties that are expressly contemplated hereunder;
 - iii. May only be disclosed within the receiving Party's organization to employees that have a "need-to-know" such information in connection with the performance of the receiving Party's obligations under the Agreement and who have been advised of the obligations regarding Confidential Information under the Agreement;

- iv. Will be treated with at least the same degree of care as the receiving Party treats its own Confidential Information, but in no event less than a reasonable degree of care;
 - v. Will be copied only to the extent necessary for the purposes of this Agreement; and
 - vi. Will remain the property of the disclosing Party.
- c) In the event that the receiving Party is served with a subpoena or other validly issued administrative or judicial process demanding the Confidential Information of the disclosing Party, the receiving Party shall promptly notify the disclosing Party so that the disclosing Party may seek a protective order or other remedy. The Parties shall reasonably cooperate with each other to quash such process or otherwise to limit the scope of any required disclosure. Unless the demand shall have been timely limited, quashed, or extended, the receiving Party shall be entitled to comply with such demand to the extent permitted by law. In the event that disclosure of any Confidential Information is compelled, either Party shall seek an appropriate protective order from the court or administrative body to limit access to the Confidential Information.
 - d) Upon the expiration or termination of this Agreement or upon the disclosing Party's request, the Contractor shall return all Confidential Information to the disclosing Party or at the disclosing Party's option, destroy all Confidential Information and provide, within ten (10) days of the disclosing Party's request, a written certification that all Confidential Information in all formats, including without limitation, paper, electronic and disk form, have been returned or destroyed, as the case may be.
 - e) Each Party acknowledges that unauthorized disclosure or use of the other Party's Confidential Information could cause irreparable harm and significant injury to the disclosing Party that may be difficult to ascertain. Accordingly, each Party agrees that the disclosing party shall have the right to seek immediate injunctive relief from breach or threatened breach of this Agreement prohibiting any unauthorized disclosure or use of the Confidential Information, in addition to any other rights and remedies the disclosing Party may have.
 - f) The confidentiality provisions of this section shall survive the termination or expiration of this Agreement.

15. Limitation of Liability.

- a) Notwithstanding any provision in this agreement to the contrary, under no circumstance or legal theory (tort, contract or otherwise), shall Choptank be liable to the County for indirect, exemplary, special, or consequential damages including, but not limited to, loss of revenue, profit or use or cost of capital or of substitute use or performance (collectively "consequential damages"), arising under this agreement, irrespective of whether or not the County has been advised of the possibility of such damages.

- b) The maximum liability of Choptank under this agreement shall not exceed the amount the County will pay to Choptank.

16. Changes.

In the event the County requests any change to the Project that causes an increase in the cost or time required for performance of the Project, Choptank shall notify the County of such within thirty (30) calendar days from the date of receipt of the County's written request. If the Parties agree to such changes in writing, the funding for the Project and the Final Completion date shall be equitably adjusted to incorporate such changes. Any request for work to be performed by Choptank outside the scope of this Agreement must be addressed under a separate agreement and be executed by the Parties prior to performance.

17. Assignment; Transfer.

Neither Party may assign this Agreement in whole or in part, or delegate any of its duties or obligations thereunder, without the prior written consent of the other Party, except that without such consent Choptank (i) may assign this Agreement to a successor (by purchase, merger, operation of law, or otherwise) to all or substantially all of its business; and (ii) may assign this Agreement to an affiliate or subsidiary, provided such entity agrees in writing to be bound by the terms hereof. Any purported assignment in contravention of this section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of any permitted successors or assigns. Nothing herein is intended to limit Choptank's use of third-party consultants and contractors to perform the Project.

18. Nondiscrimination.

Choptank agrees to comply with all applicable federal, state, and local statutes, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. Choptank shall not discriminate in the hiring of any applicant for employment nor shall any qualified Choptank employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identification, or for exercising any rights afforded by law.

19. Excusable Delay Event.

Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, delays in obtaining permits, permissions, or consents required for or associated with the Project, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

20. Governing Law and Venue.

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Maryland (the "State") without regard to its conflict of laws principles. Any dispute arising under this Agreement that is not settled between the Parties shall take place in any court of competent jurisdiction in the State. Each Party shall bear its respective legal costs. To the fullest extent permitted by applicable law, each party irrevocably waives any right it may have to a trial by jury in connection with any litigation arising out of this agreement.

21. Compliance With Laws.

- a) In general. The Parties agree to comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of this Agreement.
- b) Other than those sections of 2 CFR 200 specifically cited in this Agreement, Choptank shall only be required to comply with those sections of 2 CFR 200 Appendix II applicable to a for-profit contractor.
- c) Prevailing wage laws. In the event Choptank is required to comply with a prevailing wage labor requirement, the County acknowledges that it shall be the County's responsibility to provide Choptank with the specific wage determinations applicable to the work to be performed by Choptank under this Agreement that will be subject to such requirement. Any failure of the County to do so that delays Choptank's performance under this Agreement shall be deemed an Excusable Delay Event.

22. Modification; Amendment.

This Agreement shall not be modified or amended, in whole or in part, except by written agreement signed by the Parties.

23. Survival.

The provisions of this Agreement that, by their sense and context, are intended to survive performance by either Party or the Parties shall also survive the completion, expiration, termination, or cancellation of this Agreement.

24. Headings; Exhibits.

The headings of paragraphs in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All schedules, exhibits or attachments referred to in this Agreement shall be incorporated in and constitute a part of this Agreement.

25. Construction.

In the event that any portion of this Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of this Agreement shall remain in full force and effect.

26. Counterparts.

This Agreement may be executed and delivered in counterparts, all of which taken together shall constitute a single instrument.

27. Entire Understanding.

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof, and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Project or the Parties' rights or obligations relating to the Project.

28. Waivers.

Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement executed by the Parties. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, nor in any way limit the remedies available to that Party.

29. Notice.

Any notice provided in accordance with this Agreement shall be in writing and shall be sent by electronic mail to the Project Manager with a copy to the individuals listed below.

County: County Commissioners of Worcester County, Maryland

Attn: Senior Budget Accountant

1 W. Market Street, Room 1103

Snow Hill, MD 21863

Choptank: Choptank Electric Cooperative

P.O. Box 430, Denton, MD 21629

Attn: Tim McGaha, Vice President Technical Services

Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the receiving party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year first above written.

ATTEST:  _____

Choptank

By:  _____

Name Tim McGaha

Title: Vice President Technical Services

ATTEST: _____

WORCESTER COUNTY, MARYLAND

By: _____

Name:

Title:

EXHIBIT A
APPLICANT AGREEMENT AFFIDAVIT

State of Maryland
 County of _____

I, _____, hereby certify the following under penalty of perjury:

1. I am the _____ of Choptank Electric Cooperative and Choptank Fiber, LLC, companies authorized to operate in the State of Maryland. I am submitting this certification in support of the Difficult to Serve Program (DSP) through the Office of Statewide Broadband.
2. This certification pertains to the property located at:

Address: _____

GPS Coordinates: _____

Fabric ID: _____

3. I certify that the above-referenced property was pre-approved by the Office of Statewide Broadband as part of a “bundle” of unserved locations considered difficult to serve and eligible to be included in this DSP grant allocation to Choptank. This location satisfies all of the following criteria:
 - a. **Driveway Length.** The driveway to the primary structure on the property is considered “difficult to serve” due to its distance from existing fiber infrastructure or due to the length of driveway from the public or private roadway. _____ [Insert Driveway length]
 - b. **Funding History.** Pursuant to Page 6 “Ineligible Grant Purposes” of the Office of Statewide Broadband’s Request for Applications, the above-referenced property has not received any other state, local, or federal funding.
 - c. **Structure Type.** The structure to be served is a permanent, primary residential or commercial building. It is not a barn, shed, trailer, or any non-permanent accessory structure.
 - d. **Construction Date.** The property was not connected to broadband service of at least 100Mbps download / 20Mbps upload prior to May 29, 2025, according to all publicly available data.
4. Select A or B:
 - A. ☐ A fiber service drop was installed at this location. A drawing or diagram that clearly depicts the service path including the length of the route is included in the Work Order associated with this project and submitted with the invoice.
 - B. ☐ I certify that Choptank sought a right-of-way easement to install a fiber drop from the roadway to the residential or commercial location by seeking permission of the property owner. Choptank did not require the property owner to subscribe to broadband service through Choptank Fiber. The property owner refused to grant a right-of-way. A fiber service box was installed at the roadway and service is available to this location whenever the current or future resident seeks service and grants a right-of-way easement to install the drop.
5. **Acknowledgement.** I affirm that the information provided in this certification is true and correct to the best of my knowledge. I understand that providing false, misleading, or incomplete

information in connection with this grant may result in penalties, including repayment of funds, disqualification from funding programs, or legal action.

Executed on this _____ day of _____, 202_

NAME

TITLE

CHOPTANK ELECTRIC COOPERATIVE

MEMORANDUM

TO: Worcester County Commissioners
CC: Weston Young CAO; Candace Savage, Deputy CAO
FROM: Melanie Pursel, Director, Office of Tourism and Economic Development
DATE: August 1, 2025
RE: Purchase of Placer.ai Software

Please see the attached contract/proposal for the Placer.ai analytics platform. This software would provide various departments with powerful tools to analyze foot traffic trends, demographic insights, and behavioral data relevant to our work in Parks, Tourism, Economic Development, and Environmental Programs with additional applications for DRP and Public Works. The ability to access and interpret this type of location-based data will allow us to make better-informed decisions, improve stakeholder engagement, and support business recruitment and development efforts throughout our region.

The platform includes access to Placer's core Venue Analytics system, AGS Behavior & Attitudes datasets, and the Chains Report Expanded, which provides chain-level demographic and psychographic insights. These tools will be instrumental in understanding who is visiting our communities, where they are coming from, and how behaviors shift over time. With up to 20 authorized users included in the license, multiple staff members across our departments will be able to access and utilize the platform.

The proposed contract is for a 24-month term, with a total cost of \$33,000 for the first year and \$36,000 for the second year. Invoices are issued annually, with payments due within 30 days. This platform was budgeted in the FY26 Administration budget.

This platform would significantly enhance our ability to understand visitation patterns, support local businesses, inform strategic planning, and strengthen grant and marketing efforts. I believe this investment aligns well with our goals for data-driven decision-making and long-term economic growth. I welcome the opportunity to discuss this further and appreciate your consideration of this request.



Attachments



**PLACER LABS INC.
ORDER FORM**

Worcester County, Maryland	("Customer")	Placer Labs Inc.	("Placer")
Address:	107 West Green Street Snow Hill, Maryland 21863	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Haylee Taylor
Contact Person:	Melanie Pursel	Billing Contact Person:	Jason Tsui
Email:	mpursel@co.worcester.md.us	Billing Email*:	billing@placer.ai
Phone:	410-632-3110	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	mpursel@co.worcester.md.us	*Not for use for official notices.	

1. Services and Fees.

The services provided under this Order Form (the "Services") include:

Services Description	Services Description Detail
Platform Access	Section 2
Chains Report Expanded	Section 2
AGS Behavior & Attitudes	Section 2

Total Annual Fee – Year 1	\$33,000.00
Total Annual Fee – Year 2	\$36,000.00

All Fees in this Order Form are shown in US Dollar (USD)

2. Services Description.

AGS Behavior & Attitudes

This data set is generated using the input datasets from the data vendor.

Chains Report Expanded

Chains Report Expanded which displays chain-level demographic and psychographic data.

Placer Venue Analytics Platform

Access to Placer's location analytics platform (the "Placer Platform"). Access to Placer XTRA reports, subject to Scoping and Additional Usage Limitations in Section 3.

3. Permitted Uses and Limitations.

Permitted Uses:

CON-034807

Placer Confidential Information

All rights reserved. This document contains confidential and/or proprietary information belonging to Placer Labs Inc. which may not be reproduced or transmitted in any form or by any means without the express written consent of Placer.

Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Placer Data**” means the data, information and materials accessible via the Services.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data:

- Research Data may contain limited excerpts and discrete portions of Placer Data (“Excerpts”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed;
- The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and
- Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (“AI”) technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

Scoping and Additional Usage Limitations: In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer’s access to and usage of the Services and Placer Data is further limited as follows:

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.
- Customer and its authorized users may not provide access to any third party agents acting on Customer’s behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- Xtra Reports: Quarterly Maximum of 130 credits; Annual Maximum of 520.
- Maximum number of authorized user(s) available to Customer: 20
- Customer’s authorized users may only be members of the following Customer Department: Parks, Tourism & Economic Development, and Environmental Programs

4. Term and Termination.

Term:

The Initial Term and any Additional Terms are referred to collectively as the “Term.”

- **Initial Term:** The initial term of this Order Form will begin as of the last signature date set forth below (the “**Effective Date**”), and will continue for 24 consecutive months thereafter (the “**Initial Term**”). Each

renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**”.

- **Additional Term:** This Order Form shall continue on the same terms and conditions set forth herein for additional periods of the same duration as the Initial Term, if mutually agreed in writing by both parties (email would be sufficient).

Termination:

- **Material Breach:** Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days.
- **Suspension:** In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.
- **Fees:** All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services.

Post -Termination:

- **Rights and Licenses:** Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease.
- **Placer Data:** Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the “**Post-Termination Information**”), so long as any Post-Termination Information is (x) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (y) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (z) ultimately deleted in accordance with Customer’s data retention policy.
- **Research Data:** Customer may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for Customer’s internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with Customer’s data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement.
- **Certification:** Upon request from Placer, Customer shall certify in writing its compliance with this provision.

5. Invoicing, Payment Terms, and Fee Increases.

Invoicing and Payment Terms:

Placer will invoice Customer as follows for the Initial Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.

- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.
- Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

Fee Increases:

- The Annual Fee for the Initial Term has been based on the metric(s) and scoping in this Order Form, Placer reserves the right to increase the Customer's Annual Fee for any Additional Term if the metric or scope of use has increased.
- Except as specifically provided otherwise in this Order Form, renewal of promotional or one-time priced Fees will be at Placer's applicable subscription pricing in effect at the time of the applicable Additional Term.
- Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee mid-Term accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.
- Except as specifically provided otherwise in this Order Form, Annual Fees for any Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, Customer shall contact support@placer.ai.

Premier Customer Support

- Regular Meetings with Placer's Customer Success Team
- Live, Virtual Training support

7. Confidentiality.

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or

challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

8. Miscellaneous.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Maryland state ("**Public Records Laws**"), that all obligations imposed by this Agreement are subordinate to Customer's obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning "Customer shall defend, indemnify and hold Placer harmless...", is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: "This Agreement shall be governed by the laws of the State of Maryland without regard to its conflict of laws provisions."

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a "**Trial Offering**"), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) ("**Trial Subscription Term**"), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided "as is"; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Promotional Use. Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

9. Authorization.

This Order Form is entered into by and between Customer and Placer effective as of the Effective Date. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the "**Agreement**"); provided, however, that in the event of any conflict

between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

By: _____

Name: _____

Title: _____

Date: _____

“Placer”

By: _____

Name: _____

Title: _____

Date: _____



To: Local Management Board Chair and Point(s) of Contact
 From: Tracey Webb, Grants and Data Manager
 Re: FY 2026 Community Partnership Agreement Contract

The FY 2026 Community Partnership Agreement, approved by the Governor's Office for Children, is ready for execution.

There are three (3) additional documents attached to the email that included this memo, as follows:

1. **The Grant Commencement Packet – this is main part of the Agreement and was prepared using the ENOUGH Grant Commencement Packet and FY25 version of the boilerplate document and is individualized to the Local Management Board;**
2. **The Programs and Strategies Template (Program Description Chart);**
3. **Budget**

The approved performance measures for each program/strategy have been incorporated in the Programs and Strategies Template.

Please closely follow the instructions below to execute the contract to prevent delays. DO NOT use a document version that is different from what was sent to you in this email.

1. **Authorized Local Management Board officials should sign the Grant Commencement Packet where indicated by yellow shading** and provide the date of the signature. Electronic signatures will be accepted. If more space is needed for additional local signatures, please add a space for the signatures on the last page or add a new page.
2. If local sign-off for legal sufficiency is *not required*, please forward with the signed Commencement Packet a brief memo or email that confirms this decision.
3. **Once all local signatures have been obtained, send the signed Grant Commencement Packet only to Tracey Webb via email (tracey.webb@maryland.gov).** The Programs and Strategies Template and Budget do not need to be submitted with it.
 - a. A cover letter is not necessary nor should additional materials be attached.
 - b. GOC will ensure that the necessary State signature is obtained and will then forward the complete and fully-executed **Agreement** along with the attachments to the Local Management Board for its records.
4. Please DO NOT mail anything to the Office as this will cause a delay in executing the contract.

If the Board is unable to execute the **Agreement** as described above, please contact Tracey Webb to

discuss alternate methods.

Please note that deviation from the above instructions will cause a delay in execution of the contract, which will cause a delay in the release of the first payment to the Local Management Board.

Please do not hesitate to contact Tracey Webb at tracey.webb@maryland.gov if you have questions.



August 12, 2025

Worcester County Initiative to Preserve Families
Christen Barbierri
Dr. Mark Bowen
6040 Public Landing Road
Snow Hill, MD 21863

RE: FY26 Children's Cabinet Interagency Fund (CCIF) - Community Partnership Agreement

Dear Christen Barbierri and Dr. Mark Bowen:

I am pleased to inform you that your grant application submitted by Worcester County Initiative to Preserve Families in the amount of \$934,085 has received approval under the Children's Cabinet Interagency Fund (CCIF) grant program. Enclosed is the Community Partnership Agreement containing information and forms necessary to initiate the grant award.

Please pay particular attention to the instructions included, as it is important that you carefully review all General Conditions attached to this award. The Authorized Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the Community Partnership Agreement. The form must be submitted to Tracey Webb via email at tracey.webb@maryland.gov, within fourteen (14) CALENDAR DAYS.

If you have any questions or need any clarification regarding this grant award, please contact Tracey Webb, by email at tracey.webb@maryland.gov. Together we are impacting lives and changing Maryland for the better!

Thank you.

cc: Christina Drushel Williams, Director of Community Initiatives

Grant Award & Acceptance Form

Grant Award Number:	0016-26CCIF	
Recipient:	Worcester County Initiative to Preserve Families	
Award Period:	07/01/2025 - 06/30/2026	CFDA: State

Funding Summary	Grant Funds	\$934,085
	Cash Match	\$0.00
	In-Kind Match	\$26,638
	Total Project Funds	\$960,723

This Grant Award is hereby made for financial assistance by the Governor's Office for Children in accordance with the Maryland Code, Human Services Article § 8-501. The grant supports child and family programs that reflect the values and priorities of the Governor and Children's Cabinet.

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission, within fourteen (14) calendar days of a fully executed original of this document signed by the duly authorized official of the recipient unit of government or recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

COMMUNITY PARTNERSHIP AGREEMENT
BETWEEN
STATE OF MARYLAND
AND
Worcester County Initiative to Preserve Families

This Community Partnership Agreement (“**Agreement**”) effective, as of July 1, 2025, between the State of Maryland (“**State**”), acting by and through the Children’s Cabinet (“**Cabinet**”); and Worcester County (“**Subdivision**”), acting by and through the Worcester County Initiative to Preserve Families (“**Board**”), designated as the Local Management Board by the Subdivision pursuant to Section 8-301 of the Human Services Article of the Annotated Code of Maryland.

WHEREAS, the **Cabinet** and the **Board** intend to enter into a partnership to develop a more comprehensive integration of children and family services and the funding for these services; and

WHEREAS, pursuant to Title 8, Subtitle 5 of the Human Services Article of the Annotated Code of Maryland, the **Board** has made an application for funding from the **Cabinet** Fund, and desires to enter into a Community Partnership Agreement that: (1) reflects coordination with the State’s three-year plan for children, youth, and families and any local government plan for services for children, youth, and families; and (2) addresses the priorities and strategies of the Subdivision for meeting the identified needs of children, youth and families as articulated in the **Board’s** community plan; and,

WHEREAS, the **Cabinet** intends to disburse **Cabinet** funds to the **Board** subject to certain terms, conditions, performance measures, or outcome evaluations that the **Cabinet** considers necessary,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by both parties, the parties hereto agree as follows.

SCOPE

The purpose of this **Agreement** is to establish a Community Partnership Agreement in said jurisdiction to establish a comprehensive, integrated children and family interagency service delivery system that is community-based, family-focused and culturally competent. This **Agreement** is based on a shared vision and a joint commitment by the **Cabinet** and the **Board** to advance a results-based accountability and management system that enhances child and family well-being.

This **Agreement** includes the FY26 CCIF-Funded **Programs and Strategies** template and **Budget**, which are attached hereto and incorporated herein:

The **Programs and Strategies** template includes details of the programs/strategies to be funded in whole or in part by the **Cabinet** and managed by the **Board** under this **Agreement**, and their corresponding performance measures.

The **Budget**, which includes budget narrative for **Cabinet-funded** programs/strategies, Board Administration, Local Care Team, and Community Support.

PROGRAMS AND SERVICES TO BE PROVIDED

The programs, services, requirements, conditions, and other activities of the **Board** as to its operations that will be funded by the **Cabinet** are set forth in the Programs and Strategies Template and Budget. By accepting **Cabinet** funds under this **Agreement**, the **Board** agrees to the terms and conditions set forth herein and appended hereto and those contained in the State of Maryland Policies and Procedures Manual for Local Management Boards (“Manual”), which is incorporated by reference into this **Agreement**. The provisions of the Manual, effective as of July 1, 2025, and amended from time to time, are incorporated herein by reference. The **Board** shall incorporate the Manual by reference into any and all of its subcontracts funded by the **Cabinet** pursuant to this **Agreement**, as appropriate.

The Board shall comply with applicable provisions of Title 8 of the Human Services Article of the Annotated Code of Maryland; the Code of Maryland Regulations (“COMAR”); written guidelines and policies communicated in writing and issued by the **Cabinet** and the Special Secretary for the **Governor’s Office for Children (“Office”)**; and other applicable federal and State laws, regulations, and policies relating to the terms and conditions of this **Agreement**, including the delivery of services to children and families described herein.

The parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this **Agreement** and expressly agree to negotiate associated amendments to the **Agreement** as necessary to comply with such changes; *provided* that any increase in the scope of work or cost of performance associated with such amendments may be compensated by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance, as determined by the **Cabinet** in its sole discretion. Any such modification in the scope of work or budget shall be performed in accordance with the provisions of this **Agreement**. (see Section 14 “Grant or Budget MODIFICATIONS”).

TERM

This Agreement shall be effective and remain in full force and effect for State fiscal year 2026 (July 1, 2025 – June 30, 2026) unless modified or terminated under Sections 14 (“MODIFICATIONS”) and 25 (“TERMINATION”) herein, and unless renewed thereafter upon the mutual written agreement of the parties.

FUNDING

Funding for the programs/strategies to be provided by the **Board** under this **Agreement** will be provided by the **Cabinet**. The total amount will be determined by the **Office** on behalf of the **Cabinet**, based on the proposed budget submitted by the **Board** and approved by the **Office** on

behalf of the **Cabinet**, and which is subject to annual **State** appropriations.

LOCAL MANAGEMENT BOARD CONDITIONS

1. State Laws and Regulations: The terms of this **Agreement** and its execution, interpretation, and enforcement shall be governed by and are subject to all applicable Maryland laws and regulations and approval of other agencies of the **State**, as required under said laws and regulations.
2. Successors and Assigns: This **Agreement** shall bind the respective agents, successors and assigns of the parties.
3. Anti-Bribery: The **Board** certifies that, to the best of its knowledge, neither the **Board** nor any of its officers, directors, partners, nor any of its employees directly involved in obtaining this **Agreement** with the **State** or any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States.
4. It is understood and agreed that the parties to this **Agreement** do not waive any rights they may have to assert governmental or sovereign immunity.
5. The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this **Agreement**.
6. Funding received from the **Cabinet** is conditioned upon the availability of **State** appropriations. The **Board** shall make every effort to maximize revenue from sources other than **State** appropriations. In the event of a funding reduction, the **Subdivision** shall not be required to utilize **Subdivision** funds to meet the objectives of this **Agreement**.
7. Funding received from the **Cabinet** is conditioned upon the **Board** complying with the conditions as set forth in this **Agreement**, including the Programs and Strategies Template and Budget.
8. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of an annual budget that has been approved by the **Cabinet**.
9. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of performance measures for each funded program/strategy noted in the Programs and Strategies Template in accordance with the instructions established by the **Cabinet**.
10. Funding received from the **Cabinet** is conditioned on the utilization by the **Board** of the Clear Impact Scorecard and Compyle web-based applications for each funded

program/strategy noted in Programs and Strategies Template in accordance with the instructions established by the **Office**.

PAYMENTS

Payments from the **Cabinet** Fund pursuant to this **Agreement** shall be made in accordance with the provisions of the Manual.

REVIEW PROCESS

The Board may request a review of any decision made by or on behalf of the **Cabinet** with respect to this **Agreement**. The request must be made in writing to the Director of Community Initiatives of the **Office** within thirty (30) calendar days of the decision. The Director of Community Initiatives for the **Office** will respond, in writing, within sixty (60) calendar days of the date of the **Board** request. A request for review of the Director of Community Initiatives' response may be made, in writing, to the **Cabinet** or its designee within thirty (30) calendar days of the date of the Director of Community Initiatives' response.

1. General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this award packet are the Maryland Governor's Office for Children (Office) Post Award instructions and procedures for managing and monitoring grants, irrelevant of the funding source.

2. Statutes and Requirements of State and Federal Funds

This award is subject to applicable State of Maryland (COMAR) requirements for the relative funding source. The Office retains the right to add Special Conditions, if and when needed, during the award period of performance.

3. Award Period of Performance

Approved by the Office of the submitted application, the award that it has generated is for the time period stated in the award packet and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period.

4. Award Acceptance Document

Acceptance of this award constitutes a commitment.

The award packet must be signed by the Authorized Official (electronic signature is acceptable) noted on the submitted application. This signed document must be received by the Office within 14 (fourteen) CALENDAR DAYS of receipt of the award packet. The Authorized Official on the submitted application is the head of the agency receiving the award.

5. Award Appendices

The approved Programs and Strategies Template and Budget are included in the award packet. These documents may have been modified from the NOFA submission in the original application and represent approved performance measures and the annual budget for the grant award period.

6. Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. COMAR 21.09.01.16 (Compensation - personnel services).

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities within the current financial reporting period. The certification statement must reflect the dates and number of hours charged to the award and the specific

activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

7. Consultant Rates

The requirements related to consultant rates apply to all GOC awards. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval. Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOC written approval will be disallowed.

8. Procurement

If the Board does not have written procurement guidelines, the Board must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-table-of-contents/>.

9. Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, Boards must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office for Children funded this project under award number XXXX."

10. Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this award has been awarded. Any line item paid for with Office grant funds must be used to supplement the Board's existing budget and may not replace any funds that were already included in the Board's existing or projected budget.

11. Budgeted Match Above Standard Requirements

The Boards' acceptance of this award constitutes a commitment that the budgeted match (if applicable), as stated on the Award Packet may be above the standard requirements and will remain so throughout the life of the award. The Board agrees that the required match (if applicable) will be allotted, and relative expenditures reported, for each reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this award. Any requested change to this match (if applicable) must be submitted electronically via email to tracey.webb@maryland.gov and is subject to prior approval by the Office.

12. Expended Grant Funds During Award Period

Grant Award Number: 0016-26CCIF
Award Period: 07/01/2025-06/30/2026

Recipient: Worcester County Initiative to Preserve Families

All grant funds related to the award project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the award period or any pre-authorized extension thereof.

13. Grant (Program) or Budget Modifications

Grant modifications must be completed by one of the following authorized personnel: authorized official, project director, fiscal officer, or pre-approved alternative authorized signatory. Grant modifications submitted by anyone else will be returned to the Board. There are two types of grant modifications:

14. Grant (Program) Modification

A modification for non-budgetary changes to a grant that include, but are not limited to: project scope, changes to the performance measures, addition or removal of a program, etc.

Transfer or addition of professional/consultant services must also be included in the grant modification. Alterations to the goals, activities and/or outcomes as applicable must be outlined in the request. Recipients must also submit an associated budget modification form if significant budget changes are required to accomplish tasks. All documentation submitted to the Office is subject to the Public Information Act (PIA).

15. Budget Modifications

Grantees may request a modification to the approved budget in order to reallocate dollar amounts among budget categories within the existing award amount. The original award amount may not be increased. A budget modification should be submitted if the re-allocation amount is 10% of the grant award or \$30,000 and greater.

Grant Modification Approval Timeline: The grantee may submit a grant (program) or budget modification at any time during the year. The deadline for all Children's Cabinet modification requests is May 15 for the fiscal year. Boards should act as soon as possible to submit a grant modification to minimize after-the-fact requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

Approval will be communicated from the Office. The activity and/or funding reallocation may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office.

16. Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the Board entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the head of the agency receiving the award.

If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to the Office electronically and contain all the following:

- a. Authorized official's contact information: All of the contact information for the new authorized official.
- b. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
- c. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official; Authorized Point of Contact; Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. always sign all award documents, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times, please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Boards may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the Board.

17. Issuance of Statements, Press Releases, or Other Documents

When issuing public statements, press releases, or other documents related to this grant award project or when conferences, seminars, workshops, or forums are held in reference to this grant project, the Board agrees that the source of funding of this grant project and the role of the Office must and will be clearly acknowledged. The Board will ensure that all publications resulting from this grant project will have the following language on the publication: "The Governor's Office for Children funded this project under award number "XXX" (the grant award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

18. Reproduction and Sharing of Award and Project Materials

The Office has the right to reproduce, with attribution, and share all materials and documents generated as a result of this grant award.

19. Privacy and Confidentiality of Client Records

The Board must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes. Additional information is included in the LMB Manual, Section II, Board Requirements, Subsection 50.

20. Submission of Reporting

Grant Award Number: 0016-26CCIF

Recipient: Worcester County Initiative to Preserve Families

Award Period: 07/01/2025-06/30/2026

The Board must implement the grant project in accordance with the approved narrative and budget set-forth in the award. Instructions for the preparation and submission of required reports will be issued by the Office. Reports submitted not in compliance with the issued instructions will be returned to the Board for correction.

Program Reports: Semi-annual performance measure data for all funded activities including but not limited to Board Support, programs/strategies, and the Local Care Team Coordinator will be entered in the Scorecard as directed by the Office.

- Data for the period of July 1 through December 31 will be entered/submitted by **February 15**; and,
- Data for the period of January 1 through June 30 will be entered/submitted by **August 15**.

In addition to the data noted above, required reporting includes completion of Scorecard narratives; including, but not limited to the “Story Behind”, program descriptions, etc., as instructed by the Office.

Expenditure Reports:

- a. A mid-year expenditure report is due on **February 15** following the close of the second quarter of the fiscal year.
- b. A year-end expenditure report is due **August 15** following the close of the fiscal year.
- c. Expenditure reports should be accurate and complete and based on the approved budget, actual revenue received, and expenses paid during the reporting period.

The Office may require additional reports not referenced herein.

The Office may require a Board to amend/correct a report or electronic data submission that is incomplete, incorrect, technically insufficient or includes another error.

A request for modification of the Agreement will not be approved if the Board is not in compliance with required reports.

Failure to submit required reports, including but not limited to, the data for approved performance measures will result in withholding of payment(s), as applicable.

21. Failure to Submit Reports Within Allotted Time Frames

Failure to submit any report within the allotted time frame(s) or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the Board.

22. Holding Funds

In accordance with policy, the Office will hold the release of funds until the Board is in

compliance with the filing of all reports, submission of documentation, and has resolved any remaining issues.

23. Monitoring Expenditures

To verify the appropriateness of all grant fund related expenditures, Office staff will monitor the use of grant funds as reported by Boards. Supporting documentation must be maintained on-site and/or electronically, be available upon request, correlate with the required reporting, and be maintained as necessary to provide that obligations under this award and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, to make audits, examinations, excerpts, and transcripts.

24. Records Retention

Records will be maintained in accordance with the provisions noted herein and in compliance with federal and State law. Refer to the LMB Manual for more information: Section II - Board Requirements, Subsection 50.

25. Termination of Award

The performance of work under this grant award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the Board fails to fulfill obligations under this grant award properly and on time, or otherwise violates any provisions of the grant award, the Office may terminate the grant award by written notice to the Board. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the Board shall become Office property. The Office will pay all reasonable costs associated with this program that the Board has incurred prior to the date of termination, and all reasonable costs associated with the termination of the grant award.

26. Civil Rights Discrimination

The Board affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, gender identity, pregnancy, physical or cognitive disability, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The Board also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The Board must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors to submit formal complaints. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600.

27. Proof of Applicable Audit Regulations - On Site

All Boards must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their award. Non-Profit organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>. Noncompliance with a request for proof can result in forfeiture of grant funds.

28. Reporting Fraud, Waste and Abuse

The Board must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>.

29. Computer Equipment/Program/Network Procurement

No grant award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

30. No Distracted Driving While Performing Program Duties

Boards are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

31. Services to those with Limited English Proficiency

Boards are obligated to provide services to Limited English Proficient (LEP) individuals. State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

32. Drug-Free Workplace Requirements

Boards are subject to the applicable requirements regarding the state drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>).

33. Ownership of Intellectual Property

Grant Award Number: 0016-26CCIF
Award Period: 07/01/2025-06/30/2026

Recipient: Worcester County Initiative to Preserve Families

The Board shall retain copyright and ownership of all deliverables and work products created or authored solely by recipient employees under this Grant Award. The Board and GOC will jointly own all rights, title to and interests in any and all intellectual property that are created, reduced to practice or authored jointly by the Board and GOC employees. GOC will own all rights, title to and interests in any and all intellectual property that are created, conceived of, reduced to practice or authored solely by GOC employees. The Board will jointly own data developed under this grant agreement with GOC and the respective data owner(s). For purposes of this Grant Award, work product (“Work Product”) shall be defined as the writings, notes, memoranda, reports, research, web products, and materials created and generated under this Grant Award distinct from deliverables. The State of Maryland and GOC shall retain a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce, modify, distribute, and disclose any and all Deliverables and other Work Product developed or created by the Board under this Agreement, in whole or in part, for any purpose related to its governmental functions, without limitation, throughout the duration of this Agreement and in perpetuity thereafter.

34. Individual and Community Data Rights

Each party agrees to respect and protect the rights, privacy, and confidentiality of individuals and any community-based organizations (“CBOs”) whose data may be collected, used, or shared in connection with this Agreement.

- A. All data originating from or owned by individuals, Boards, or CBOs shall remain under the control of the originating individual, Board, or CBO, as applicable, unless otherwise explicitly agreed upon in writing. Each Party shall comply with all applicable privacy and data protection laws, regulations, and standards when handling such data.
- B. Where data from individuals, Boards, or CBOs is used in the creation of intellectual property (whether solely or jointly developed), the Parties shall ensure the data is handled, processed, and incorporated in accordance with all relevant privacy and data protection requirements and in a manner consistent with any express data-sharing agreements with those individuals, Boards, or CBOs.
- C. Unless otherwise agreed in writing, no intellectual property developed under this Agreement shall confer ownership or control over the original data of any individual, Board, or CBO. Any use or disclosure of such data within the context of the developed intellectual property shall be strictly limited to the purposes authorized by the relevant individual, Board, or CBO.
- D. Survival: The obligations under this Clause shall survive the termination or expiration of this Agreement, as necessary to give full effect to the rights and obligations of the Parties regarding intellectual property and data rights.
- E. Dispute Resolution: In the event of a dispute regarding intellectual property or data rights, the Parties agree to promptly meet in good faith to attempt to resolve any disagreements. If the Parties are unable to resolve the dispute informally, the matter shall

be resolved in accordance with the dispute resolution provisions contained in this Agreement or as otherwise mutually agreed upon.

35. Use of Artificial Intelligence (AI)

The Governor's Office for Children (GOC) utilizes private generative AI models in our analysis of assessment data. The selected models adhere to our data governance, privacy, and security standards and assist in data summaries, insights, and predictive outputs. GOC is accountable to the accuracy, ethics, and pertinence of our AI assisted work products, and will be thoroughly reviewed and validated before use.

IN WITNESS WHEREOF, the State and Subdivision have executed this Agreement.

THE STATE OF MARYLAND

BY: _____
Special Secretary, Governor's Office for Children on behalf of the Children's Cabinet

DATE: _____

LOCAL MANAGEMENT BOARD

BY: _____, Chair
Local Management Board, Chair

DATE: _____

SUBDIVISION

BY: _____, (Local Official)
Local Management Board, Authorized Official

DATE: _____

Approved as to Form and Legal Sufficiency

This _____ day of _____, _____

By: _____
County Legal Counsel

FY26 CCIF-Funded Programs and Strategies Template

1. CCIF Funded Program Details

Program/ Strategy Name	New or Continuing Program	Community Investment Initiatives	Program/ Strategy Description	Target Population	Name of Evidence Based Program or Intervention	Research Citation or Clearinghouse Used	Clearinghouse Rating* (if applicable)
Bounce Back	Continuing	ENOUGH Pillars: Healthy Families	Bounce Back is an elementary school adaptation of CBITS (Cognitive Behavioral Intervention for Trauma in Schools). The Bounce Back program will operate in the local elementary schools as an afterschool program for 10 weeks incorporating therapeutic elements similar to those used in other CBT therapies, including psychoeducation, relaxation training, cognitive restructuring, problem solving, and positive reinforcement activities. Additionally, parents will be invited to a 1:1 session with the child and the social worker to work on building coping skills in the home.	Elementary school aged children (K-5 th grade) with a history of behavioral health needs, specifically children who are depressed and/or anxious and youth that have experienced trauma.	Bounce Back	CEBC	3: Promising Research Evidence
Family Peer Support	Continuing	ENOUGH Pillars: Healthy Families	Through Maryland Coalition for Families, a family peer support worker will work with parents that have children with behavioral health needs. The worker will help parents navigate the different behavioral health services in Worcester County, which can include completing referrals, requesting	The Family Peer Support program's target population are families living in Worcester	The "Principles of Family Driven Care"	National	Promising

FY26 CCIF-Funded Programs and Strategies Template

Program/ Strategy Name	New or Continuing Program	Community Investment Initiatives	Program/ Strategy Description	Target Population	Name of Evidence Based Program or Intervention	Research Citation or Clearinghouse Used	Clearinghouse Rating* (if applicable)
			information and advocating for the best possible care for the parent and the youth.	County that have children that have a behavioral health need and/or families with children involved in multiple systems.		Library of Medicine	
Healthy Worcester Families	Continuing	ENOUGH Pillars: Healthy Families and Economically Secure Families	Worcester Healthy Families will provide a 9 week in-person class that centers around strengthening communication, parenting skills, financial literacy, healthy eating, physical activity, stress management, communication, goal setting and youth life and refusal skills. Participants will have a family meal followed by classes for parents/guardians and youth and the family unit	Children and families of Worcester County Maryland who have been identified as food insecure, living at or below the poverty level, participate in free or reduced meal programs, or diagnosed as overweight or obese.	Botvin LifeSkills Training Middle School Botvin LifeSkills Training Parent Education	Blueprints for Healthy Youth Development	Effective

FY26 CCIF-Funded Programs and Strategies Template

Program/ Strategy Name	New or Continuing Program	Community Investment Initiatives	Program/ Strategy Description	Target Population	Name of Evidence Based Program or Intervention	Research Citation or Clearinghouse Used	Clearinghouse Rating* (if applicable)
Worcester Connects	Continuing	ENOUGH Pillars: Safe and Thriving Communities	This program will provide youth with a supportive and positive mentor/role model. The mentor service is designed to be a hybrid of 1:1 mentoring services as well as group mentoring to allow mentees to produce a sense of membership with their peers. This program will promote increased self-esteem, confidence and improve overall health and wellness.	Worcester Connects will be open to all school-age youth, grades 1-12. The target population will be youth that are truant, bullied, have special needs (learning, developmental, behavioral), and/or youth that are living in poverty.	Mentoring	CrimeSolutions.gov	Highest rated
Worcester Navigation	Continuing	ENOUGH Pillars: Economically Secure Families	The Worcester Navigation program will provide Worcester County's children, youth and families in poverty assistance through a local navigator. This Navigator will work with the families to connect them to much needed resources, to improve overall health and well-being.	The target population will be youth and/or families that are receiving some form of public assistance or	Resource Navigation	Impact of Community Resource Navigator	N/A

FY26 CCIF-Funded Programs and Strategies Template

Program/ Strategy Name	New or Continuing Program	Community Investment Initiatives	Program/ Strategy Description	Target Population	Name of Evidence Based Program or Intervention	Research Citation or Clearinghouse Used	Clearinghouse Rating* (if applicable)
				those that are living in poverty.			

FY26 CCIF-Funded Programs and Strategies Template

2. Performance Measures

Program 1: Bounce Back		
<u>How Much:</u> PM: # of children enrolled the Bounce Back Program PM: # of schools hosting the Bounce Back program	<u>How Well:</u> PM: % of ACEs screenings completed on children enrolled in the program Num: # of ACEs screenings completed on children enrolled in the program Den: # of children enrolled in the program PM: % of children that successfully completed the program Num: # of children that successfully completed the program Den: # of children enrolled in the program	<u>Better Off:</u> PM: % of parents that report an increase in their child's self-esteem after completion of the program via post survey Num: # of parents that report an increase in their child's self-esteem after completion of the program via post survey Den: # of surveys completed PM: % of children demonstrating achievement of goals Num: # of children demonstrating achievement of goals Den: # of children that completed the program PM: % of children reporting increased knowledge or skill development as a result of the program Num: # of children reporting increased knowledge or skill development as a result of the program Den: # of children that complete post survey
Program 2: Family Peer Support		
<u>How Much:</u> PM: # of families served by the Family Peer Support Specialist PM: # of family engagement sessions held	<u>How Well:</u> PM: % of families connected to additional resources Num: # of families connected to additional resources Den: # of families served by the Family Peer Support Specialist	<u>Better Off:</u> PM: % of families (participants) successfully completing the program Num: # of families (participants) successfully completing the program

FY26 CCIF-Funded Programs and Strategies Template

	<p>PM: % of families participating in family engagement sessions</p> <p>Num: # of families participating in family engagement sessions</p> <p>Den: # of families served by the Family Peer Support Specialist</p>	<p>Den: # of families served by the Family Peer Support Specialist</p> <p>PM: % of families (participants) reporting increased knowledge as a result of the program</p> <p>Num: # of families (participants) reporting increased knowledge as a result of the program</p> <p>Den: # of families served by the Family Peer Support Specialist that completed the survey</p>
Program 3: Healthy Worcester Families		
<p><u>How Much:</u></p> <p>PM: # of families enrolled in the program</p> <p>PM: # of program cohorts offered during the year</p> <p>PM: # of families reporting food insecurities</p>	<p><u>How Well:</u></p> <p>PM: % of families that report an increase in how to identify healthy food options</p> <p>Num: # of families that report an increase in how to identify healthy food options</p> <p>Den: # of families that complete the program that completed the survey</p> <p>PM: % of families that report an increase in physical activity</p> <p>Num: # of families that report an increase in physical activity</p> <p>Den: # of families that complete the program that completed the survey</p>	<p><u>Better Off:</u></p> <p>PM: % of families (participants) successfully completing the program</p> <p>Num: # of families (participants) successfully completing the program</p> <p>Den: # of families enrolled in the program</p> <p>PM: % of families (participants) reporting increased skill development as a result of the program</p> <p>Num: # of families (participants) reporting increased skill development as a result of the program</p> <p>Den: # of families that complete the program that completed the survey</p> <p>PM: % of families (participants) who report increase in self-sufficiency</p> <p>Num: # of families (participants) who report increase in</p>

FY26 CCIF-Funded Programs and Strategies Template

		<p>self-sufficiency</p> <p>Den: # of families that completed the program that completed the survey</p> <p>PM: % of families (participants) who report a reduction of food insecurity</p> <p>Num: # of families (participants) who report a reduction of food insecurity</p> <p>Den: # of families reporting that they are food insecure that completed the survey</p>
Program 4: Worcester Connects		
<p><u>How Much:</u></p> <p>PM: # of youth mentored</p> <p>PM: # of 1:1 monthly meetings held between youth and mentor</p> <p>PM: # of monthly group meetings held between mentees and mentor</p> <p>PM: # of youth that were referred by partnering agencies and enrolled in the program who were identified as “at-risk of entering the juvenile justice system”</p>	<p><u>How Well:</u></p> <p>PM: % of successful contacts (face to face meeting, text messages, and/or phone calls) made to youth during the first 30 days of enrollment</p> <p>Num: # of successful contacts (face to face meeting, text messages, and/or phone calls) made to youth during the first 30 days of enrollment</p> <p>Den: # of attempts</p> <p>PM: % of youth that have improved attendance by 10% in school after being enrolled in the program for 3 months</p> <p>Num: # of youth that have improved attendance by 10% in school after being enrolled in the program for 3 months</p> <p>Den: # of youth mentored 3 months</p> <p>PM: % of youth who were referred</p>	<p><u>Better Off:</u></p> <p>PM: % of youth that have improved School Functioning after 6 months enrolled in the program via pre/post modified BERs Scale</p> <p>Num: # of youth that have improved School Functioning after 6 months enrolled in the program via pre/post modified BERs Scale</p> <p>Den: # of youth mentored for 6 months</p> <p>PM: % of youth that have improved their Intrapersonal Strength after 6 months enrolled in the program via pre/post modified BERs Scale</p> <p>Num: # of youth that have improved their Intrapersonal Strength after 6 months enrolled in the program via pre/post modified BERs Scale</p> <p>Den: # of youth mentored for 6 months</p> <p>PM: % of youth who successfully</p>

FY26 CCIF-Funded Programs and Strategies Template

	<p>to the diversion program by the law enforcement/Department of Juvenile Services</p> <p>Num: # of youth who were referred to the diversion program by the law enforcement/Department of Juvenile Services</p> <p>Den: # of youth mentored</p>	<p>complete the program</p> <p>Num: # of youth who successfully complete the program</p> <p>Den: # of youth mentored</p> <p>PM: % of youth reporting increased knowledge or skill development as a result of the program</p> <p>Num: # of youth reporting increased knowledge or skill development as a result of the program</p> <p>Den: # of youth mentored that complete the survey</p>
Program 5: Worcester Navigation		
<p><u>How Much:</u></p> <p>PM: # of families served by a navigator</p> <p>PM: Average # of referrals per family/individuals</p>	<p><u>How Well:</u></p> <p>PM: % families with action plans completed within 3 days of contact</p> <p>Num: # families with action plans completed within 3 days of contact</p> <p>Den: # of families served by a navigator</p> <p>PM: % of participants served by community-based options</p> <p>Num: # of families/individuals served by community-based options</p> <p>Den: # of families served by a navigator</p>	<p><u>Better Off:</u></p> <p>PM: % of families who report increase in self-sufficiency</p> <p>Num: # of families who report increase in self-sufficiency</p> <p>Den: # of participants that complete a pre and post survey</p> <p>PM: % of families that report a reduction in food insecurity</p> <p>Num: # of families that report a reduction in food insecurity</p> <p>Den: # of participants that complete a pre and post survey</p> <p>PM: % of families reporting an increase in their ability to advocate for the needs of their child(ren) or themselves after working with a navigator based on pre and post assessment</p> <p>Num: # of families reporting an increase in their ability to advocate for the needs of their child(ren) or themselves after working with a</p>

FY26 CCIF-Funded Programs and Strategies Template

		navigator based on pre and post assessment Den: # of participants that complete a pre and post survey
--	--	--

Fiscal Year 2026 - CCIF BUDGET AND NARRATIVE

Budget Summary

A. GENERAL INFORMATION

Local Managment Board:	Worcester County's Initiative to Preserve Families		
Street Address:	6040 Public Landing Rd		
City:	Snow Hill	State: Maryland	Zip: 21863
Point of Contact:	Christen Barbierri, LMSW	Phone: 410-632-3648	Fax: 410-632-006
Federal Taxpayer ID:	01-091667		

B. BUDGET SUMMARY

	<u>Children's Cabinet Funds</u>	<u>Non - Children's Cabinet Funds CASH CONTRIBUTION</u>	<u>Non - Children's Cabinet Funds IN KIND</u>
Personnel	760,160.00	0.00	0.00
Operating Expenses	64,379.00	0.00	26,638.00
Travel	10,306.00	0.00	0.00
Contractual Services	45,808.00	0.00	0.00
Equipment	1,000.00	0.00	0.00
Other	11,750.00	0.00	0.00
Indirect Costs	40,682.00	0.00	0.00
Grand Total	934,085.00	0.00	26,638.00



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: August 4, 2025
RE: Proposed Private Lane Names – Parcels E and F in the Landings subdivision

We have received several complaints concerning the addressing of several multi-family buildings within The Landings subdivision. Several homeowners are having difficulties receiving packages as all buildings in the respective parcel are addressed solely off one road, though the buildings may front on different roads. Staff discussed this matter with the Department of Emergency Services, and our recommendation is to address the individual units based upon the road frontage that they face to ensure effective response times for emergency personnel.

As part of this readdressing process, there are several buildings that only face private driveways within the multi-family pod. **Therefore, we are requesting County Commissioner approval to name existing private driveways within Parcel E to Egret Loop Lane and Parcel F to Bat Creek Loop Lane.** As part of the overall readdressing process, staff met with the property management company for the Landings subdivision, and they were amenable to the proposed change.

If approved, I have taken the liberty of drafting the attached resolution for the private road names.

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

Attachment

cc: Dept. of Emergency Services
Dept. of Public Works/ County Roads
Kelly Henry, Technical Services Manager

"Bayside" - Private Lane Name: Egret Loop

Parcel E



“Bayside” - Private Lane Name: Bat Creek Loop

Parcel F—Townhomes



RESOLUTION NO. 25-____

**RESOLUTION NAMING A PRIVATE LANE
IN THE LANDINGS SUBDIVISION IN
BERLIN AS
EGRET LOOP LANE
AND
BAT CREEK LOOP LANE**

WHEREAS, the Worcester County Commissioners have adopted an Inventory of Public Roads of Worcester County in accordance with § PW 1-202 of the Code of Public Local Laws of Worcester County, Maryland; and

WHEREAS, in accordance with the provisions of § PS 6-101(e) of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Commissioners are to name all private lanes which have three or more buildable lots or three or more inhabitable structures, including houses, mobile homes, businesses or other structures, selecting a name which is not the same or similar to another private lane or a public road listed in the Inventory of Public Roads of Worcester County, Maryland; and

WHEREAS, the County Commissioners have received a request to readdress townhouse units within Parcel E and Parcel F in The Landings subdivision in Berlin, and the Department of Emergency Services is recommending that the internal private driveways serving the buildings without direct road frontage on a county road be named;

WHEREAS, staff has suggested that Egret Loop Lane and Bat Creek Loop Lane are appropriate names which is not the same or similar to another private lane name or public road name in the Inventory of Public Roads of Worcester County, Maryland.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The private lane located within Parcel E off of Coastal Marsh Drive in The Landings subdivision in Berlin, in the Tenth Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 33, Parcel 281, Parcel E; is hereby named **Egret Loop Lane**, for which a sign will be erected by the Roads Division of the Worcester County Department of Public Works.

Section 2. The private lane located within Parcel F off of Hidden Bay Drive in The Landings subdivision in Berlin, in the Tenth Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 33, Parcel 281, Parcel F; is hereby named **Bat Creek Loop Lane**, for which a sign will be erected by the Roads Division of the Worcester County Department of Public Works.

Section 3. Executed this _____ day of _____, 2025. This Resolution shall be effective immediately.

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 S. Young, P.E., Chief Administrative Officer
 Candace Savage, CGFM., Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*
DATE: August 12, 2025
SUBJECT: Surplus Vehicles and Equipment Transfer to Board of Education

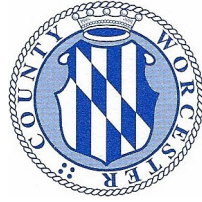
Public Works is requesting Commissioner approval to transfer four vehicles and one piece of equipment that were declared surplus to the Board of Education. During our process to declare items as surplus we were approached by the principle of Worcester Tech and the Maintenance Operations Manager about items listed as surplus. The vehicles will be used in the automotive technology program so that students can train on updated vehicles, and the turf-topper spreader will be used by ground crews to maintain the BOE high school football fields which will improve field safety, turf health, and playing conditions. Items to be transferred are listed below.

2012 Chevrolet Tahoe 1GNSK2E0XCR175350	WWW
2012 Chevrolet Tahoe 1GNLC2E08CR169439	SHERIFF
2013 Chevrolet Tahoe 1GNLC2E09DR313890	SHERIFF
2013 Chevrolet Tahoe 1GNLC2E04DR314042	SHERIFF
1994 Bannerman Turf-Topper BTD20H, s/n 15-0518	PARKS

Please let me know if there are any questions.

cc: Chris Clasing, Deputy Director
 Derrick Babcock, Fleet Management
 Kim Reynolds, Budget Officer
 Dustin Walker, Human Resources
 Fleet Management File: GovDeals.com

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: August 11, 2025
SUBJECT: Groundwater and Landfill Gas Monitoring and Reporting for
 Closed Landfill Facilities (Pocomoke, Berlin, and Snow Hill)

Public Works is requesting Commissioner review and approval of the attached proposal from EA Engineering, Science, and Technology Inc. PBC (EA) for Groundwater and Landfill Gas Monitoring and Reporting for Closed Landfill Facilities (Pocomoke, Berlin, and Snow Hill) for FY 26. The proposed lump sum for these services is \$148,700. A breakdown of the proposed monitoring and reporting tasks are shown below:

Tasks	Costs
Task 1 Fall 2025 groundwater sampling and reporting	\$59,500
Task 2 Fall 2025 landfill gas monitoring and reporting	\$14,850
Task 3 Spring 2026 groundwater sampling and reporting	\$59,500
Task 4 Spring 2026 landfill gas monitoring and reporting	\$14,850
Total	\$148,700

Funding is available in FY26 Public Works Administration accounts as follows:

- Tasks 1 & 3 Consulting Services Gas Monitoring/Remediation account
 100.1203.200.6530.070 (\$80,000)*
- Tasks 2 & 4 Consulting Services Groundwater Monitoring / Closed Landfill account
 100.1203.200.6530.065 (\$40,000)

*Public Works is requesting over expenditure approval in the amount of \$39,000 for account 100.1203.200.6530.070. Per MDE, the FY 26 groundwater monitoring requires PFAS testing which was not included in the budget at the time it was drafted. The total amount needed is \$119,000, but only \$80,000 is currently available.

MDE requires groundwater and landfill gas monitoring at the closed landfills as part of our Refuse Disposal Permit. If this project is not undertaken or fails to meet the established deadlines, the County may be subject to penalties and fines from the State for non-compliance with the new regulations. EA has served as the County's Solid Waste consultant since the mid 80's and is extensively familiar with our closed landfill facilities and permit requirements for groundwater and gas monitoring. Please let me know if there are any questions.

Attachment
 CC: Chris Clasing, David Candy, Nick Rice

Citizens and Government Working Together



11200 Racetrack Road, Unit 101A
Ocean Pines, Maryland 21811
Telephone: 410-641-5341
www.eaest.com

August 8, 2025
Proposal No. 0791815A

Mr. Dallas Baker, P.E., Director
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

**Re: Proposal for Groundwater and Landfill Gas Monitoring and Reporting for the
Three Closed Landfill Facilities (Pocomoke, Berlin, and Snow Hill)
Fiscal Year 2026 - July 2025 through June 2026**

Dear Mr. Baker:

EA Engineering, Science, and Technology, Inc., PBC (EA) is once again pleased to submit this modification proposal to the Worcester County Department of Public Works for monitoring and reporting of groundwater and landfill gas (LFG) at the Pocomoke, Snow Hill, and Berlin Landfill Facilities located in Worcester County. The work described under this proposal will be performed in accordance with the same terms and conditions as our previous work with Worcester County. The work under this contract will be performed over a 1-year period, consisting of two semi-annual monitoring events. All work will be completed by June 2026.

The scope of services for groundwater and LFG monitoring and reporting at the three Closed Landfills covered by this proposal includes:

- Fall 2025 groundwater sampling and reporting (Task 1),
- Fall 2025 LFG monitoring and reporting (Task 2),
- Spring 2026 groundwater sampling and reporting (Task 3), and
- Spring 2026 LFG monitoring and reporting (Task 4)

Groundwater monitoring will be performed on a semi-annual basis for a period of 1 year and will typically coincide with the work for the monitoring program at the Central Landfill Facility. There are 18 monitoring wells at the three Closed Landfills. The required sampling and reporting will be performed in accordance with the attached Scope of Work (Attachment A1) and in accordance with the most recently MDE approved Monitoring Plan(s) for the Pocomoke, Snow Hill, and Berlin Landfill Facilities prepared by EA, as required by the Maryland Department of the Environment (MDE). Per MDE's letter dated 2 January 2024, all facilities conducting monitoring regulated under Code of Maryland Regulations (COMAR) 26.04.07.09, 26.04.07.17, 26.04.07.20 and/or 40 CFR Part 258 will be required to analyze for PFOA, PFOS, PFHxS, PFNA, PFBS, and HFPO-DA (commonly referred to as a GenX Chemical) effective 1 July 2024. This scope of work includes the additional PFAS sampling and analysis for the Fall 2025 and Spring 2026 groundwater monitoring events. EA will also collect and analyze field quality control samples including rinsate blanks, field blanks and trip blanks under the revised frequency for each landfill site as established by MDE.

LFG monitoring will be performed on a quarterly basis for a period of 1 year at the Pocomoke Landfill and will typically coincide with the work for the monitoring program at the Central



Landfill Facility. LFG will be performed on a monthly for a period of 1 year at the Berlin and on a bi-monthly (once every two months) basis for a period of 1 year at Snow Hill Landfill. The required sampling and reporting will be performed in accordance with the attached Scope of Work (Attachment A1) and in accordance with the most recently MDE approved Monitoring Plan(s) for the Pocomoke, Snow Hill, and Berlin Landfill Facilities prepared by EA, as required by the MDE.

On behalf of Worcester County, EA will utilize the analytical laboratory services of Maryland Spectral Services located in Baltimore, Maryland, to perform the required analytical services. This laboratory is very cost-effective for the County and EA has developed a strong working relationship with them on other projects. Maryland Spectral Services has agreed to maintain their pricing levels constant for the 1-year period of this contract.

EA will continue to utilize experienced field personnel from other EA offices who perform groundwater sampling and monitoring regularly, in an effort to reduce labor costs and improve efficiency.

Enclosed for your consideration is the lump sum cost for these services of \$148,700 which is detailed per task below.

Tasks	Costs
Task 1 Fall 2025 groundwater sampling and reporting	\$59,500
Task 2 Fall 2025 LFG monitoring and reporting	\$14,850
Task 3 Spring 2026 groundwater sampling and reporting	\$59,500
Task 4 Spring 2026 LFG monitoring and reporting	\$14,850
Total	\$148,700

The services proposed herein are a natural extension of EA's long history with the County and previous involvement with the closed landfill facilities within Worcester County. We wish to thank you for this opportunity to help you meet your solid waste objectives and continue to look forward to working and supporting you on this project. It is our sincere desire to continue to be of service for these critical facilities in Worcester County. If you have any questions, do not hesitate to give me a call at (410)-641-5341.

Sincerely,
EA Engineering, Science, and Technology, Inc., PBC

Darl Kolar, P.E., BCEE
Senior Project Manager

Enclosures

cc: L. Oakes, P.E. (EA)
S. Sultana, P.E. (EA)

ATTACHMENT A1

Scope of Services

**Worcester County Closed Landfill Facilities
Groundwater and Landfill Gas Monitoring and Reporting**

*Task 1– Fall 2025 Closed Landfill Groundwater Sampling and Reporting***Groundwater Sampling**

EA will perform the Fall 2025 semi-annual groundwater sampling event in August 2025 at the Worcester County Closed Landfills (Pocomoke, Snow Hill, and Berlin Landfill Facilities) in accordance with the most recently Maryland Department of the Environment (MDE) approved Monitoring Plan(s) prepared by EA, which include monitoring and reporting requirements for the three Closed Landfills.

The semi-annual sampling event will include low flow sampling of four wells at the Pocomoke Landfill (P-MW-01, P-MW-02, P-MW-03, and P-MW-04); six wells at the Snow Hill Landfill (EA-1, EA-2, EA-3, EA-4, EA-5, and EA-6), and eight wells at the Berlin Landfill (B-MW-01S, B-MW-02S, B-MW-03S, B-MW-05S, B-MW-07S, B-MW-09, B-MW-10S, and B-MW-11). Additionally, water level gauging will be performed at three shallow wells at the Berlin Landfill (B-MW-04S, B-MW-06S, and B-MW-08S).

Groundwater samples will be analyzed for the parameters shown in Table I and II issued by MDE (see attached). Per MDE's letter dated 2 January 2024, all facilities conducting monitoring regulated under Code of Maryland Regulations (COMAR) 26.04.07.09, 26.04.07.17, 26.04.07.20 and/or 40 CFR Part 258 will be required to analyze for PFOA, PFOS, PFHxS, PFNA, PFBS, and HFPO-DA (commonly referred to as a GenX Chemical) effective 1 July 2024.

Additional time and effort are required for the sampling of PFAS, which is ubiquitous and has a high potential for cross-contamination from common consumer products and sampling materials, even when new and clean. EA employees will adhere to PFAS sampling procedures as outlined in EA's standard operating procedure. They will utilize acceptable field clothing, personal protective equipment, field equipment, and sample containers. Additional decontamination procedures will be followed.

Field quality control samples and field blank samples will be collected under the revised frequency for each landfill site as issued by MDE in accordance with EPA requirements. Quality control samples will include:

- 1 field blank per Landfill (assume 3 for Fall 2025)
- 1 rinsate blank per event (assume 1 for Fall 2025)
- 1 trip blank per sampling date (assume 5 for Fall 2025)
- 1 field duplicate sample per 10 samples at each site (assume 3 for Fall 2025)

Duplicate samples will be collected utilizing low-flow sampling techniques. The samples will be analyzed for the parameters identified in Tables I and II in the MDE approved Monitoring Plan(s), as required. Groundwater analysis will be performed by an MDE certified independent laboratory (Maryland Spectral Services).

In addition to sampling, EA will perform gauging of each well prior to sample collection.

Groundwater Reporting

EA will prepare one semi-annual report per landfill (three total) on water quality containing a summary of findings and interpretive discussion of groundwater analytical results for the sampling event. Per the MDE approved Monitoring Plan(s), the report will include the following:

- Narrative/Summary
- Statistical Analysis
- Historical Data Tables (time series format)
- Groundwater Elevations and Contour Map (historical)
- Laboratory Analytical Data (laboratory reports)
- Field Records of Well Gauging, Purging, and Sampling
- Chain of Custody

EA will utilize depth to water levels (gauging) recorded prior to sampling at each well to develop a groundwater contour map for each landfill.

EA will submit one copy of each report to the MDE on behalf of the County and two copies of the report to the County for each sampling event. Reports will be submitted to MDE in accordance with the permit, 90 days following the end of the fourth quarter (December 31st) reporting period, unless otherwise agreed upon.

Task 2 – Fall 2025 Closed Landfill Gas Monitoring and Reporting

EA will perform landfill gas (LFG) monitoring with a GEM 2000 LFG meter at the three Closed Landfills:

- Berlin Landfill - 14 permanent landfill gas probes and two on-site structures
- Snow Hill Landfill - 21 permanent landfill gas probes and one on-site structure
- Pocomoke Landfill - seven permanent landfill gas probes and one on-site building

Berlin will be monitored on a monthly basis; Snow Hill Landfill will be monitored on a bi-monthly (once in two months), and Pocomoke Landfills will be monitored on a quarterly basis.

- Berlin – six monitoring events (monthly)
- Snow Hill – three monitoring events (bi-monthly)

- Pocomoke – two monitoring events (quarterly)

Quarterly monitoring events will be conducted in August 2025 and November 2025. Additionally, bi-monthly events will be conducted in August and October 2025.

EA will prepare one semi-annual LFG report for each landfill, which will include a summary of findings from the LFG monitoring events. The reports for Berlin and Snow Hill will be submitted to MDE in September 2025, and the report for Pocomoke Landfill will be submitted to MDE in December 2025, coinciding with the semi-annual Central Landfill Facility LFG report.

This scope of services does not include reporting and additional monitoring (beyond the monthly for Berlin) associated with landfill gas remediation.

Task 3 –Spring 2026 Closed Landfill Groundwater Sampling and Reporting

The scope of work for this Task includes the Spring 2026 groundwater sampling and reporting as described in Task 1. EA will perform the Spring 2026 semi-annual groundwater sampling event in April 2026 at the Worcester County Closed Landfills (Pocomoke, Snow Hill, and Berlin Landfill Facilities) in accordance with the most recently MDE approved Monitoring Plan(s) prepared by EA, which include monitoring and reporting requirements for the three Closed Landfills.

EA will submit one copy of each report to the MDE on behalf of the County and two copies of the report to the County for each sampling event. Reports will be submitted to MDE in accordance with the permit, 90 days following the end of the second quarter (June 30th) reporting period, unless otherwise agreed upon.

Task 4 –Spring 2026 Closed Landfill Gas Monitoring and Reporting

As described in Task 2, EA will perform landfill gas monitoring and reporting for Spring 2026 through June 2026.

Berlin will be monitored on a monthly basis; Snow Hill Landfill will be monitored on a bi-monthly (once in two months), and Pocomoke Landfills will be monitored on a quarterly basis.

- Berlin – six monitoring events (monthly)
- Snow Hill – three monitoring events (bi-monthly)
- Pocomoke – two monitoring events (quarterly)

Quarterly monitoring events will be conducted in February and May 2026 for the 2026 calendar year. Additionally, bi-monthly events will be conducted in February and April 2026.

EA will prepare one semi-annual LFG report for each landfill which will include a summary of findings from the LFG monitoring events. The reports for Berlin and Snow Hill will be submitted to MDE in February 2026, and the report for Pocomoke Landfill will be submitted to MDE in June 2026, coinciding with the semi-annual Central Landfill Facility LFG report.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: August 11, 2025
Re: Planning Commission Recommendation – Text Amendment– Solar Energy Systems

On August 7, 2025, the Planning Commission reviewed the proposed text amendment that was prepared at the request of the Worcester County Commissioners. Following the discussion, the board gave a favorable recommendation with amendments. A copy of the draft emergency bill is attached for your consideration.

While the request from the County Commissioners was specific to decommissioning, many of our definitions and review procedures are outdated and need to be amended. Broadly, the bill proposes to do the following:

- Align the definitions.
- District regulations have been updated to reflect the new definition/title.
- Modifying the lot requirements for major and utility systems to be consistent with state law.
- Modifying the utility review process to be consistent with current practices and state law.
- Create local decommissioning and restoration plan requirements and local bonding.
- Adding a nuisance provision to the Public Health Article for abandoned projects.

In addition, the Planning Commission made the following amendments to the original draft bill:

- Enhanced the landscape buffer provisions for major systems between 200 kW and one MW.
- Require all major systems to provide for decommissioning plans and bonds (200 kW and greater) whether for on-site consumption or sale to the grid.
- Revise the district regulations for major and utility systems that are listed as special exceptions to be permitted uses. Currently, systems over one MW would not be subject to special exception provisions due to state law.

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.

Bill Sections 1 through 5: These sections amend definitions within existing § ZS 1-344(b).

- Solar Energy System: Relocated existing language to the definition; system rated capacity to be based on the alternating current (AC) wattage.
- Small and medium systems are proposed to be combined into the definition of minor solar energy system (up to 200 kW).
- Large systems are proposed to be renamed as a major solar energy system.
- The threshold between large/major and utility systems will be reduced to 2 MW (currently 2.5 MW) consistent with the Public Service Commission's level of review.

Bill Section 6: This section amends the standards for all systems under § ZS 1-344(d).

- Subsection (d)(1)A-H was only amended to reflect the new definition (minor vs. small or medium).
- Subsection (d)(1)I was amended to remove the direct current (DC) wattage rating and replace it with existing language from the definition of solar energy system, small, for specific exemptions.
- Subsection (d)(2) incorporates the state solar siting standards. The policy sheet is attached.
- Subsection (d)(3) modifies the setbacks for major and utility scale systems to be 100 feet, consistent with the state's siting standards.
 - Currently, large systems have setbacks of either 50' or 100' depending on the zoning district. There are currently no setbacks for utility systems.
 - The existing lot area limitations have been removed as it is not a siting standard.
 - This section also stipulates that the Planning Commission or County Commissioners have the authority to amend the setbacks under the solar policy developed in May 2025.
 - As a reminder, state law stipulates that jurisdictions shall not adopt laws that prohibit the construction or operation of a system; nor deny site plans if they meet the siting standards.
- Subsection (d)(4) addresses landscaping for systems between 200 kW and one MW which are not covered under the state's siting standards.
 - The language was not modified from the existing large solar energy system requirements. **Staff recommends that the Planning Commission and/or County Commissioners evaluate whether the buffer requirements are sufficient. Buffer provisions enhanced by the PC.**
- Subsection (d)(5) acknowledges the site plan review process for major solar energy systems.
- Subsection (d)(6) – Utility Solar Energy System Plan Review Process – This section was heavily amended to reflect the current procedures for the pre-application review of solar projects subject to the requirements of the Certificate of Public Convenience and Necessity.
 - The documents required to be submitted to the local jurisdiction include the environmental review document and a concept plan.
 - The standards that are in the existing code for concept plan preparation are covered under the state specifications in COMAR and therefore are proposed to be deleted.
 - Specified the findings that the County Commissioners must find either consistent or inconsistent, which mirror state law, as well as the siting standards. If the Commissioners do not make any findings, the staff report will stand as the record.
- Subsection (d)(7) – Decommissioning – This is an entirely new subsection to address the Commissioners request for decommissioning plans and bonding. As part of my research, I reached out to MACo's Planning Affiliate with a survey. I took language from multiple jurisdictions, including Carroll County, Talbot County, Queen Anne's County, Caroline County and Wicomico County to develop this section.
 - As part of the major site plan review process, detailed decommissioning and restoration plans are required. Bonding of the project at the permit stage would be held at 125% of the cost

estimate, NOT to include salvage value. The bond value would be reevaluated every five years, when the property/ lease transfers, and just prior to decommissioning. The cost estimate is to be prepared by an independent certified professional engineer approved by the county.

- The state bond will also be held at 125% of the cost estimate and reviewed every five years. However, the state allows salvage costs to be removed from the bond value.
- **This bond would be in addition to any bond held at the state level. If the Planning Commission and County Commissioners wish to amend this section to allow the state bond to replace local bonding, staff can amend the bill. Do not amend; hold both local and at PSC.**
- Decommissioning timeline:
 - County to be notified when the system is out of production for six months.
 - Deemed abandoned when the system is out of production for twelve months.
 - Decommissioning must be completed within an additional twelve months.
 - The plan shall give the county the authority to enter the site if it is suspected that the system is not in production and notice has not been received.
 - Failure to decommission would result in the County calling the bond to do the work and permit the county to lien the property should the expenses exceed the bond amount.
- Decommissioning is proposed to apply to major and utility solar energy systems (over 200 kW), where the purpose is to provide electrical power for sale to the grid or to be sold to other power consumers through a power purchase agreement.
 - **Projects this applies to as drafted:** Any stand-alone system over 200 kW whose purpose is to sell to the electricity produced.
 - **Projects this would NOT apply to as drafted:** Minor systems, as well as major systems where the principal purpose is for on-site consumption only. Examples include:
 - DRP has permitted several systems that would fall into the major/large category but are meant for on-site consumption by the farm on which they are situated.
 - However, this could exempt a similar project in a large commercial development.
 - **Staff is requesting that the Planning Commission and County Commissioners determine whether the scope should be widened to include ALL major systems.**

PC recommended to expand scope to include all major systems, both on-site consumption or sale to grid.

Bill Section 7: Modifies the existing code language on permissible setback encroachments to remove the phrase small solar energy systems (definition to be deleted).

Bill Section 8: Modifies the provisions that apply to all zoning districts to change the terminology from medium to minor solar energy systems.

23

Bill Sections 9 through ~~17~~: Modifies the district uses to change the terminology from large to major and utility solar energy systems. It is a special exception use in the E-1, V-1, and all C Districts. State law stipulates that jurisdictions shall not adopt laws that prohibit the construction or operation of a system; nor deny site plans if they meet the siting standards. Therefore, a special exception provision would not be enforceable on major systems over 1 MW in size and all utility systems.

- **Staff can modify the five affected zoning districts should the Planning Commission and/or County Commissioners request to make these permitted uses.**

24

PC recommended that these districts be revised to permitted uses.

Bill Section ~~18~~: This section adds a nuisance provision for major or utility solar energy systems that are not decommissioned by the leasee. It is another protection to be able to clean up the property via abatement of a nuisance and further lien the property should the expenses exceed the bond amount.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

EMERGENCY BILL 25-

BY:

INTRODUCED:

AN EMERGENCY BILL ENTITLED

AN ACT Concerning

Zoning – Solar Energy Systems
and
Public Health - Nuisances

For the purpose of amending the Zoning and Subdivision Control Article to amend definitions for solar energy systems; refine the review process for utility scale solar systems; and add decommissioning procedures and bonding for certain systems. To amend the Public Health Article to add non-decommissioned solar energy systems as a public nuisance.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy power system” and the replacement of the term “solar energy system” to read as follows:

SOLAR ENERGY SYSTEM — Any device or facility that converts solar energy into electrical energy either directly, as in the case of photovoltaic cells, or indirectly by first capturing and/or concentrating solar radiation for the purpose of converting any liquid to a gas used to fuel or propel an electrical generator. All references herein to the rated capacity of solar systems or equipment are as stated in the manufacturer's maximum power rating for the solar panel system as alternating current (AC) wattage.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy system, large” and the replacement of the term “solar energy system, major” to read as follows:

SOLAR ENERGY SYSTEM, MAJOR — A ground-mounted solar energy system with a rated capacity of more than two hundred kilowatts up to and including two megawatts, the principal purpose of which is to provide electrical power for sale to the general power grid or to be sold to other power consumers through a power purchase agreement as part of a net metering project which may include both physical or virtual aggregation, or be consumed on-site.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy system, medium” and the replacement of the term “solar energy system, minor” to read as follows:

SOLAR ENERGY SYSTEM, MINOR — A ground-mounted solar energy system with a rated capacity of no more than two hundred kilowatts or a roof mounted solar energy system of any capacity and serving, or designed to serve, any agricultural, residential, commercial, institutional or industrial use the principal purpose of which is intended to reduce on-site consumption of utility power by generating electricity on a single lot or parcel or group of adjacent lots or parcels.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the deletion of a definition of the term “solar energy system, small”.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy system, utility scale” and the replacement of the term “solar energy system, utility” to read as follows:

SOLAR ENERGY SYSTEM, UTILITY— A ground-mounted solar energy system with a rated capacity in excess of two megawatts, the principal purpose of which is to provide electrical power for sale to the general power grid.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(d) 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:

- (d) Solar energy system or heating equipment. Solar energy systems and solar energy heating equipment shall be permitted subject to the following conditions and limitations:
 - (1) Minor solar energy systems and solar energy heating equipment shall be permitted in all zoning districts subject to the following requirements:
 - A. Solar energy heating equipment may be a part of or attached to a principal or accessory structure located on a site and shall be subject to the same setback and height limitations of said structure except as may be modified by § ZS 1-305(k)(1)D hereof. Where not a part of or attached to a principal or accessory structure, solar energy heating equipment shall be considered an accessory use on any lot or parcel of land and shall be subject to the setback and height limitations as contained in the particular zoning district for other customary

accessory structures which are directly incidental to the permitted principal uses and structures on the site.

- B. Minor solar energy systems may be attached to or a part of a principal or accessory structure located on a site or may be located as freestanding independent arrays, systems or structures. In all cases they shall be subject to the setback and height limitations for the principal structure.
- C. All mechanical equipment associated with and necessary for the operation of the solar energy system shall not be located in the minimum front yard setback and shall be subject to the setback requirements for customary accessory structures in the zoning district.
- D. All mechanical equipment shall be screened from any adjacent property which is in the R-1, R-2, R-3, R-4 or V-1 Districts or used for residential purposes. The screen shall consist of shrubbery, trees or other ornamental or natural vegetation sufficient to provide an immediate visual barrier to the equipment. In lieu of a vegetative screen a decorative fence may be used.
- E. All solar panels shall be situated in such a manner as to prevent concentrated solar radiation or glare from being directed onto adjacent properties, roads, or public gathering places.
- F. All power transmission lines for freestanding ground-mounted solar energy systems or pipes from solar energy heating equipment connecting freestanding systems to a building shall be located underground.
- G. Signage or text on solar energy systems may be used to identify the manufacturer, equipment information, warning or ownership but shall not be used to display any commercial advertising message or anchor any streamers, balloons, flags, banners, ribbons, tinsel or other materials to attract attention.
- H. Any ground-mounted system which has not produced any electricity for a period of twelve months or more or found to be unsafe by the Building Official shall be considered abandoned and, as such, shall be repaired or decommissioned and removed by the property owner. The decommissioning shall include the removal of the solar energy system and all equipment, electrical components, support structures, cabling, or any other part of the system that is at ground level or above. The property owner shall be responsible for completing the decommissioning within ninety days of abandonment.
- I. Individual photovoltaic cells or small groups of such cells attached to and used to either directly power, or charge a battery which does so, an individual device such as a light fixture, fence charger, radio or water pump shall not be considered as a minor solar energy system as defined herein and may be used

in any zoning district without regard to lot or setback requirements.

- (2) Major and utility solar energy systems with a rated capacity over one megawatt shall comply with the provisions of § 7-218 of the Public Utilities Article, Annotated Code of Maryland, as from time to time amended. The County Commissioners may adopt policies for the approval of modifications to the standards listed therein.
- (3) Major and utility solar energy systems shall be set back a minimum of one hundred feet from all property lines. Notwithstanding the provisions of § ZS 1-116, the Planning Commission or County Commissioners may reduce the setback for any system subject to the provisions of § 7-218 of the Public Utilities Article, Annotated Code of Maryland, as from time to time amended.
- (4) All major solar energy systems with a rated capacity of more than two hundred kilowatts up to and including one megawatt shall provide a vegetated buffer along all sides of the facility between any fencing and the property line. Existing landscaped or forested areas on the property may be considered as part of the buffer, if they are determined by the Department to be of sufficient width and vegetative density to meet the intent of this section. The buffer shall consist of staggered, four-season plantings, including a mix of evergreen and deciduous vegetation and in accordance with the provisions of § ZS 1-322 hereof.
- (5) All major solar energy systems shall be reviewed and processed as a major site plan in accordance with the provisions of § ZS 1-325 hereof.
- (6) Utility solar energy systems shall be reviewed in accordance with a two-step process. The first step must be completed in its entirety, including the obtaining of all necessary decisions, prior to proceeding to the second step.
 - A. Step I concept plan approval. In this step the applicant shall submit a draft environmental review document as specified in COMAR 20.79.02-.04 and a concept site plan as specified in COMAR 20.79.03.01 as from time to time amended. This submission shall constitute the application for a utility solar energy system.
 1. The Department shall review the concept plan and written information. The Department may request additional information from the applicant and may require changes or make suggestions to the applicant with regard to the application and its conformance with other sections of the Zoning and Subdivision Control Article and other pertinent laws and programs. The Department shall prepare a report to the County Commissioners of its findings and recommendations, a copy of which shall also be supplied to the applicant. The findings shall include:
 - (i) A statement or finding whether the proposed project is consistent

with the current Comprehensive Plan.

- (ii) A statement or finding whether the proposed project is consistent with the Zoning and Subdivision Control Article.
- (iii) Compliance with or modifications requested to the provisions of § 7-218 of the Public Utilities Article, Annotated Code of Maryland, as from time to time amended.
- (iv) Suggestions for improving or modifying the application.

- 2. The County Commissioners shall consider the application and recommendation of the Department within ninety days of receipt of the Department's report, unless extended by a majority vote of the County Commissioners. The County Commissioners shall review the application and the Department's report and shall find the application consistent or inconsistent with the required findings. Should the County Commissioners fail to render a decision on the application within six months of their review, the findings outlined in the Department's report shall be adopted as the final report.

- B. Step II master site plan approval. Upon completion of Step I the project shall be reviewed and processed as a major site plan in accordance with the provisions of § ZS 1-325 hereof.

- (7) Decommissioning. Major and utility solar energy systems shall provide a decommissioning plan and bond for review and approval by the Department as part of the site plan review process.

- A. The plan shall include:

- 1. The expiration date of the contract, lease, easement, or other agreement for installation of the solar energy system and a timeframe for removal of the solar energy system within one year following termination of the use.
- 2. A requirement that the operator or property owner provide the Department with written notice whenever the solar energy system is out of active production for more than six months. At any point in time that the Department suspects that a solar energy system is no longer in active production, the operator and property owner grant the Department the right to conduct an on-site inspection. Any facility that ceases to produce electricity for twelve months shall be considered abandoned.
- 3. An initial cost estimate prepared by an independent certified professional engineer approved by the county for decommissioning, dismantling, restoration of the site and lawful disposal of all components. While

recycling and reuse of materials is recommended, the salvage costs shall not be deducted from the overall estimate.

4. A decommissioned site shall be restored to its original predevelopment condition within twelve months of the proposed date of discontinued operation or abandonment. Restoration to predevelopment conditions shall be documented in the decommissioning plan and include:
 - (i) Removal of all above and below ground solar electric systems, buildings, cabling, electrical components, foundations, pilings, and any other associated facilities.
 - (ii) Disposal of all solid and hazardous waste shall be in accordance with local, state, and federal waste disposal regulations.
 - (iii) Removal of all concrete pads, graveled areas, fences, and access roads unless agreement is presented, in writing, in which the property owner agrees for these features to remain.
 - (iv) Removal of substations, overhead poles, and/or aboveground electric lines located on-site or within a public right-of-way that are not usable by any other public or private utility.
 - (v) Replacement of topsoil removed or eroded.
 - (vi) Re-vegetation of disturbed areas with native seed mixes and plant species suitable to the area or evidence of an approved nutrient management plan.
 - (vii) Onsite burial of any material associated with the solar energy generating system during restoration of the site to predevelopment conditions is prohibited.
 - (viii) A requirement for county inspection and approval of the decommissioning and reclamation of the site before the release of any financial surety.
- B. Failure to comply with the requirements of this section shall authorize, but not require, the county to remove the solar energy system and restore the site to its predeveloped condition at the expense of the operator or property owner. Any unpaid and delinquent statement shall become a lien upon all real estate and personal property of the subject in the same manner as delinquent taxes and a notation shall be made upon the tax records of the County Finance Officer.
- C. Prior to issuance of a building permit, the operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form

acceptable to the county to secure payment of 125% of the anticipated cost of removal of associated site improvements and restoration of the site to its predevelopment condition. The financial assurance will be reviewed and approved by the Department and shall remain in full force and effect while the solar energy generating system remains in place. The financial assurance shall be established with automatic renewals.

1. Every five years, the operator shall provide the Department with an updated cost estimate prepared by an independent certified professional engineer for decommissioning and restoration of the site. The Department may increase or decrease the amount of financial surety required if the county determines, in its sole discretion, that the posted security no longer equals 125% of the decommissioning cost.
 2. Before decommissioning can commence, a decommissioning cost estimate must be prepared by an independent certified professional engineer, regardless of the amount of time that has passed since the prior cost estimate. If the change in the estimated cost to decommission and restore the site exceeds the current financial surety, then the financial surety shall be increased to reflect the new estimated costs.
- D. Notice must be provided to the County within 30 days of the sale or transfer of the lease or property, and a new financial guarantee must be provided by the new lease holder or property owner.
- E. Decommissioning must be completed within twelve months of the proposed date of discontinued operation or abandonment. If decommissioning is not successfully completed within twelve months, the solar energy system becomes a nuisance and the County may act in accordance with § PH 1-101(a)(14) of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland.

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-305(k)(1)D 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:

- D. Bay windows, balconies, chimneys and solar energy heating equipment may project a distance not to exceed three feet, provided that such features do not occupy, in the aggregate, more than one-third of the length of the wall on which they are located.

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-105(c)(6) 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:

- (6) Minor solar energy systems and solar energy heating equipment, subject to the requirements of § ZS 1-344(d) hereof.

Section 9. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(b)(18) 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:

- (18) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 10. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-202(b)(19) 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:

- (19) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 11. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-203(c)(15) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and subsections § ZS 1-203(c)(16) through § ZS 1-203(c)(20) be renumbered as § ZS 1-203(c)(15) through § ZS 1-203(c)(19).

Section 12. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-203(b)(17) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (17) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 13. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-204(c)(17) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and subsections § ZS 1-204(c)(18) through § ZS 1-204(c)(20) be renumbered as § ZS 1-204(c)(17) through § ZS 1-204(c)(19).

Section 14. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-204(b)(12) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (12) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 15. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-209(c)(14) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and subsections § ZS 1-209(c)(15) through § ZS 1-209(c)(17) be renumbered as § ZS 1-209(c)(14) through § ZS 1-209(c)(16).

Section 16. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-209(b)(12) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (12) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 17. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-210(c)(15) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and subsections § ZS 1-210(c)(16) through § ZS 1-210(c)(17) be renumbered as § ZS 1-210(c)(15) through § ZS 1-210(c)(16).

Section 18. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-210(b)(21) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (21) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 19. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-211(c)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and subsections § ZS 1-211(c)(11) through § ZS 1-211(c)(12) be renumbered as § ZS 1-211(c)(10) through § ZS 1-211(c)(11).

Section 20. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-211(b)(27) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (27) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 21. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-212(b)(21) 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:

- (21) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 22. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-213(b)(24) 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:

- (24) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 23. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § PH 1-101(a)(14) of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § PH 1-101(a)(15) and a new subsection § PH 1-101(a)(14) be enacted to read as follows:

- (14) A major or utility solar energy system not successfully decommissioned within twelve months of the proposed date of discontinued operation or abandonment pursuant to § ZS 1-344(d)(7) of the Zoning and Subdivision Control Article of the Public Local Laws of Worcester County.

Section 24. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect immediately upon passage.

PASSED this _____ day of _____, 2025.



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: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: July 31, 2025
Re: Text Amendment– Solar Energy Systems

At the direction of the Worcester County Commissioners, I have prepared the attached text amendment to the Zoning and Subdivision Control Article pertaining to solar as emergency legislation. While the request was specific to decommissioning, many of our definitions and review procedures are outdated and need to be amended. Broadly, the bill proposes to do the following:

- Align the definitions.
- District regulations have been updated to reflect the new definition/title.
- Modifying the lot requirements for major and utility systems to be consistent with state law.
- Modifying the utility review process to be consistent with current practices and state law.
- Create local decommissioning and restoration plan requirements and local bonding.
- Adding a nuisance provision to the Public Health Article for abandoned projects.

Starting on the second page of this memo, I have provided more detail on the amendments made to each section of the draft bill to be further discussed at the meeting.

The Planning Commission shall review the bill 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.

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

Solar Energy System Siting Standards Checklist
Public Utilities Article § 7-218(f)

The verbiage contained herein has been grouped and modified for ease of application. Please refer to the Renewable Energy Certainty Act for the exact wording. Effective July, 1, 2025, a solar energy system of 1 MW or larger shall comply with the siting standards unless a local siting agreement has been developed.

Separation Distance: § 7-218(f)(2)(i): Provide a boundary of 150 feet between the solar energy generating station and the nearest wall of a residential dwelling.

Setbacks: § 7-218(f)(2)(ii), § 7-218(f)(2)(v) and § 7-218(f)(9):

- ☐ Provide a boundary of 100 feet between the solar energy generating station and all property lines, not including property lines that bisect the interior of a project area.
- ☐ Only equipment required for interconnection with the electric system infrastructure may be located within a public road right-of-way.

Fencing: § 7-218(f)(2)(iii)1-2:

- Provide nonbarbed wire fencing:
 - ☐ Only on the interior of a landscape buffer or immediately adjacent to a solar energy generating station.
 - ☐ No more than 20 feet in height.
 - ☐ Only black or green vinyl wire mesh when chain link fencing is used.
 - ☐ Located not less than 50 feet away from the edge of any public right of way.
- Barbed wire fencing may be used around the substations or other critical infrastructure for protection of that infrastructure.

Landscaping: § 7-218(f)(2)(iv) and § 7-218(f)(3)-(4):

- Provide a maximum 35' wide a landscape buffer or vegetative screening:
 - ☐ Provided along all property lines unless there is existing wooded vegetation of 50 feet or more in width; or an alternative location within the boundary for the solar energy generating station if the owner demonstrates that the alternative location would maximize the visual screening.
 - ☐ Shall provide four-season visual screening of the solar energy generating station, placed between any fencing and the public view.
 - Include multilayered, staggered rows of overstory and understory trees and shrubs:
 - ☐ A mixture of evergreen and deciduous vegetation.
 - ☐ Predominantly native to the region. Worcester County requires a minimum of 75% native species per § ZS 1-322(b)(5).
 - ☐ Are more than 4 feet in height at planting.
 - ☐ Are designed to provide screening or buffering within 5 years of planting.
 - ☐ May not be trimmed to stunt upward or outward growth or to otherwise limit the effectiveness of the visual screen.

- ☐ Conform to the plan size specifications established by the American Standard for Nursery Stock (ANSI Z60.1).
- ☐ Specified in a plan prepared by a qualified professional landscape architect.
- Be installed as early in the construction process as practicable and before the activation of the proposed solar energy generating station.
- Existing forests and hedgerows shall be preserved to the maximum extent practicable and supplemented with new plantings where necessary.
- The buffering or screening shall be maintained with a 90% survival threshold for the life of the solar energy generating station through a maintenance agreement that includes a watering plan.
- A local jurisdiction may not require the use of a berm.

Landscape Bond: § 7–218(f)(5)(vi) and § 7–218(f)(6)(i)-(iii):

The provisions of state law shall supersede the bonding amount and length of time stipulated in § ZS 1-322(g).

- Worcester County shall hold a bond equal to 100% of the total landscaping cost for the first five years.
- After five years, 50% of the bond may be released if, on inspection, the vegetative protections meet a 90% survival threshold.
- The remaining 50% shall be held for an additional two years. If upon further inspection and confirmation that the vegetative protections continue to meet a 90% survival threshold, it shall be released.

Visual Mitigation: § 7–218(f)(2)(vi)1-2:

- Shall mitigate the visual impact of the solar energy generating station on:
 - A preservation area, rural legacy area, priority preservation area.
 - A public park, scenic river or byway.
 - A designated heritage area, or historic structure or site listed on or eligible for the national register of historic places or relevant county register of historic places.
- ☐ A viewshed analysis is required for any area, structure, or site specified above.

Notice to Emergency Services: § 7–218(f)(2)(vii): Shall provide notice of each proposed solar energy generating station to the emergency response services of each County in which any portion of the generating station is to be constructed, including a map of the proposed generating station and the proposed location of any solar collector or isolator switch.

Additional internal site standards: § 7–218(f)(5)(i)-(v):

- Minimize grading to the maximum extent possible.
- Shall not remove topsoil from the parcel but may move or temporarily stockpile topsoil for grading.
- Maintain soil integrity by planting native or noninvasive naturalized vegetation and other appropriate vegetative protections that have a 90% survival threshold for the life of the solar energy generating station.
- Limit mowing and other unnecessary landscaping.
- May not use herbicides except to control invasive species in compliance with the Department of Agriculture's weed control program.

Lighting: § 7–218(f)(7): Except as required by law, or for safety or emergency, the solar energy generating station may not emit visible light during dusk to dawn operations.

Height: § 7–218(f)(8): A proposed solar energy generating station and any accessory structures associated with the station must have an average height of not more than 15 feet. This does not apply to equipment necessary for interconnection with the electric system or solar energy generating stations located on land that is also used for agricultural purposes.

Modifications to the Siting Standards: § 7-218(f)(10): The approving authority may enter into a siting agreement with the project owner that provides less stringent restrictions than those specified above.

Approval Authority:

- **Over 1 MW up to 2 MW:** The siting standards will be reviewed by staff and any modifications approved by the Planning Commission. These projects are currently reviewed and approved by the Planning Commission as major site plans.
- **Over 2 MW:** The siting standards will be reviewed by staff and any modifications approved by the County Commissioners for any solar project over 2 MW (projects subject to the CPCN process).
- **Over 5 MW:** In addition to the siting standards required for projects over 2 MW, a local jurisdiction may deny a solar energy project over 5 MW if it is located on property that as of January 1, 2025, is within:
 - A Tier 1 or Tier 2 mapped locally designated growth area (i.e. Septic Tiers).
Note: Worcester County did not adopt the tier maps.
 - A residential area defined in § 5-1601 of the Natural Resources Article as:
 - Medium density areas: zoned for densities greater than 1 dwelling unit per 5 acres and less than or equal to 1 dwelling unit per acre.
 - High density areas: zoned for densities greater than 1 dwelling unit per acre.
 - A mixed-use area with a residential component.

The total combined number of solar energy systems within a Priority Funding Area shall not exceed more than 5% of the total land area (195,332 acres) in a Priority Preservation Area that was established before January 1, 2025. This is equal to 9,766.6 acres.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

EMERGENCY BILL 25-

BY:

INTRODUCED:

AN EMERGENCY BILL ENTITLED

AN ACT Concerning

Zoning – Solar Energy Systems
and
Public Health - Nuisances

For the purpose of amending the Zoning and Subdivision Control Article to amend definitions for solar energy systems; refine the review process for utility scale solar systems; and add decommissioning procedures and bonding for certain systems. To amend the Public Health Article to add non-decommissioned solar energy systems as a public nuisance.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy power system” and the replacement of the term “solar energy system” to read as follows:

SOLAR ENERGY SYSTEM — Any device or facility that converts solar energy into electrical energy either directly, as in the case of photovoltaic cells, or indirectly by first capturing and/or concentrating solar radiation for the purpose of converting any liquid to a gas used to fuel or propel an electrical generator. All references herein to the rated capacity of solar systems or equipment are as stated in the manufacturer's maximum power rating for the solar panel system as alternating current (AC) wattage.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy system, large” and the replacement of the term “solar energy system, major” to read as follows:

SOLAR ENERGY SYSTEM, MAJOR — A ground-mounted solar energy system with a rated capacity of more than two hundred kilowatts up to and including two megawatts, the principal purpose of which is to provide electrical power for sale to the general power grid or to be sold to other power consumers through a power purchase agreement as part of a net metering project which may include both physical or virtual aggregation, or be consumed on-site.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy system, medium” and the replacement of the term “solar energy system, minor” to read as follows:

SOLAR ENERGY SYSTEM, MINOR — A ground-mounted solar energy system with a rated capacity of no more than two hundred kilowatts or a roof mounted solar energy system of any capacity and serving, or designed to serve, any agricultural, residential, commercial, institutional or industrial use the principal purpose of which is intended to reduce on-site consumption of utility power by generating electricity on a single lot or parcel or group of adjacent lots or parcels.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the deletion of a definition of the term “solar energy system, small”.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy system, utility scale” and the replacement of the term “solar energy system, utility” to read as follows:

SOLAR ENERGY SYSTEM, UTILITY— A ground-mounted solar energy system with a rated capacity in excess of two megawatts, the principal purpose of which is to provide electrical power for sale to the general power grid.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(d) 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:

- (d) Solar energy system or heating equipment. Solar energy systems and solar energy heating equipment shall be permitted subject to the following conditions and limitations:
 - (1) Minor solar energy systems and solar energy heating equipment shall be permitted in all zoning districts subject to the following requirements:
 - A. Solar energy heating equipment may be a part of or attached to a principal or accessory structure located on a site and shall be subject to the same setback and height limitations of said structure except as may be modified by § ZS 1-305(k)(1)D hereof. Where not a part of or attached to a principal or accessory structure, solar energy heating equipment shall be considered an accessory use on any lot or parcel of land and shall be subject to the setback and height limitations as contained in the particular zoning district for other customary

accessory structures which are directly incidental to the permitted principal uses and structures on the site.

- B. Minor solar energy systems may be attached to or a part of a principal or accessory structure located on a site or may be located as freestanding independent arrays, systems or structures. In all cases they shall be subject to the setback and height limitations for the principal structure.
- C. All mechanical equipment associated with and necessary for the operation of the solar energy system shall not be located in the minimum front yard setback and shall be subject to the setback requirements for customary accessory structures in the zoning district.
- D. All mechanical equipment shall be screened from any adjacent property which is in the R-1, R-2, R-3, R-4 or V-1 Districts or used for residential purposes. The screen shall consist of shrubbery, trees or other ornamental or natural vegetation sufficient to provide an immediate visual barrier to the equipment. In lieu of a vegetative screen a decorative fence may be used.
- E. All solar panels shall be situated in such a manner as to prevent concentrated solar radiation or glare from being directed onto adjacent properties, roads, or public gathering places.
- F. All power transmission lines for freestanding ground-mounted solar energy systems or pipes from solar energy heating equipment connecting freestanding systems to a building shall be located underground.
- G. Signage or text on solar energy systems may be used to identify the manufacturer, equipment information, warning or ownership but shall not be used to display any commercial advertising message or anchor any streamers, balloons, flags, banners, ribbons, tinsel or other materials to attract attention.
- H. Any ground-mounted system which has not produced any electricity for a period of twelve months or more or found to be unsafe by the Building Official shall be considered abandoned and, as such, shall be repaired or decommissioned and removed by the property owner. The decommissioning shall include the removal of the solar energy system and all equipment, electrical components, support structures, cabling, or any other part of the system that is at ground level or above. The property owner shall be responsible for completing the decommissioning within ninety days of abandonment.
- I. Individual photovoltaic cells or small groups of such cells attached to and used to either directly power, or charge a battery which does so, an individual device such as a light fixture, fence charger, radio or water pump shall not be considered as a minor solar energy system as defined herein and may be used

in any zoning district without regard to lot or setback requirements.

- (2) Major and utility solar energy systems with a rated capacity of one megawatt or greater shall comply with the provisions of § 7-218 of the Public Utilities Article, Annotated Code of Maryland, as from time to time amended. The County Commissioners may adopt policies for the approval of modifications to the standards listed therein.
- (3) Major and utility solar energy systems shall be set back a minimum of one hundred feet from all property lines. Notwithstanding the provisions of § ZS 1-116, the Planning Commission or County Commissioners may reduce the setback for any system subject to the provisions of § 7-218 of the Public Utilities Article, Annotated Code of Maryland, as from time to time amended.
- (4) All major solar energy systems with a rated capacity of more than two hundred kilowatts up to and including one megawatt shall provide a vegetated buffer at least six feet in width if solar panels are located within five hundred feet of any property zoned or used for residential purposes, said buffer to be located within the required yard setback adjoining such residential use or zoning district.
- (5) All major solar energy systems shall be reviewed and processed as a major site plan in accordance with the provisions of § ZS 1-325 hereof.
- (6) Utility solar energy systems shall be reviewed in accordance with a two-step process. The first step must be completed in its entirety, including the obtaining of all necessary decisions, prior to proceeding to the second step.
 - A. Step I concept plan approval. In this step the applicant shall submit a draft environmental review document as specified in COMAR 20.79.02-.04 and a concept site plan as specified in COMAR 20.79.03.01 as from time to time amended. This submission shall constitute the application for a utility solar energy system.
 1. The Department shall review the concept plan and written information. The Department may request additional information from the applicant and may require changes or make suggestions to the applicant with regard to the application and its conformance with other sections of the Zoning and Subdivision Control Article and other pertinent laws and programs. The Department shall prepare a report to the County Commissioners of its findings and recommendations, a copy of which shall also be supplied to the applicant. The findings shall include:
 - (i) A statement or finding whether the proposed project is consistent with the current Comprehensive Plan.
 - (ii) A statement or finding whether the proposed project is consistent

with the Zoning and Subdivision Control Article.

(iii) Compliance with or modifications requested to the provisions of § 7-218 of the Public Utilities Article, Annotated Code of Maryland, as from time to time amended.

(iv) Suggestions for improving or modifying the application.

2. The County Commissioners shall consider the application and recommendation of the Department within ninety days of receipt of the Department's report, unless extended by a majority vote of the County Commissioners. The County Commissioners shall review the application and the Department's report and shall find the application consistent or inconsistent with the required findings. Should the County Commissioners fail to render a decision on the application within six months of their review, the findings outlined in the Department's report shall be adopted as the final report.

B. Step II master site plan approval. Upon completion of Step I the project shall be reviewed and processed as a major site plan in accordance with the provisions of § ZS 1-325 hereof.

(7) Decommissioning. Major and utility solar energy systems, where the principal purpose is to provide electrical power for sale to the general power grid or to be sold to other power consumers through a power purchase agreement, shall provide a decommissioning plan and bond for review and approval by the Department as part of the site plan review process.

A. The plan shall include:

1. The expiration date of the contract, lease, easement, or other agreement for installation of the solar energy system and a timeframe for removal of the solar energy system within one year following termination of the use.
2. A requirement that the operator or property owner provide the Department with written notice whenever the solar energy system is out of active production for more than six months. At any point in time that the Department suspects that a solar energy system is no longer in active production, the operator and property owner grant the Department the right to conduct an on-site inspection. Any facility that ceases to produce electricity for twelve months shall be considered abandoned.
3. An initial cost estimate prepared by an independent certified professional engineer approved by the county for decommissioning, dismantling, restoration of the site and lawful disposal of all components. While recycling and reuse of materials is recommended, the salvage costs shall

not be deducted from the overall estimate.

4. A decommissioned site shall be restored to its original predevelopment condition within twelve months of the proposed date of discontinued operation or abandonment. Restoration to predevelopment conditions shall be documented in the decommissioning plan and include:
 - (i) Removal of all above and below ground solar electric systems, buildings, cabling, electrical components, foundations, pilings, and any other associated facilities.
 - (ii) Disposal of all solid and hazardous waste shall be in accordance with local, state, and federal waste disposal regulations.
 - (iii) Removal of all concrete pads, graveled areas, fences, and access roads unless agreement is presented, in writing, in which the property owner agrees for these features to remain.
 - (iv) Removal of substations, overhead poles, and/or aboveground electric lines located on-site or within a public right-of-way that are not usable by any other public or private utility.
 - (v) Replacement of topsoil removed or eroded.
 - (vi) Re-vegetation of disturbed areas with native seed mixes and plant species suitable to the area or evidence of an approved nutrient management plan.
 - (vii) Onsite burial of any material associated with the solar energy generating system during restoration of the site to predevelopment conditions is prohibited.
 - (viii) A requirement for county inspection and approval of the decommissioning and reclamation of the site before the release of any financial surety.
- B. Failure to comply with the requirements of this section shall authorize, but not require, the county to remove the solar energy system and restore the site to its predeveloped condition at the expense of the operator or property owner. Any unpaid and delinquent statement shall become a lien upon all real estate and personal property of the subject in the same manner as delinquent taxes and a notation shall be made upon the tax records of the County Finance Officer.
- C. Prior to issuance of a building permit, the operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form acceptable to the county to secure payment of 125% of the anticipated cost of

removal of associated site improvements and restoration of the site to its predevelopment condition. The financial assurance will be reviewed and approved by the Department and shall remain in full force and effect while the solar energy generating system remains in place. The financial assurance shall be established with automatic renewals.

1. Every five years, the operator shall provide the Department with an updated cost estimate prepared by an independent certified professional engineer for decommissioning and restoration of the site. The Department may increase or decrease the amount of financial surety required if the county determines, in its sole discretion, that the posted security no longer equals 125% of the decommissioning cost.
 2. Before decommissioning can commence, a decommissioning cost estimate must be prepared by an independent certified professional engineer, regardless of the amount of time that has passed since the prior cost estimate. If the change in the estimated cost to decommission and restore the site exceeds the current financial surety, then the financial surety shall be increased to reflect the new estimated costs.
- D. Notice must be provided to the County within 30 days of the sale or transfer of the lease or property, and a new financial guarantee must be provided by the new lease holder or property owner.
- E. Decommissioning must be completed within twelve months of the proposed date of discontinued operation or abandonment. If decommissioning is not successfully completed within twelve months, the solar energy system becomes a nuisance and the County may act in accordance with § PH 1-101(a)(14) of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland.

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-305(k)(1)D 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:

- D. Bay windows, balconies, chimneys and solar energy heating equipment may project a distance not to exceed three feet, provided that such features do not occupy, in the aggregate, more than one-third of the length of the wall on which they are located.

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-105(c)(6) 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:

- (6) Minor solar energy systems and solar energy heating equipment, subject to the requirements of § ZS 1-344(d) hereof.

Section 9. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(b)(18) 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:

- (18) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 10. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-202(b)(19) 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:

- (19) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 11. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-203(c)(15) 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:

- (15) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 12. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-204(c)(17) 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:

- (17) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 13. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-209(c)(14) 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:

- (14) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 14. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-210(c)(15) 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:

- (15) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 15. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-211(c)(10) 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:

- (10) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 16. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-212(b)(21) 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:

- (21) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 17. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-213(b)(24) 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:

- (24) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 18. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § PH 1-101(a)(14) of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § PH 1-101(a)(15) and a new subsection § PH 1-101(a)(14) be enacted to read as follows:

- (14) A major or utility solar energy system not successfully decommissioned within twelve months of the proposed date of discontinued operation or abandonment pursuant to § ZS 1-344(d)(7) of the Zoning and Subdivision Control Article of the Public Local Laws of Worcester County.

Section 19. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect immediately upon passage.

PASSED this _____ day of _____, 2025.

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

August 11, 2025

To: Worcester County Commissioners
 From: Karen Hammer, Administrative Assistant V
 SUBJECT: PAB and ACC

Please reappoint the Police Accountability Members below, whose terms expire July 31st
 Three members have 1-year terms, and four members have 2-year terms:

<u>Member's Name</u>	<u>Nominated by</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Jerred Johnson	Abbott	Pocomoke	22-23-24-25 Reappoint
Mary Burgess	Bertino	Ocean Pines	22-23-24-25 Reappoint
Joseph Theobald	Mitrecic	Ocean City	22-23-24-25 Reappoint
Carol Frazier	Bunting	N. Ocean Pines	22-24 Reappoint
John Simms	Fiori	Berlin	22-24 Reappoint
Quincy Shockley	Elder	Snow Hill	22-24 Reappoint
Dr. Mark Bowen	Purnell	W. Ocean City	25-27 Newly appointed

Please reappoint the Police Accountability Members below, whose terms expire August 31st
 Two members have 1-year terms, and three members have 2-year terms:

<u>Member's Name</u>	<u>Nominated by</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Vacant	PAB Chair	Ocean City	22-24 TBD
John Simms III	PAB	Berlin	22-23-25 Reappoint
Dr. Mark Bowen	PAB	Berlin	22-24 Reappoint
John Trumpower	Bertino	Ocean Pines	22-24 Reappoint
James Beard	Purnell	Berlin	22-23-25 Reappoint



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

August 7, 2025

To: Worcester County Commissioners
 From: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2025

Commissioner Bertino – You have Two (2) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board

Commissioner Purnell – All of your positions have been assigned. Thank you!

Commissioner Bunting - You have One (1) position open:

- Harry Hammond – Term Ending – Social Services Advisory Bd.

Commissioner Abbott – You have Three (3) positions open:

- Kevin Holland – Term Ending – Building Code Appeals Bd.
- Keri-Ann Byrd – **Resigned** – Housing Review Board
- Dianna Harris - **Resigned** - Commission For Women

Commissioner Mitrecic – You have Two (2) positions open:

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

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

- Joan Scott - **Resigned** - Commission for Women

Commissioner Fiori - You have Four (4) positions open:

- Joe Schanno – Term Ending – Economic Development
- Keith Swanton -Term Ended Dec. 2021- Water & Sewer Advisory Council, West Ocean City
- Blake Haley – Term Ended Dec. 2024 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment



All Commissioners:

(5)-Adult Public Guardianship Board -

4- Terms Expiring Dec. 2023-attached summary in open session

1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

(1) -Drug and Alcohol Abuse Council –1- Term Ending – Kim Moses

(1) - Worcester County Board of License Commissioners: 1-Vacancy – William Esham, Jr.
 Interested applicants should apply through the state's online portal, govappointments.maryland.gov. Vetting has not started yet but could begin as early as next month. This is a four-year term.

(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.),

(1)– Property Tax Assessment Appeal Board - Alternate Seat Vacancy

(2)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended Dec. 2021 – Keith Swanton and Blake Haley

(5- Total): Commission for Women:

(2) - Resigned - (Fiori) - Elizabeth Rodier; (Elder) – Joan Scott

(3) Currently Termed Out - Kimberly List (Mitrecic),

Term Ends Dec. 2025 - Colleen Colson (Kelsey Moran – Suggested replacement for C. Colson, in Dec. 2025)

(Term ends in Dec. 2025), Windy Phillips - (BD. of ED).

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

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
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
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20-24-28

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
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25
Eric Gray (Designee)	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
Matthew Giardina	Knowledgeable on Substance Abuse Issues	24-28
<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
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
C.D. Hall	D-1, Abbott	Pocomoke	*22-24-28

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)

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 Resigned
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

BOARD OF LICENSE COMMISSIONERS

Reference: Article 2B, Section 15-101 - Annotated Code of Maryland

Appointed by: Governor (with advice and consent of Senate, if in session)

Function: Regulatory
Issue alcoholic beverages licenses provided for by State Law

Number/Term: 3 (1 alt.) 4 years
Terms Expire June 30th

Compensation: Chairman = \$2,500 per year
Members = \$2,100 per year
Set by County Commissioners (minimum established by Art. 2B, §15-109(y))

Meetings: 1 per month

Special Provisions: Chairman appointed by Governor

Staff Contact: April Payne, Liquor License Administrator - Department of
Development Review & Permitting (410-632-1908)

Current Members

Martha W. Pusey	Snow Hill	16-20, 20-24
(C)William E. Esham, Jr.	Ocean City	*86-21-25 Vacant
Reese F. Cropper, III (alt.)	West Ocean City	17-21, 21-25
R. Charles Nichols, Jr.(chair)	Berlin	07-19-23-27

Prior Members: Since 1972

William Esham
 William Scott
 Earl T. Grant
 Elton J. Killmon
 Charles S. Jenkins, Sr.
 Thomas K. Coates
 Paul C. Ewell (93-97)
 David Bruning (88-97)
 Lawrence T. Whitlock (95-03)
 G. Marvin Steen (96-05)
 L.B. McClaflin (03-07)
 W. Leonard Brown (96-12)
 Marc L. Scher (12-16)
 John F. Hess, Sr.-alt. (05-17)

* = Appointed to fill an unexpired term

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

ITEM 19

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
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
Tina Kolarik	Dist. 6 - Bunting	Resident -Bishopville	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)
Steve Ashcraft (19-24)

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

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 the 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, and 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 the Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1365)

<u>Current Members:</u>	<u>Representing:</u>	<u>Term:</u>
Vacancy - Alternate		
Richard Ramsay	Snow Hill	*21-22 -27
Martha Bennett	Berlin	19-24
Michael Chandler	Snow Hill	24-29

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	Steven Rakow (18-22)
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

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>
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
Mike Wyatt	Town of Pocomoke City		24-28

Prior Members: (Since 1994)

Ron Cascio (94-96)	Frederick Stiehl (05-06)	Rodney Bailey *19
Roger Vacovsky, Jr. (94-96)	Eric Mullins (03-07)	Steve Brown *10-19
Lila Hackim (95-97)	Mayor Tom Cardinale (05-08)	Bob Augustine 16-19
Raymond Jackson (94-97)	William Breedlove (02-09)	Michael Pruitt *15-19
William Turner (94-97)	Lester D. Shockley (03-10)	James Rosenburg (*06-19)
Vernon "Corey" Davis, Jr. (96-98)	Woody Shockley (01-10)	Jamey Latchum *17-19
Robert Mangum (94-98)	John C. Dorman (07-10)	Hal Adkins (*20-21)
Richard Rau (94-96)	Robert Hawkins (94-11)	Mike Poole (11-22)
Jim Doughty (96-99)	Victor Beard (97-11)	Michelle B-El Soloh (*19-24)
Jack Peacock (94-00)	Mike Gibbons (09-14)	
Hale Harrison (94-00)	Hank Westfall (00-14)	
Richard Malone (94-01)	Marion Butler, Sr. (00-14)	
William McDermott (98-03)	Robert Clarke (11-15)	
Fred Joyner (99-03)	Bob Donnelly (11-15)	
Hugh McFadden (98-05)	Howard Sribnick (10-16)	
Dale Pruitt (97-05)	Dave Wheaton (14-16)	
	Wendell Purnell (97-18)	
	George Tasker (*15-20)	

* = 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
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25
Gail Fowler	West Ocean City	99-23-27
Deborah Stanley	West Ocean City	95-23-27

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)	

* = Appointed to fill an unexpired term
^c = Charter member

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 Termed Out
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 Will Term Out
Windy Phillips	Board of Education		19-22-25 Will Term Out
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
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26 Resigned
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
Michelle Goad	D-1, Abbott	Pocomoke City	25-28
Cheryl Middleton	At-Large	West O. City	25-28

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Marie Velong ^c (95-99)	Christine Selzer (03)
Helen Henson ^c (95-97)	Carole P. Voss (98-00)	Linda C. Busick (00-03)
Barbara Beaubien ^c (95-97)	Martha Bennett (97-00)	Gloria Bassich (98-03)
Sandy Wilkinson ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Carolyn Porter (01-04)
Helen Fisher ^c (95-98)	Lil Wilkinson (00-01)	Martha Pusey (97-03)
Bernard Bond ^c (95-98)	Diana Purnell ^c (95-01)	Teole Brittingham (97-04)
Jo Campbell ^c (95-98)	Colleen McGuire (99-01)	Catherine W. Stevens (02-04)
Karen Holck ^c (95-98)	Wendy Boggs McGill (00-02)	Hattie Beckwith (00-04)
Judy Boggs ^c (95-98)	Lynne Boyd (98-01)	Mary Ann Bennett (98-04)
Mary Elizabeth Fears ^c (95-98)	Barbara Trader ^c (95-02)	Rita Vaeth (03-04)
Pamela McCabe ^c (95-98)	Heather Cook (01-02)	
Teresa Hammerbacher ^c (95-98)	Vyoletus Ayres (98-03)	
Bonnie Platter (98-00)	Terri Taylor (01-03)	

* = Appointed to fill an unexpired term

^c = Charter member



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: August 14, 2025
 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 July 24, 2025 and July 31, 2025 Thank you.

NOTICE
OF
PROPOSED CHANGE IN ZONING

WEST SIDE OF RACETRACK ROAD
SOUTH OF GUM POINT ROAD, BERLIN
THIRD TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 448 has been filed by Mark Cropper on behalf of Racetrack Plaza, LLC, property owner, for an amendment to the Official Zoning Maps to change approximately 1.0729 acres of land located on the west side of MD Route 589 (Racetrack Road) south of Gum Point Road, Berlin, in the Third Tax District of Worcester County, Maryland, from RP Resource Protection District to C-2 General Commercial District. The Planning Commission has given a favorable recommendation for Areas A and B, and an unfavorable recommendation was given for Area C.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a
PUBLIC HEARING

on
TUESDAY, AUGUST 19, 2025
at 10:30 A.M.

IN THE COUNTY COMMISSIONERS' MEETING ROOM
 WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
 ONE WEST MARKET STREET
 SNOW HILL, MARYLAND 21863

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 448 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 448 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 448

APPLICANTS:

**Racetrack Plaza, LLC
c/o Michael Lupacchini
854 Man O War Lane
Berlin, MD 21811**

ATTORNEY FOR THE APPLICANT:

**Mark S. Cropper
6200 Coastal Highway, Suite 200
Ocean City, Maryland 21842**

July 3, 2025

WORCESTER COUNTY PLANNING COMMISSION

TABLE OF CONTENTS

I.	Introductory Data	Pages 3 - 4
II.	Testimony Before the Planning Commission	Pages 4 - 7
III.	Findings and Conclusions	Pages 7 - 8
IV.	Planning Commission Recommendation	Page 9
V.	Related Material and Attachments	
A.	Exhibits	Pages 10 - 11
B.	Copy of Written Staff Report	Pages 12 - 20
C.	Attachments to the Staff Report:	
1.	Comments from Robert J. Mitchell, Worcester County Environmental Programs Director (revised)	Pages 21 - 22
2.	Comments from Brian Soper, Worcester County Natural Resources Administrator (revised)	Page 23
3.	Comments from Critical Area Commission (revised)	Pages 24 – 25
4.	Maps of Petitioned Areas A, B and C	Pages 26 – 28
5.	Comments from Robert J. Mitchell, Worcester County Environmental Programs Director (initial)	Pages 29 – 30
6.	Comments from Brian Soper, Worcester County Natural Resources Administrator (initial)	Page 31
7.	Comments from Critical Area Commission (initial)	Pages 32 – 33
8.	Comments from Jeff Fritts, Access Management, Maryland State Highway Administration	Page 34
9.	Memo requesting comments	Pages 35 – 36
7.	Maps of petitioned area	Pages 37 - 43
9.	Application for Amendment of Official Zoning Map with attachments	Pages 44 - 54

I. INTRODUCTORY DATA

A. CASE NUMBER: Rezoning Case No. 448, filed on January 28, 2025, revised on March 15, 2025.

B. APPLICANT: Racetrack Plaza, LLC
c/o Michael Lupacchini
854 Man O War Lane
Berlin, MD 21811

ATTORNEY: Mark S. Cropper
6200 Coastal Highway, Suite 200
Ocean City, Maryland 21842

C. TAX MAP/PARCEL: Tax Map 21, Parcel 79, Tax District 03

D. SIZE: The petitioned area consists of ±1.07 acres out of an approximately 9.25-acre parcel.

Area **A** is approximately 0.80 Acres or 34,848 Square Feet
Area **B** is approximately 0.01 Acres or 255.33 Square Feet
Area **C** is approximately 0.26 Acres or 11,507.28 Square Feet

E. LOCATION: 10329 Racetrack Road, Berlin, MD. It is on the west side of Racetrack Road just north of Ocean Downs, between Gum Point Road to the north and Griffin Road to the south.

F. CURRENT USE OF PETITIONED AREA: The petitioned area is currently an unimproved, wooded parcel with an abandoned home.

G. CURRENT ZONING CLASSIFICATION: RP Resource Protection District. The overall parcel contains both RP District and C-2 General Commercial District.

As defined in the Zoning Code, this district is primarily intended to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect.

H. REQUESTED ZONING CLASSIFICATION: C-2 General Commercial District.

As defined in the Zoning Code, the intent of this district is to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility.

- I. **APPLICANT’S BASIS FOR REZONING:** The application indicates that there is a substantial change in the character of the neighborhood since the last Comprehensive Rezoning on November 3, 2009. The applicant also alleges that a mistake was made by not having the zoning boundary follow the Critical Area boundary. Staff notes that the Critical Area Commission is proposing to reclassify Areas A and B as Limited Development Area (LDA), however Area C is proposed to remain Resource Conservation District (RCA).
 - J. **ZONING HISTORY:** At the time zoning was first established in 1964, the petitioned area was given an A-1 Agricultural District classification, which was retained in the subsequent 1978 Comprehensive rezoning. In the 1992 comprehensive rezoning it changed to the E-1 Estate District. In 2009, the southerly portion of the property retained the E-1 Estate District designation, while the northerly portion was designated as RP Resource Protection District. This parcel was included in a sectional rezoning, approved on January 8, 2019, via Resolution No. 19-2 which rezoned only the E-1 Estate District portion of the property to C-2 General Commercial District.
 - K. **SURROUNDING ZONING:** Adjoining properties to the east are zoned A-2 Agricultural District; to the west is zoned E-1 Estate District; to the north is zoned RP Resource Protection District; and to the south is zoned C-2 General Commercial District.
 - L. **COMPREHENSIVE PLAN:** According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Commercial Center Land Use Category as amended in 2024. Pertinent objectives from the Plan have been highlighted in the staff report presented to the Planning Commission.
 - M. **WATER AND WASTEWATER:** According to the attached response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Sewer Service Planning Category of S-6/W-6 (no planned service) in the Master Water and Sewerage Plan. Prior to being able to apply for public sanitary capacity, the owner would need to amend the Master Water and Sewerage Plan to include the subject property in the sewer and water planning areas for the Ocean Pines Sanitary Area.
 - N. **ROAD ACCESS:** The petitioned area fronts on and currently has access to MD Route 589, a State-owned and -maintained roadway. MD Route 589 connects to US Rt. 50, US Route 113 and MD Route 90. The Comprehensive Plan classifies MD Route 589 as a two-lane secondary highway/major collector highway.
- II. **APPLICANT’S TESTIMONY BEFORE THE PLANNING COMMISSION**

In attendance were Mark Cropper, attorney for the applicant; Michael Lupacchini, member, Racetrack Plaza, LLC; and Frank Lynch, Jr., Maryland Registered Land

Surveyor.

Mr. Cropper introduced Frank Lynch, Jr. as an expert witness. He then described the location of the subject property. The applicant is seeking to adjust the current zoning boundary between the C-2 General Commercial District and the RP Resource Protection District. This request is based first on a change in the character of the neighborhood, as defined and accepted under Rezoning Case Nos. 392 and 396. Following those rezoning requests, Mr. Cropper noted that he filed individual rezoning requests for multiple properties across from the Casino at Ocean Downs that were either zoned A-1 Agricultural District or E-1 Estate District to C-2 General Commercial District. The County Commissioners agreed to convert those individual rezoning applications into a comprehensive (sectional) rezoning, which incorporated approximately 15 properties between US Route 50 (Ocean Gateway) to the south, north to Turville Creek, and located on the westerly side of MD Route 589 (Racetrack Road). The County Commissioners adopted Resolution No. 19-2 which rezoned those properties to C-2 District. As a comprehensive (sectional) rezoning, specific, individual site characteristics were not the determining factor in how that zoning line was arranged.

Mr. Cropper explained that last year, he came before the Planning Commission and County Commissioners with an amendment to the 2006 Comprehensive Plan Land Use Map to change the land use designation from Agricultural to Commercial Center. Without the amended land use designation, his client could not proceed with a request for a Water and Sewer Amendment. The amendment was adopted in 2024.

The second purpose of this request is based on a mistake in the boundary between the C-2 District and the RP District. Mr. Cropper alleges that the zoning boundary should have been aligned with the Critical Area designation. The Limited Development Area (LDA) allows commercial uses, but the Resource Conservation Area (RCA) does not. Mr. Cropper referred to Applicant's Exhibit A which was submitted with the revised application. Mr. Lynch explained the zoning and Critical Area boundary lines on his exhibit. He stated that he worked with county staff to get a determination of where the lines were, as the tax maps had shown the parcel boundary incorrectly. The tax maps have been updated with the boundary survey data provided. Mr. Lynch alleges that there are inconsistencies. For example, the non-tidal wetland line almost resembles the RCA boundary. Therefore, he claimed that the physical condition in the field matches the proposed amended Critical Area map, and what is not correct is the official, adopted 2002 Critical Area map.

Mr. Cropper reiterated that based on prior rezonings, including of the subject parcel, there should be no dispute that there has been a change in the character of the neighborhood that supports a commercial zoning designation, which is why those rezoning cases were approved. In addition, Mr. Cropper stated that there was a mistake in the zoning, as outlined in the 2006 Comprehensive Plan, pages 20 and 21, submitted as Applicant's Exhibit No. 1. The Plan states that the E-1 Estate District was to be eliminated with the next comprehensive rezoning, which did not occur in 2009. This is one of the reasons

why the subject parcel was rezoned from E-1 District to C-2 District in 2019. The second mistake is site specific. Mr. Cropper reiterated that the C-2 District zoning stops short of the LDA/RCA boundary on Mr. Lynch's exhibit. The applicant is requesting a zoning classification that is consistent with the land use map update.

As part of this application, the Critical Area Commission (CAC) and staff reviewed the three petitioned areas which are labeled on the maps as Areas A, B and C. The 2002 adopted Critical Area maps were reviewed, and staff worked with the Critical Area staff to evaluate potential revisions to the proposed Critical Area maps. Mr. Cropper noted that the Critical Area staff did not oppose the request for Areas A and B, as the zoning would be consistent with the proposed LDA boundary when the new maps are adopted. The main issue is Area C. Mr. Cropper contends that Mr. Lynch's exhibit shows Area C as 90% uplands, not wetlands. However, the CAC did not agree to modify this area on the proposed Critical Area maps and is showing it as RCA. Mr. Cropper said they will be requesting that Area C be adjusted on the proposed Critical Area maps. He claims that there is no reason to designate it as RCA when it meets LDA criteria.

Mr. Barbierri clarified with staff that if the Planning Commission were to give a favorable recommendation on the rezoning for Areas A and B, but not Area C, could the applicant come back after working with the CAC? Staff agreed that they could. Mrs. Drew asked about the January 2025 notifications for the Critical Area map changes. The most recent letter that addresses the subject parcel was from June 16, 2025, in the staff report package. The rezoning application was filed in January 2025, and they met with staff in March 2025 to revise the initial exhibit. Mr. Cropper noted that there have been various communications between staff, the applicants and CAC staff. He reiterated the change and mistake arguments, stating that Exhibit A is accurate and should be what controls.

The mistake claimed is that the C-2 District and RP District boundary line should correspond with the LDA and RCA Critical Area line. Mr. Soper stated that the 2002 Critical Area maps were accurate and the boundaries as shown are what controls, even though the parcel line was not accurate. The Critical Area staff reviewed Applicant's Exhibit A and adjusted/ verified Areas A and B on the proposed draft maps, as well as the RCA boundary that runs in a north-south orientation down the westerly property boundary. However, they did not concur with the applicant on Area C; that remains in the RCA designation. It is the staff's position that the rezoning of Area C would therefore not be consistent with the mistake argument on the proposed Critical Area boundary line. Mr. Soper stated that if the applicants disagree with the Critical Area map, then they may apply for a Critical Area map amendment. Staff cannot change the line administratively.

Several Planning Commission members felt that a favorable recommendation for Areas A and B would be a good compromise. Mr. Cropper requested conditional approval for Area C. Staff stated that they do not support a conditional rezoning.

Following the discussion, a motion was made by Mrs. Knight, seconded by Ms. Ott, and

carried unanimously to find the proposed amendment to rezone Areas A and B of the petitioned area from RP Resource Protection District to C-2 General Commercial District consistent with the Comprehensive Plan based on a change in the character of the neighborhood and a mistake, and forward a favorable recommendation to the Worcester County Commissioners for Areas A and B, with an unfavorable recommendation for Area C due to a lack of consistency with the draft Critical Area map designation boundary.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

1. Regarding the definition of the neighborhood: The Planning Commission concurred with the applicant's definition of the neighborhood as outlined in prior Rezoning Case Nos. 392 and 396.
2. Relating to the claim of mistake: The Planning Commission concurred with the applicant's argument that the zoning district boundary should be consistent with the Critical Area designation boundary. Therefore, Areas A and B, which after review of Applicant's Exhibit A by the Critical Area Commission will be amended on the proposed Critical Area maps, will be consistent with this argument. The Critical Area Commission has determined that Area C shall remain in the RCA, and therefore the rezoning of this portion of the petitioned area would not be consistent with the Critical Area designation.
3. Relating to population change: The Planning Commission concluded that there has been nominal population growth in the immediate vicinity of the petitioned areas.
4. Relating to availability of public facilities: The Planning Commission finds that this property is in the W-6/S-6 Category (no planned service) of the Water and Sewerage Plan. Prior to being able to apply for public sanitary capacity, the owner would need to amend the Master Water and Sewerage Plan to include the subject property in the sewer and water planning areas for the Ocean Pines Sanitary Area. As outlined in Mr. Mitchell's memo, records indicate that the property includes an individual well and septic system, both installed in 1971 to serve the existing residence. However, the current functionality of the septic system is unclear. Expanding its capacity would depend on the results of a seasonal soil evaluation, which is unlikely to be favorable due to the presence of extensive non-tidal wetlands and subsurface conditions. These conditions must also meet the requirements set for Management Area A in the county's Groundwater Protection Report. Additionally, the existing well is not constructed in a manner suitable for supporting commercial development. The Planning Commission further acknowledged several expansions of public facilities that have occurred in recent years, such as the sewer line on the Casino at Ocean Downs property south to serve Crabs to Go, as well as the sewer line to serve the Gum Point Road

residential properties.

5. Relating to present and future transportation patterns: The Planning Commission noted that this parcel has road frontage on MD Route 589 (Racetrack Road), a major collector highway. Road upgrades have occurred along MD Route 589 since the 2006 Comprehensive Plan and 2009 comprehensive rezoning as outlined in the staff report, including the installation of traffic lights at the Casino at Ocean Downs and the Atlantic General Hospital outpatient facility. Additional road improvements are proposed, but there is no defined timeframe for completion. The Planning Commission acknowledges that any road improvements and entrance designs will be determined by Maryland Department of Transportation, State Highway Administration during the review of site specific development plans and an access management permit.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the request is consistent with the Findings of Fact in Rezoning Case Nos. 392 and 396 and Resolution No. 19-2 (sectional rezoning). In Rezoning Case No. 396, the Planning Commission and County Commissioners concluded that the defined neighborhood displays a mixture of land uses, with residential subdivisions and commercial uses being predominant. The Casino at Ocean Downs was also identified as a predominant feature. Furthermore, the Planning Commission acknowledged the existence of non-tidal wetlands and buffer on the subject property. While the adopted 2002 Critical Area maps are not fully consistent with the proposed rezoning, the consideration from the Critical Area Commission to amend the proposed draft Critical Area maps to align Areas A and B with the LDA/RCA boundary, as well as the portion of RCA that can be found in a north-south orientation along the westerly property line, would be consistent. However, Area C would not be consistent, as it is currently proposed to remain in the RCA designation, which does not allow for new commercial uses.
7. Relating to compatibility with the Comprehensive Plan: The Planning Commission found that the property is designated as Commercial Center on the Land Use Map that was amended in 2024. This designation provides sufficient area to provide for anticipated needs for business, light industry, and other compatible uses. Pertinent objectives include locating new development in or near existing population centers and infilling existing population centers without overwhelming their existing character. Supply of commercially zoned land should be balanced with anticipated year-round residents and seasonal visitors. The Planning Commission also found that the request is consistent with the Findings of Fact in Rezoning Case Nos. 392 and 396 and Resolution No. 19-2 (sectional rezoning).

IV. PLANNING COMMISSION RECOMMENDATION

In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there has been a change in the character of the neighborhood, and a mistake had been made with respect to Areas A and B only and that a rezoning of the two petitioned areas from RP Resource Protection District to C-2 General Commercial District is appropriate. The Planning Commission did not concur with the argument for mistake as it pertained to Area C, as it is designated as RCA on the proposed Critical Area maps, and new commercial uses are not permitted in the RCA.

Therefore, the Planning Commission carried unanimously to find the proposed amendment to rezone Areas A and B of the petitioned area from RP Resource Protection District to C-2 General Commercial District consistent with the Comprehensive Plan based on a change in the character of the neighborhood and a mistake, and forward a favorable recommendation to the Worcester County Commissioners for Areas A and B, with an unfavorable recommendation for Area C due to a lack of consistency with the draft Critical Area map designation boundary.

V. RELATED MATERIALS AND ATTACHMENTS

The initial green infrastructure contained in this plan will be reviewed and refined further in the future.



Sensitive areas should be protected

Critical Conservation Areas—The Pocomoke River and Coastal Bays watershed areas have been provided with special land use and natural resource protection through state critical area legislation. Prescribed buffers, habitat protections and special review procedures are mandated. These areas are mapped on separate specific program maps. These maps are kept on file at the Departments of Comprehensive Planning and Development, Review, and Permitting.

Institutional—Institutional land uses are major public properties and facilities. county parks emphasizing active recreation are identified in this category; county passive recreation facilities are identified as green infrastructure.

General Land Use Recommendations

Agricultural land—Do not rezone agricultural land other than through the comprehensive rezoning process.

Growth location—Locate growth inland. The critical area program is a manifestation of the innate environmental value and sensitivity of

the lands bordering the Coastal Bays and their tributaries. This program greatly reduced the permitted development for undeveloped land within 1,000 feet of tidal waters and wetlands.

Long-term this will help ensure the county's viability as a tourist destination and therefore the county's economic security. This plan takes this cue and reinforces it by locating, to the maximum extent feasible, growth areas inland and away from the Coastal Bay tributaries and their headwaters. This strategy will limit water quality and wildlife impacts. Further, by planning for concentrated growth, the impact on working farms will also be minimized.



Excellent design can blend tradition with contemporary elements

Large-lot Zoning—Delete the Estate land use category and associated zoning district. Designed as a transition zone between urban/suburban development and the rural landscape, this category has:

- Consumed excessive amounts of land per housing unit, taking working farms out of production
- Been overtaken by the requirements of the Coastal Bays Critical Area Program⁸, and

⁸ Estate zoning districts allowable density in the Coastal Bays Critical Area was reduced from one dwelling unit (DU) per two acres to one DU per 20 acres in the Resource Conservation Area.

- Failed to achieve truly clustered open space development.

Large lot zoning is incompatible with this plan's approach to new growth. Extensive areas of large lots result in sprawl, which is expensive to serve, damaging to water quality and wildlife, and incompatible with increased mass transit service.

However, large lots will be appropriately integrated into the floating zone/residential planned community-zoning district of the growth areas. Larger lots will fit along greenways at the community's urban/rural boundary.

Urban Design--Challenge the development and design community to a higher standard of quality. Individual and larger-scale developments should be compatible with their neighborhood and further the county's sense of place. Designs should be sensitive to Eastern Shore vernacular architecture.

Scenic Corridor Plans--Complete scenic corridor plans for the remaining unplanned segments of Routes 113, 13, 611, 589, 12 and 50.⁹ These plans should include bike and hiking links countywide.

Access Management--Continue access controls to maintain roadway safety and capacity.

Land Consumption--Reduce land consumption by encouraging compact design and/or by regulating maximum lot sizes in areas served by public services.

Land Preservation--Purchase development rights, scenic easements, and parcels in fee simple to maintain

rural and coastal character and preserve farming.

Rezoning--Consolidate review of rezoning proposals and consider biannually in a comprehensive manner.

Development Standards--Incorporate best management practices for new and existing land uses to reduce their environmental impacts and energy consumption.

Total Maximum Daily Loads (TMDLs)--Develop land use strategies to help meet the TMDLs standards.

The above goal, objectives and recommendations are designed to address the State Planning Act of 1992's original "seven visions" and the vision added in 2000. They are listed below as they apply to Worcester County¹⁰:

1. Development should be concentrated in suitable areas.
2. Sensitive areas should be protected.
3. In rural areas, growth should be directed to existing population centers and resource areas should be protected.
4. Stewardship of the Chesapeake Bay, the Coastal Bays, the lands, the waters and other important natural resources is a universal ethic.
5. Conservation of resources, including a reduction in resource consumption should be fostered.
6. Economic growth is encouraged and regulatory mechanisms should be streamlined.
7. Adequate public facilities and infrastructure under the county's control are available or planned in growth areas.

⁹ Corridor plans have been completed by the county for sections of US 50 and 113 and the state has designated the "Blue Crab Scenic Byway" and "The Beach to Bay Indian View Trail"

¹⁰ The Coastal Bays have been added to vision 4 and vision 7's reference to municipalities has been deleted.

STAFF REPORT

REZONING CASE NO. 448

PROPERTY OWNER: Racetrack Plaza, LLC
C/O Michael Lupacchini
854 Man O War Lane
Berlin, MD 21811

ATTORNEY: Mark Spencer Cropper
6200 Coastal Highway, Suite 200
Ocean City, Maryland 21842

TAX MAP/PARCEL INFO: Tax Map 21, Parcel 79, Tax District 3

SIZE: The petitioned area consists of ±1.0729 acres out of an approximately 9.25-acre parcel.

LOCATION: 10329 Racetrack Road, Berlin, MD. It is on the west side of Racetrack Road just north of Ocean Downs. It sits between Gum Point Road to the north and Griffin Road to the south.

CURRENT USE OF PETITIONED AREA: The petitioned area is currently an unimproved, wooded parcel with an abandoned home.

CURRENT ZONING CLASSIFICATION: RP Resource Protection District.

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

REQUESTED ZONING CLASSIFICATION: C-2 General Commercial District

As defined in the Zoning Code, the intent of this district is to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. The Code also states, in part, that site layout and design features within this district shall be compatible with the community and the County's character.

APPLICANT'S BASIS FOR REZONING: The application indicates that a mistake was made in zoning the petitioned area RP Resource Protection District on November 3, 2009, and that there has been a change in the character of the neighborhood.

ZONING HISTORY: At the time zoning was first established in 1964, the petitioned area was given an A-1 Agricultural District classification, which was retained in the subsequent 1978 comprehensive rezoning. In the 1992 comprehensive rezoning, it changed to the E-1 Estate District. In 2009, the southerly portion of the property retained the E-1 Estate District designation, while the northerly portion was designated as RP Resource Protection District. This parcel was included in a sectional rezoning, approved on January 8, 2019, via Resolution No. 19-2 which rezoned only the E-1 Estate District portion of the property to C-2 General Commercial District.

SURROUNDING ZONING: Adjoining properties to the east are zoned A-2 Agricultural District; to the west is zoned E-1 Estate District; to the north is zoned RP Resource Protection District; and to the south is zoned C-2 General Commercial District.

IN REGARD TO THE APPLICANT'S ARGUMENT FOR MISTAKE AND CHANGE IN THE CHARACTER OF THE NEIGHBORHOOD: The applicant is arguing that there has been a change in the character of the neighborhood since the Comprehensive Rezoning on November 3, 2009, as well as a mistake in the existing zoning boundary line which the applicant believes should be consistent with the Limited Development Area (LDA) line of the Atlantic Coastal Bays Critical Area Law. The applicant defines the neighborhood in the same fashion as prior Rezoning Case Nos. 392 and 396. Changes that have occurred since the last comprehensive rezoning as outlined in the application include:

- Rezoning Case 392 in 2012 for the change from A-1 Agricultural District to C-2 General Commercial District for the tract of the Atlantic General Hospital (AGH) outpatient facility.
- Rezoning Case No. 396, approved in 2016 for the change from A-1 Agricultural District to C-2 General Commercial District for the tract immediately south of the Atlantic General Hospital (AGH) outpatient facility.
- Sectional rezoning of properties along MD Route 589 and McAllister Road, as adopted by Resolution No. 19-2, from E-1 Estate District to C-2 General Commercial District.

Staff notes that the lines defining the zoning districts were generally drawn based on natural features (tree lines, wetlands) and that zoning boundary lines were not necessarily delineated based upon Critical Area boundary lines.

With the updated parcel survey, we were able to accurately reflect the parcel location and overlay the adopted 2002 Critical Area maps and the proposed, but not yet approved, boundaries. Since there are three distinct areas that are being requested for rezoning, we have labeled them A, B and C on the attached maps so there is no confusion. **The current adopted Critical Area maps and associated designations will remain in place until at such time the County adopts the updated maps that the Critical Area Commission is currently working on.**

Area A is approximately 0.80 Acres or 34,848 Square Feet
 Area B is approximately 0.01 Acres or 255.33 Square Feet
 Area C is approximately 0.26 Acres or 11,507.28 Square Feet

Based on the comments received from the Critical Area Commission and Department of Environmental Programs, it is recommended that Area C not be considered for rezoning as it will be inconsistent with the Resource Conservation Area (RCA) designation that prohibits new commercial uses if the draft Critical Area maps are adopted as presented. Further discussion on the Critical Area regulations can be found in the comments provided by the Department of Environmental Programs and the Critical Area Commission.

In light of the recent sectional rezoning and comprehensive plan land use map amendment, it is necessary to evaluate whether a change in zoning for portions of this property—from Resource Protection to General Commercial—is appropriate. This consideration should take into account the updated land use policies, compatibility with surrounding land uses, potential environmental impacts, infrastructure capacity, and alignment with the county’s long-term economic development goals.

COMPREHENSIVE PLAN:

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

According to Chapter 2 – Land Use of the Comprehensive Plan and the associated land use map, the petitioned area lies within the Commercial Centers Land Use Category. Regarding the Commercial Centers Land Use Category, the Comprehensive Plan states the following:

“This category designates sufficient area to provide for anticipated needs for business, light industry, and other compatible uses. Retail, offices, cultural/entertainment, services, mixed uses, warehouses, civic, light manufacturing and wholesaling would locate in commercial centers.” (Page 16)

“The first step is to balance supply with demand. With oversupply, many communities have experienced a succession of commercial developments overtaking their predecessors, resulting in underused and poorly maintained “commercial cinders.” Such “cinders” become a blighting influence.” (Pages 16)

A Comprehensive Plan Amendment was approved in 2024 that changed the Land Use Map for the 589/ McAllister properties from Agricultural to Commercial Center. The amendment included this entire parcel.

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

2. Continue the dominance of agriculture and forestry uses throughout the county's less developed regions
3. Maintain the character of the county's existing population centers.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.
5. Locate new development in or near existing population centers and within planned growth centers.
6. Infill existing population centers without overwhelming their existing character.
8. **Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.**
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
10. Locate employment centers close to the potential labor force.
11. Set high environmental standards for new development, especially in designated growth areas.
15. Balance the supply of commercially zoned land with anticipated year-round residents and seasonal visitors.

(Page 12)

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

Wetlands are another source of basic ecological “services.” Wetlands provide wildlife habitat, food chain support, floodwaters storage, erosion control, groundwater recharge, nutrient cycling, nutrient storage , and pollutant removal.

Pertinent objectives include the following:

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

9. Channel development within a particular site to any existing disturbed areas if possible.
10. Establish sufficient buffers for sensitive areas.

(Page 33)

In Chapter 4, Economy, the Comprehensive Plan states that that the goal is to “[e]xpand Worcester County’s economy so that it will realize its full potential for employment, business, tourism, light industry, agriculture, forestry, and commercial services without compromising the county’s rural and coastal character and its sustainability.”

Pertinent objectives in the Goals, Objectives and Recommendations section include the following:

3. Increase employment opportunities to stem the export of talented young workers.
6. Help existing employers to expand the economy and employment base.
7. Reduce unemployment.

(Page 58)

Pertinent objectives in the Commercial Services section include the following:

2. Provide for suitable locations for commercial centers able to meet the retailing and service needs of population centers.
5. Locate commercial uses so they have arterial roadway access and are designed to be visually and functionally integrated into the community.

(Page 60)

Chapter 6 – Public Infrastructure acknowledges the county’s policy to have developers provide all on-site infrastructure relative to new development. In addition, “infrastructure costs should be borne by those who directly benefit; developers will remain responsible for the services required by new development” (Page 70). Sewer service is identified as “one of the county’s most powerful growth management tools” (Page 74).

Pertinent objectives cited in Chapter 6 – Public Infrastructure - General state the following:

2. Permit development to occur only as rapidly as services can be provided.
3. Ensure adequate public facilities are available to new development.
4. Require new development to “pay its way” by providing adequate public facilities to meet the infrastructure demands it creates. (Page 70)

In Chapter 7 – Transportation, the Comprehensive Plan identifies the MD Route 589 corridor as reaching “an unsatisfactory level-of-service” (Page 80). Therefore, the plan implies that land use should not be intensified in the area, and that the policy shall remain until road capacity is suitably improved. Additionally, Chapter 2 states that “[f]or this planning period, the location of growth has been shifted away from the MD 589 corridor to avoid more transportation problems”

(Page 27). As further explained below, while traffic impacts remain a concern in this corridor, especially on the northern end of the highway, capacity has been slowly improving.

Road improvements that have occurred since the 2006 Comprehensive Plan include:

- The addition of a signalized intersection at MD Route 589 and McAllister Road with road lane upgrades in approximately 2011 with the development of the casino at the Ocean Downs racetrack.
- An additional left turn lane was constructed from US Route 50 onto MD Route 589 in 2020 that also included an additional travel lane extending from US Route 50 to the McAllister Road intersection.
- A signalized intersection with lane upgrades was installed in 2023 in front of the new Atlantic General Hospital outpatient facility.

Chapter 7 includes a section on MD Route 589 and identifies it as a Two Lane Secondary Highway/ Major Collector Highway and contains the following recommendations (Page 85):

- Limit development in the corridor until capacity increases.
- Conduct scenic and transportation corridor planning.
- Dualize after the US 113 project is completed.
- Continue to deflect US 113 traffic to MD 90 rather than MD 589.
- Introduce interparcel connectors and service roads where feasible.

During the 2024 Land Use Map Amendment that changed the land use designation of the 15 parcels adjacent to MD Route 589 and McAllister Road from Agricultural to Commercial Center, the Planning Commission found that in the very limited scope of those parcels, sufficient road improvements have been made to support the proposed land use designation change.

However, members of the Planning Commission strongly recommended that any further land use changes along this corridor should be postponed until further analysis can be conducted during the current comprehensive planning process.

In Chapter 7, Transportation under the heading General Recommendations – Roadways, it states the following (page 87):

1. Acceptable Levels of Service—It is this plan’s policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
3. Traffic studies--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.
4. Impacted Roads--Roads that regularly have LOS D or below during weekly peaks are considered “impacted.” Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.

17. Bike and Pedestrian Mobility--Bike and pedestrian mobility should be given higher priority and designed into new development. A countywide plan should be developed.

This chapter also states that "[c]ommercial development will have a significant impact on future congestion levels. Commercial uses generate significant traffic, so planning for the proper amount, location and design will be critical to maintain road capacity. The current amount and location of commercial zoned land poses problems for the road system, particularly for US 50." (Page 82)

WATER AND WASTEWATER: According to the attached response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Water Service Category of S-6/W-6 (no planned service) in the Master Water and Sewerage Plan. Prior to being able to apply for public sanitary capacity, the owner would need to amend the Master Water and Sewerage Plan to include the subject property in the sewer and water planning areas for the Ocean Pines Sanitary Area.

Records indicate that the property includes an individual well and septic system, both installed in 1971 to serve the existing residence. However, the current functionality of the septic system is unclear. Expanding its capacity would depend on the results of a seasonal soil evaluation, which is unlikely to be favorable due to the presence of extensive non-tidal wetlands and subsurface conditions. These conditions must also meet the requirements set for Management Area A in the county's Groundwater Protection Report. Additionally, the existing well is not constructed in a manner suitable for supporting commercial development.

SOILS - The primary soil types on the petitioned area according to the Worcester County Soil Survey are FadA – Fallsington sandy loams, Ma – Manahawkin muck and UzB - Udorthents. As illustrated on the attached soil map, the westerly portion of the petitioned area is poorly drained with hydric soils, while the easterly portion of the petitioned area is well drained.

EMERGENCY SERVICES: Fire and ambulance service will be available from the Berlin Volunteer Fire Company. The BVFC substation facilities on US Route 50 are located approximately 1.5 miles away while the main BVFC station is located approximately 4.6 miles away. No comments were received from the fire company with regard to this particular review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately 4 miles away, and the Worcester County Sheriff's Office in Snow Hill, approximately 19 miles away. No comments were received from the Maryland State Police Barracks or from the Sheriff's Office.

ROADWAYS AND TRANSPORTATION: The petitioned area fronts on and currently has access to MD Route 589, a State-owned and -maintained roadway. MD Route 589 connects to US Rt. 50, US Route 113 and MD Route 90. The Comprehensive Plan classifies MD Route 589 as a two-lane secondary highway/major collector highway. The Maryland Department of Transportation, State Highway Administration commented that the proposed rezoning will not have a negative impact on the surrounding state roadway network. The developer will need to contact SHA for a commercial access permit once they decide to develop the property.

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

CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS: Mr. Mitchell notes in his memorandum that the petitioned area is located within the Atlantic Coastal Bays Critical Area (ACBCA). The property is designated as both Limited Development Area (LDA) and Resource Conservation Area (RCA).

Per the initial letter from the Critical Area Commission, “[w]hile this office is not opposed to the proposed rezoning within the LDA, any proposed rezoning must be consistent with the Critical Area designation as shown on the Critical Area maps approved by the Commission in 2002.”

Following further discussion between the Critical Area Commission and the Department of Environmental Programs relative to the draft maps that are in production, the Critical Area Commission states in their most recent letter dated June 16, 2025, that they are “opposed to the proposed rezoning on the northwest side of the property as there is a habitat protection area (i.e., a non-tidal wetland and it's buffer).” Additionally, Environmental Programs staff does not support the rezoning of this area because it will retain the RCA designation should the draft maps be adopted as amended. Staff has identified this referenced area as Area C on the map exhibit.

The current adopted Critical Area maps and associated designations will remain in place until at such time the County adopts the updated maps that the Critical Area Commission is currently working on.

FLOOD ZONE: The FIRM map (24047C0160H, effective July 16, 2015) indicates a significantly higher risk of flooding compared to other zones. The existing C-2 District portion of the property is located in the X flood zone, but the RP District portion of the property is primarily in the AE flood zone with a base flood elevation of 5 feet.

PRIORITY FUNDING AREAS: The petitioned area is not within a designated Priority Funding Area (PFA).

INCORPORATED TOWNS: This property is approximately 2 miles from the Town of Berlin.

ADDITIONAL COMMENTS RECEIVED: The following agencies submitted responses (attached):

- Memo from Bob Mitchell, Director Environmental Programs
- Memorandum from Brian Soper, Environments Programs Natural Resources Administrator
- Letter from Kathryn Hayden, Natural Resources Planner with the Critical Area Commission
- Email from Jeff Fritts, Access Management Regional Engineer, MDOT SHA.

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

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



Worcester County Department of Environmental Programs

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

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

Memorandum

To: Jennifer Keener, Director, DDRP

From: Robert J. Mitchell 
Director, Environmental Programs

Subject: **EP Staff Comments on Rezoning Case No. 448 (revised)**
Worcester County Tax Map 21, Parcel 79
Reclassify approximately 1.0729 Acres of
RP C-2 Commercial District

Date: 6/25/25

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

The Department of Environmental Programs has the following comments:

1. The property has a Commercial Center land use designation in the Land Use Map in the *Comprehensive Plan*. Properties to the south bordering Racetrack Road also have a Commercial Center Land Use Designation.
2. The subject property has a designation of Sewer Service Category S-6 (*no Planned Service*). Prior to being able to apply for public sanitary capacity, the owner would need to amend the *Master Water and Sewerage Plan* to include the subject property in the sewer and water planning areas for the Ocean Pines Sanitary Area. There is an engineering study underway to provide the basic design for connection of properties adjacent to the existing Ocean Pines Water and Sewer Planning Areas. Connection to existing sewer collection and water distribution systems for the Ocean Pines district would require conformance with the design parameters from that study.
3. Our well and septic records show the property improved with existing individual well and septic installed in 1971 for the residence. Use of the septic system is uncertain, and additional capacity would only be realized with a successful seasonal soil evaluation, which would be doubtful considering the presence of considerable non-tidal wetlands and subsurface conditions will need to adhere to standards for Management Area A of the county’s Groundwater Protection Report. Similarly, the well existing on the property is not of a design that would support commercial development.
4. The properties to the south and west of the petitioned area are zoned E-1 and C-2 while a large portion (112 acres +/-) of the environmentally sensitive areas of properties to the north and west are zoned RP Resource Protection District. That area stretches north to Adkins Road and almost reaches Azalea Road to the west.

Those properties carry an Agricultural Land Use designation. It seems undeniable that the RP District boundaries in this specific area have included lands that carry significant constraints for development and where development would have a corresponding undesirable environmental outcome.

5. As the memo from Brian Soper, and revised letter dated June 16, 2025 from the Critical Area Commission attest, this proposed rezoning is located within the Atlantic Coastal Bays Critical Area (ACBCA). The property is designated as both Limited Development Area (LDA) and Resource Conservation Area (RCA). To note:

- a. Re-zoning of the portions of RP within the LDA does not seem to be objectional. Those are areas A and B on the attached map. Area C is designated RCA. RCA area cannot be re-zoned to C-2 and staff does not support rezoning of Area C. Clearly C is not changing in the attached draft map done for the Critical Area Commission's comprehensive re-mapping project.
- b. Future development in the LDA portions needs to meet standards for this critical area classification and they include lot limit coverage of 15%, limitations on tree clearing, and afforestation compliance, if applicable.

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

Attachments



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410.632.1220 / FAX: 410.632.2012

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

MEMORANDUM

Date: June 24, 2025
To: Robert Mitchell, Director
From: Brian Soper, Natural Resources Administrator *BS*
Subject: Proposed Rezoning Case #448

Please see Natural Resource comments below for the received rezoning request:

Case # 448 (RP to C-2) M:21 P:79

This proposed rezoning is located within the Atlantic Coastal Bays Critical Area (ACBCA). The parcel is designated as a Limited Development Area ("LDA") and a Resource Conservation Area ("RCA"). Uses within the LDA are determined by the underlying zoning and any development activities would be required to comply with the County's Critical Area regulations.

All rezoning cases located wholly or partially within the Critical Area require a notification to be sent to the Critical Area Commission for comment. Critical Area Commission comments were provided in a letter dated June 16, 2025 from Kathryn Hayden, see attached. A draft Critical Area map has been provided that was referenced in the letter.

Staff is not opposed to the rezoning of RP to C-2 that is located within the LDA that is 228 sf and the eastern portion of the property consisting of 32, 651 sf as shown on the applicant's exhibit.

Staff does not support the rezoning of the 13,858 sf that is shown on the northwest portion of the property as it is currently RCA and contains mostly non-tidal wetlands with associated buffers. This is consistent with the Critical Area Commission comments provided.

Attachment: Revised Critical Area Commission Letter and Map, June 16, 2025

cc: David Bradford, EP Deputy Director

Wes Moore
Governor

Aruna Miller
Lt. Governor



Erik Fisher
Chair

Nick Kelly
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

June 16, 2025

Mr. Brian Soper
Worcester County Department of Environmental Programs
One West Market Street – Room 1306
Snow Hill, Maryland 21863

Re: Racetrack Plaza LLC Rezoning - REVISED

Dear Mr. Soper,

This letter replaces my previous letter dated April 25, 2025. Thank you for providing information on the proposed rezoning of approximately 1.0729 acres within the Limited Development Area (LDA) from Resource Protection District (RP) to General Commercial District (C-2). The petitioned area is located at 10329 Racetrack Road in Berlin Maryland (Tax Map 21 Parcel 79).

This parcel is within the Critical Area on lands designated LDA and Resource Conservation Area (RCA). Most of the area of the parcel within the LDA is within the C-2 district. Part of the purpose and intent of the C-2 district is to “provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time.” Most of the area of the parcel within the RCA is within the RP district. Part of the purpose and intent of the RP district is to preserve the environmentally significant areas of the County and to protect its natural resources in all areas, while allowing for some minor development provided it is done in an environmentally sensitive manner.

Approximately 1.0729 acres within the LDA is currently within the RP district. The applicant is requesting to change the underlying zoning district for the 1.0729 acres to C-2 in order to match the underlying zoning district for the remaining area of the parcel within the LDA.

As discussed in a virtual meeting between Critical Area Commission staff and Worcester County staff on June 12, 2025, our office is not opposed to the proposed rezoning of the RP to C-2 on the northeast side of the property as the rezoning appears to follow the LDA boundary of the northeast side of the property as mapped in 2002 (Worcester County’s current Critical Area Map) and as mapped when the property was proposed to be rezoned in 2018. Our office is, however, opposed to the proposed rezoning on the northwest side of the property as there is a habitat protection area (i.e., a non-tidal wetland and it’s buffer) that extends to the northwest side of the property. Commission staff propose that the critical area designation on the northwest side of the parcel follow the existing underlying zoning designation (RP district). As such, the northwester corner of the parcel should remain RCA due to the non-tidal wetland on the property.

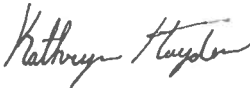
Racetrack Plaza LLC Rezoning
Page 2 of 2

Our office notes that any future development within the LDA shall meet the requirements for development in the LDA. These requirements include a lot coverage limit of 15%, limitations on tree clearing of 30% without the granting of a variance, and 15% afforestation, if applicable. In addition to meeting the LDA requirements, future development will need to comply with requirements in Habitat Protection Areas (HPA). Portions of the site appear to be non-tidal wetland and/or Forest Interior Dwelling Species (FIDS) habitat, which are HPAs. Activity in non-tidal wetlands will need to obtain a permit from the Department of the Environment and non-tidal wetlands will need to be delineated. Development in FIDS habitat may require additional mitigation in accordance with COMAR 27.01.09 and in accordance with the Critical Area Commission's [A Guide to the Conservation of Forest Interior Dwelling Birds in the Chesapeake Bay Critical Area](#).

Furthermore, our office notes that the Worcester County Critical Area boundary remapping process is currently in progress. To view the proposed Critical Area boundaries and designations for this property, please refer to the Critical Area Boundary Map Viewer which can be accessed through this link: https://dnr.maryland.gov/criticalarea/pages/map_update.aspx. Because the remapping process could result in changes to the Critical Area designations on this property, our office recommends the applicant refrain from changing the underlying zoning of this property until the county adopts the new Critical Area map and it is approved by the Commission. As discussed during the June 12, 2025 meeting, Critical Area Commission staff will update the Critical Area designations on Parcel 79 as outlined above as part of the Critical Area boundary mapping process. Additionally, Critical Area Commission staff will ensure that the Critical Area designation on Parcel 110 is entirely LDA and the portion of Parcel 111 that is within the Critical Area is designated RCA.

Thank you for the opportunity to provide comments. Please include this letter in your file for this rezoning. Also, please notify the Commission in writing of the decision made in this case. If you have any questions about these comments, please contact me at 410-260-3479 or kathryn.hayden@maryland.gov.

Sincerely,



Kathryn Hayden
Natural Resources Planner

File: WC 0092-25
CC: Charlotte Shearin, Critical Area Commission
Jennifer Esposito, Critical Area Commission
Lisa Hoerger, Critical Area Commission
Bob Cicconetti, Critical Area Commission
David Bradford, Worcester County

WORCESTER COUNTY, MARYLAND

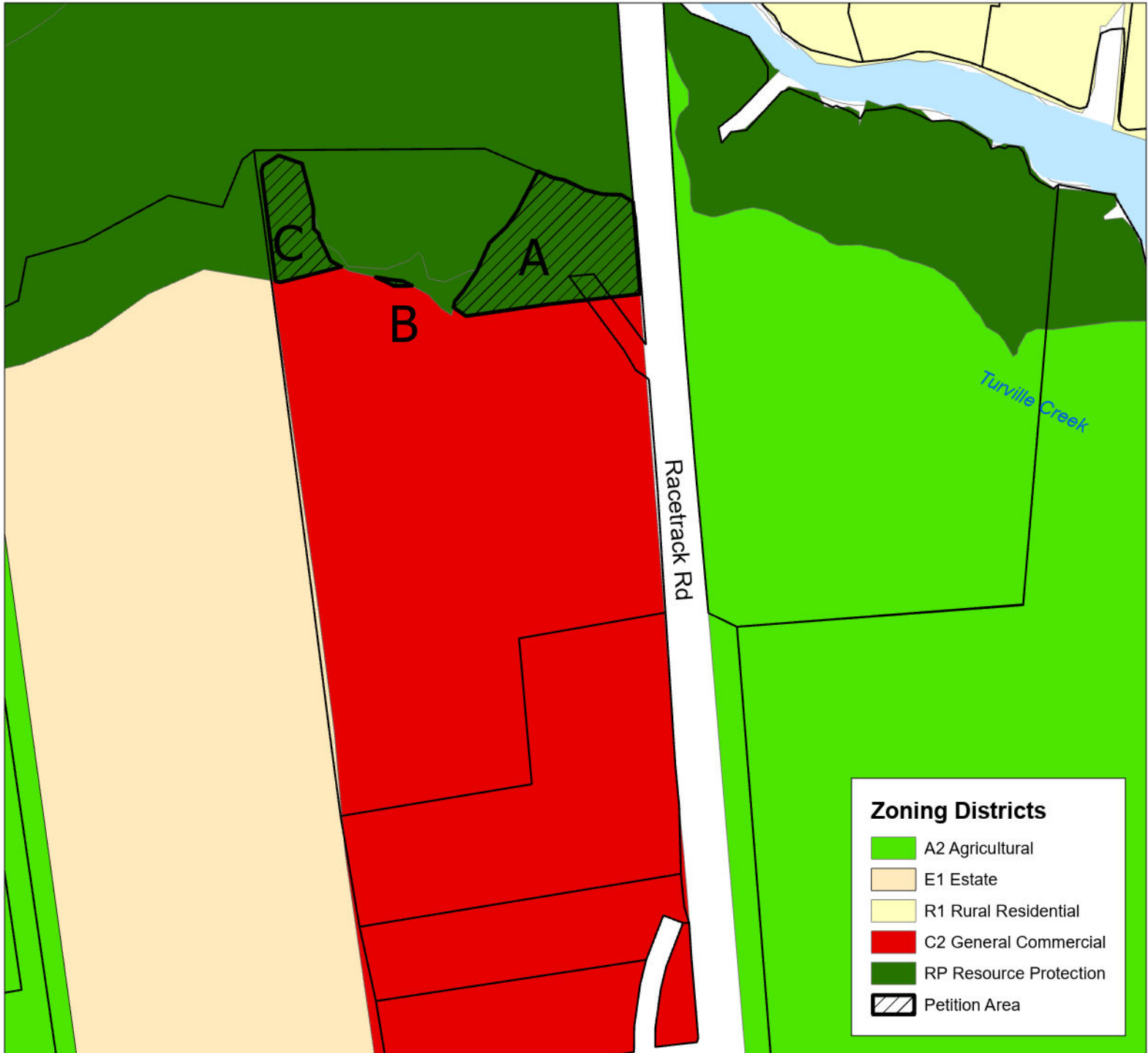
ITEM 20



REZONING CASE NO. 448
RP Resource Protection to C-2 General Commercial
Tax Map: 21, Parcel 79



ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division

0 250 500
Feet

Prepared: April 2025
Source: 2006 Official Zoning Map

Drawn By: KLH Reviewed By: JKK

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

20 - 27

WORCESTER COUNTY, MARYLAND

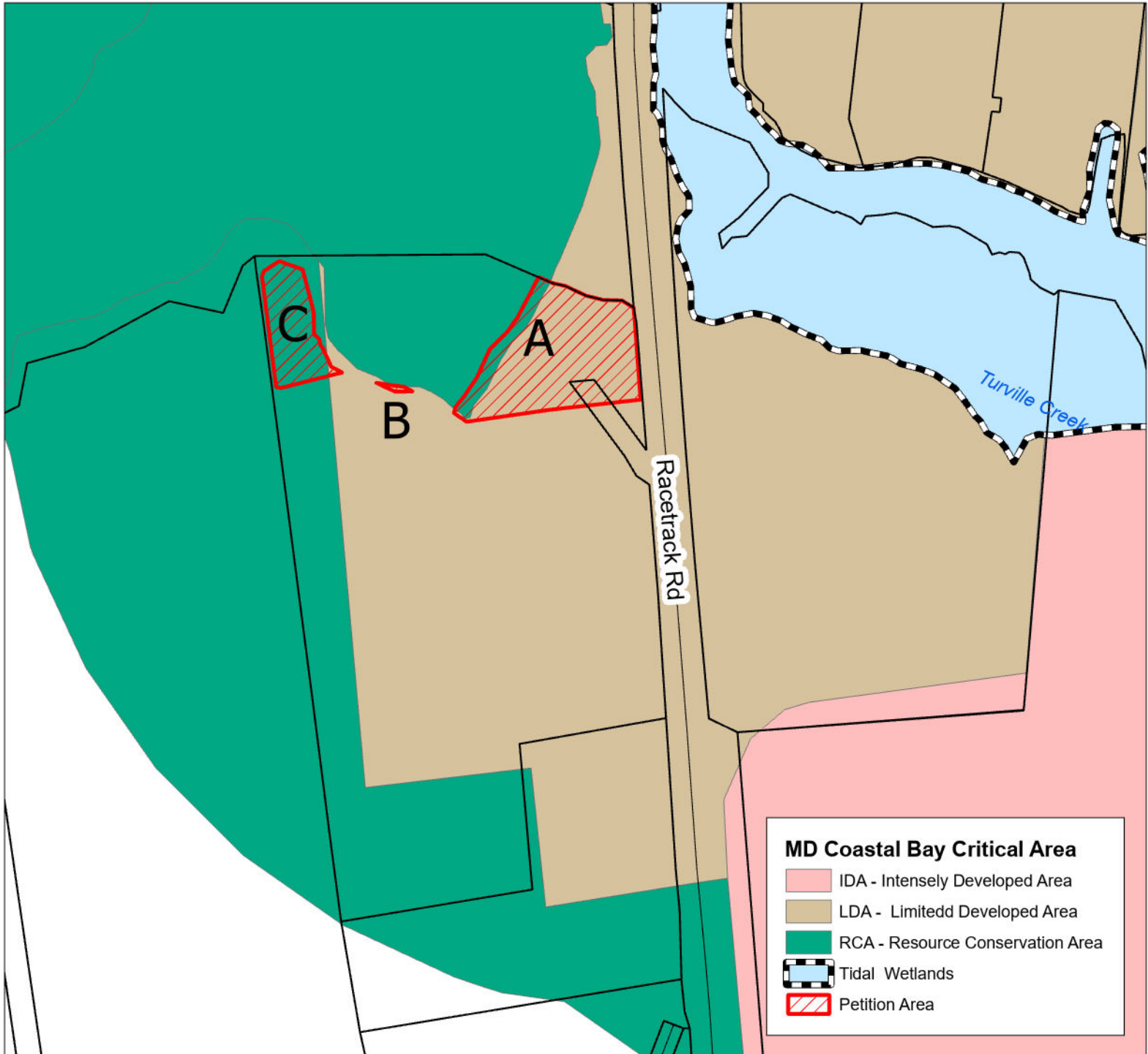
ITEM 20



REZONING CASE NO. 448
RP Resource Protection to C-2 General Commercial
Tax Map: 21, P/O Parcel 79



2002 CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division

0 250 500
Feet

Prepared: July 2025
Source: DRAFT Maryland Coastal Bay Critical Area Map

Drawn By: MML Reviewed By: JKK

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

20 - 28

WORCESTER COUNTY, MARYLAND

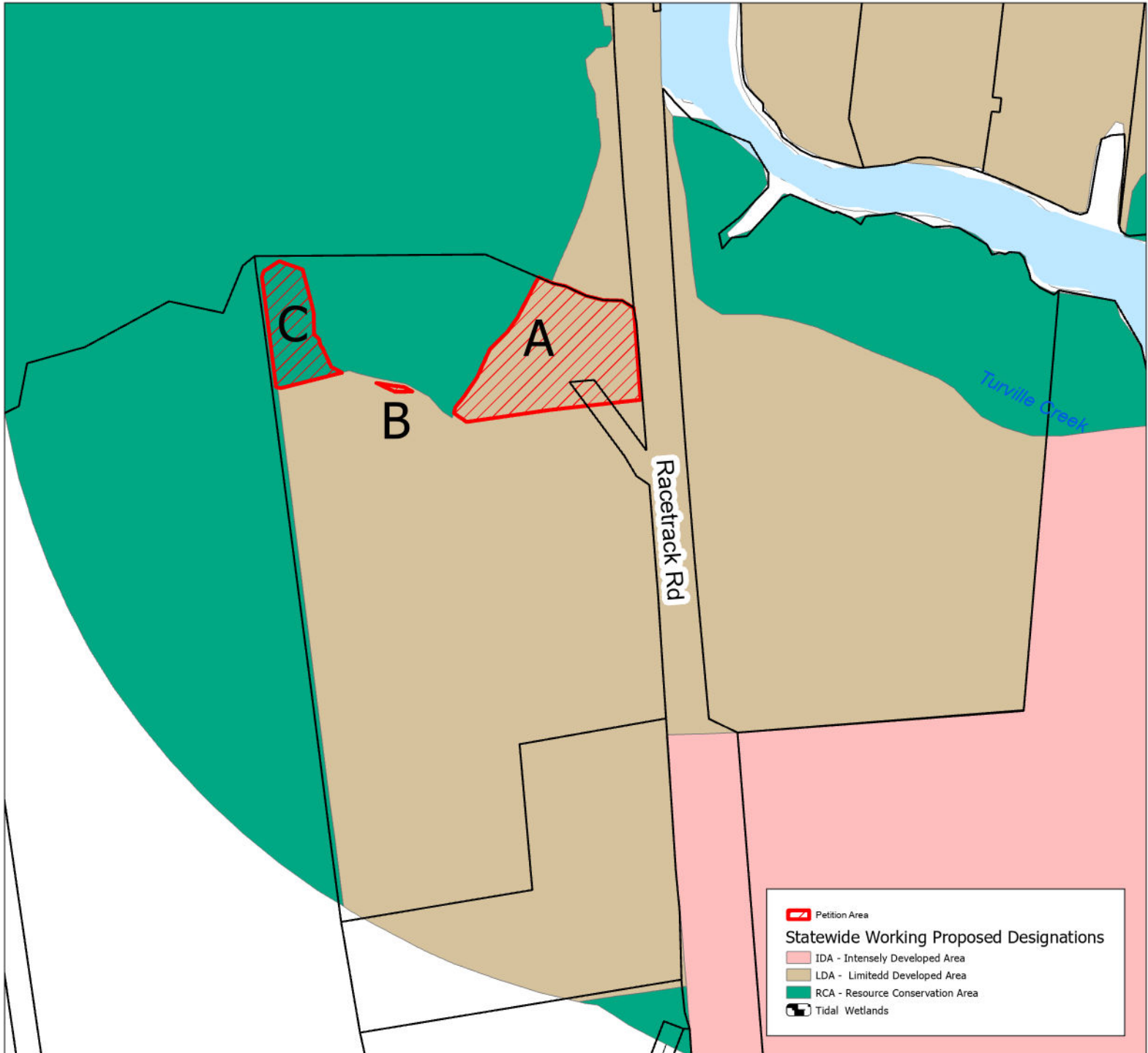
ITEM 20



REZONING CASE NO. 448
RP Resource Protection to C-2 General Commercial
Tax Map: 21, P/O Parcel 79



****DRAFT** CRITICAL AREA MAP **NOT ADOPTED****



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division

0 250 500
Feet

Prepared: July 2025
Source: DRAFT Maryland Coastal Bay Critical Area Map

Drawn By: MML Reviewed By: JKK

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

20 - 29



Worcester County Department of Environmental Programs

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

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

Memorandum

To: Jennifer Keener, Director, DDRP

From: Robert J. Mitchell 
Director, Environmental Programs

Subject: **EP Staff Comments on Rezoning Case No. 448 (revised)**
Worcester County Tax Map 21, Parcel 79
Reclassify approximately 1.0729 Acres of
RP C-2 Commercial District

Date: 5/19/25

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

The Department of Environmental Programs has the following comments:

1. The property has a Commercial Center land use designation in the Land Use Map in the *Comprehensive Plan*. Properties to the south bordering Racetrack Road also have a Commercial Center Land Use Designation.
2. The subject property has a designation of Sewer Service Category S-6 (*no Planned Service*). Prior to being able to apply for public sanitary capacity, the owner would need to amend the *Master Water and Sewerage Plan* to include the subject property in the sewer and water planning areas for the Ocean Pines Sanitary Area. There is an engineering study underway to provide the basic design for connection of properties adjacent to the existing Ocean Pines Water and Sewer Planning Areas. Connection to existing sewer collection and water distribution systems for the Ocean Pines district would require conformance with the design parameters from that study.
3. Our well and septic records show the property improved with existing individual well and septic installed in 1971 for the residence. Use of the septic system is uncertain, and additional capacity would only be realized with a successful seasonal soil evaluation, which would be doubtful considering the presence of considerable non-tidal wetlands and subsurface conditions will need to adhere to standards for Management Area A of the county’s Groundwater Protection Report. Similarly, the well existing on the property is not of a design that would support commercial development.
4. The properties to the south and west of the petitioned area are zoned E-1 and C-2 while a large portion (112 acres +/-) of the environmentally sensitive areas of properties to the north and west are zoned RP Resource Protection District. That area stretches north to Adkins Road and almost reaches Azalea Road to the west.

Those properties carry an Agricultural Land Use designation. It seems undeniable that the RP District boundaries in this specific area have included lands that carry significant constraints for development and where development would have a corresponding undesirable environmental outcome.

5. As the memo from Brian Soper and letter from the Critical Area Commission attest, this proposed rezoning is located within the Atlantic Coastal Bays Critical Area (ACBCA). The property is designated as both Limited Development Area (LDA) and Resource Conservation Area (RCA). To note:
 - a. Re-zoning of the portions of RP within the LDA does not seem to be objectional. RCA area cannot be re-zoned to C-2.
 - b. The re-zoning exhibit needs to show the RCA areas on the western and southern portions of the property and be consistent with the critical area maps adopted in 2002.
 - c. Future development in the LDA portions needs to meet standards for this critical area classification and they include lot limit coverage of 15%, limitations on tree clearing, and afforestation compliance.
 - d. Awareness that compliance with Habitat Protection Area (HPA) requirements exist. Portions of the property may be FIDS habitat, which is a designated HPA and subject to additional regulations within the critical area

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

Attachments



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410.632.1220 / FAX: 410.632.2012

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

MEMORANDUM

Date: May 15, 2025
To: Robert Mitchell, Director
From: Brian Soper, Natural Resources Administrator *BS*
Subject: Proposed Rezoning Case #448

Please see Natural Resource comments below for the received rezoning request:

Case # 448 (RP to C-2) M:21 P:79

This proposed rezoning is located within the Atlantic Coastal Bays Critical Area (ACBCA). The parcel is designated as a Limited Development Area ("LDA") and a Resource Conservation Area ("RCA"). Uses within the LDA are determined by the underlying zoning and any development activities would be required to comply with the County's Critical Area regulations.

Staff is not opposed to the rezoning of RP to C-2 that is located within the LDA.

The Re-Zoning Exhibit submitted as part of the application does not show the RCA that exists on the western and southern portions of the property. The RCA on the exhibit should be consistent with the Critical Area Maps adopted in 2002.

All rezoning cases located wholly or partially within the Critical Area require a notification to be sent to the Critical Area Commission for comment. Critical Area Commission comments were provided in a letter dated May 14, 2025 from Kathryn Hayden, see attached.

Attachment: Critical Area Commission Letter, May 14, 2025

cc: David Bradford, EP Deputy Director

Wes Moore
Governor

Aruna Miller
Lt. Governor



Erik Fisher
Chair

Nick Kelly
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

May 14, 2025

Mr. Brian Soper
Worcester County Department of Environmental Programs
One West Market Street – Room 1306
Snow Hill, Maryland 21863

Re: Racetrack Plaza LLC Rezoning - REVISED

Dear Mr. Soper,

This letter replaces my previous letter dated April 25, 2025. Thank you for providing information on the proposed rezoning of approximately 1.0729 acres within the Limited Development Area (LDA) from Resource Protection District (RP) to General Commercial District (C-2). The petitioned area is located at 10329 Racetrack Road in Berlin Maryland (Tax Map 21 Parcel 79).

This parcel is within the Critical Area on lands designated LDA and Resource Conservation Area (RCA). Most of the area of the parcel within the LDA is within the C-2 district. Part of the purpose and intent of the C-2 district is to “provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time.” Most of the area of the parcel within the RCA is within the RP district. Part of the purpose and intent of the RP district is to preserve the environmentally significant areas of the County and to protect its natural resources in all areas, while allowing for some minor development provided it is done in an environmentally sensitive manner.

Approximately 1.0729 acres within the LDA is currently within the RP district. The applicant is requesting to change the underlying zoning district for the 1.0729 acres to C-2 in order to match the underlying zoning district for the remaining area of the parcel within the LDA.

This office is not opposed to the proposed rezoning of RP to C-2 within the area of the parcel designated LDA provided that any future development meets the requirements for development in the LDA. These requirements include a lot coverage limit of 15%, limitations on tree clearing of 30% without the granting of a variance, and 15% afforestation, if applicable. In addition to meeting the LDA requirements, future development will need to comply with requirements in Habitat Protection Areas (HPA). Portions of the site appear to be non-tidal wetland and/or Forest Interior Dwelling Species (FIDS) habitat, which are HPAs. Activity in non-tidal wetlands will need to obtain a permit from the Department of the Environment and non-tidal wetlands will need to be delineated. Development in FIDS habitat may require additional mitigation in accordance with COMAR 27.01.09 and in accordance with the Critical Area Commission’s [A](#)

Racetrack Plaza LLC Rezoning
Page 2 of 2

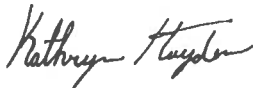
Guide to the Conservation of Forest Interior Dwelling Birds in the Chesapeake Bay Critical Area.

While this office is not opposed to the proposed rezoning within the LDA, any proposed rezoning must be consistent with the Critical Area designation as shown on the Critical Area maps approved by the Commission in 2002. However, the maps provided with this application incorrectly show the limits of the LDA extending to the north-west edge of the property line, which is not reflected in the County's currently adopted map, nor is it reflected in the map that was considered when this property was proposed to be rezoned in 2018.

Furthermore, the Worcester County Critical Area boundary remapping process is currently in progress. To view the proposed Critical Area boundaries and designations for this property, please refer to the Critical Area Boundary Map Viewer which can be accessed through this link: https://dnr.maryland.gov/criticalarea/pages/map_update.aspx. Because the remapping process could result in changes to the Critical Area designations on this property, our office recommends the applicant refrain from changing the underlying zoning of this property until the county adopts the new Critical Area map and it is approved by the Commission.

Thank you for the opportunity to provide comments. Please include this letter in your file for this rezoning. Also, please notify the Commission in writing of the decision made in this case. If you have any questions about these comments, please contact me at 410-260-3479 or kathryn.hayden@maryland.gov.

Sincerely,



Kathryn Hayden
Natural Resources Planner

File: WC 0092-25
CC: Charlotte Shearin, Critical Area Commission
Jennifer Esposito, Critical Area Commission
David Bradford, Worcester County

Matthew Laick

From: Jeffrey Fritts <JFritts@mdot.maryland.gov>
Sent: Monday, April 7, 2025 10:15 AM
To: April Mariner; Matthew Laick
Cc: agrunden@berlinfire.com; jwidgeon25@gmail.com; Chris Clasing; Dallas Baker; Daniel Wilson; Garth McCabe; Kevin Lynch; Lou Taylor (LHtaylor@worcesterk12.org); Lt. Earl Starner; Mark Crampton; Matt Owens; Matthew Crisafulli; Melanie Pursel; Rebecca Jones; Robert Mitchell; Will Dyer
Subject: Agency Memo for Rezoning Case #448

April,

After a review of rezoning case #448, SHA determined that there will be no negative impact to the surrounding State roadway network. The developer will need to contact SHA for a commercial access permit once they decide to develop the property.

Thanks



Jeff Fritts
Access Management

Regional Engineer

410.677.4039 **office**

443.397.5063 **mobile**

Jfritts@mdot.maryland.gov

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



[Maryland now features 511 traveler information!](#)

Visit: <https://chart.maryland.gov/>



Please consider the environment before printing this email

LEGAL DISCLAIMER - The information contained in this communication (including any attachments) may be confidential and legally privileged. This email may not serve as a contractual agreement unless explicit written agreement for this purpose has been made. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication or any of its contents is strictly prohibited. If you have received this

MEMORANDUM

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

FROM: Jennifer Keener, Director

DATE: April 4, 2025

RE: Rezoning Case No. 448 (Revised)– Racetrack Plaza, LLC, Property Owner and Mark S. Cropper, Attorney – 10329 Racetrack Road, Berlin, MD (Approximately .1 mile South of Gum Point Road, north of Griffin Road and Across the street from the Casino at Ocean Downs)

This application seeks to rezone approximately 1.0729 Acres out of 2.22 acres of Resource Protection (Total Parcel is 9.25 Acres with 2.22 zoned Resource Protection and 7.03 acres zoned C-2) land shown on Tax Map 21, Parcel 79 from RP Resource Protection District to C-2 General Commercial District.

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

The applicant is alleging a **mistake was made** as the justification for the proposed rezoning from RP Resource Protection District to C-2 General Commercial District. The Planning Commission must consider if: There was a mistake made in assigning the property a RP Resource Protection District zoning classification.

By Friday, April 18, 2025, the Planning Commission is requesting any comments, thoughts or insights that you or your designee might offer with regard to past and present conditions in the delineated neighborhood, as well as the effect that this application and potential subsequent development of the site under the proposed zoning classification may have on plans, facilities, or services for which your agency is responsible. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, and that your agency has or will have adequate facilities and resources to serve the property and its potential land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

General Zoning Information:

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

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

The purpose and intent of the C-2 General Commercial District is to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. Consequently, design standards and careful attention to signage, landscaping, perimeter buffers, site layout and architectural design are imperative. Commercial structures and uses must be compatible with the community and the County's character. Strip commercial forms of development are strongly discouraged. For a complete list, please use the following link: <https://ecode360.com/14019708>

If you have any questions or require further information, please do not hesitate to reach me by phone at (410) 632-1200, ext. 1613 or via email at milaick@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments

WORCESTER COUNTY, MARYLAND

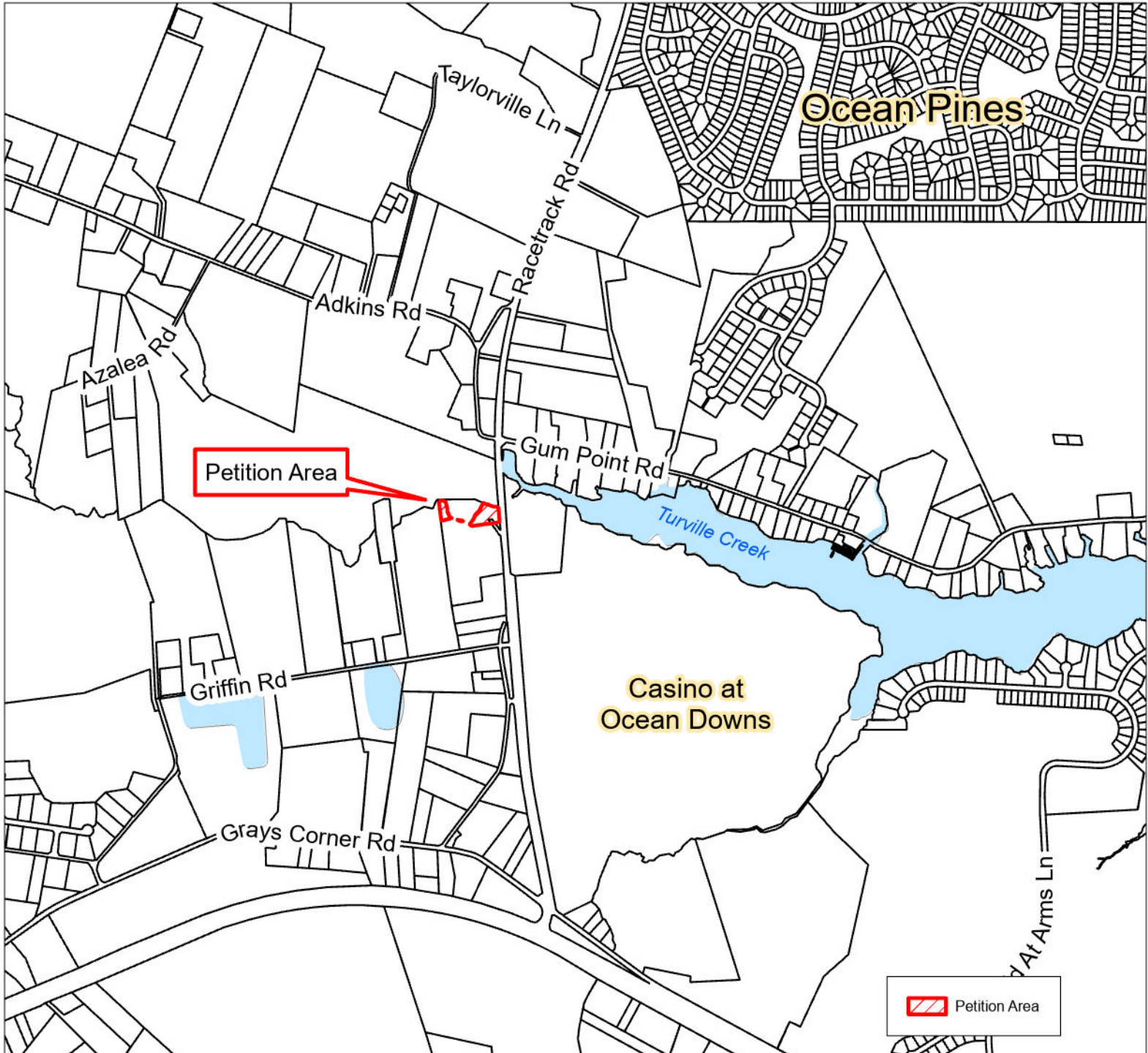
ITEM 20



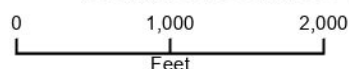
REZONING CASE NO. 448
RP Resource Protection to C-2 General Commercial
Tax Map: 21, Parcel 79



LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division



Prepared: April 2025
Source: County GIS Parcel Layer

Drawn By: KLH Reviewed By: JKK

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

WORCESTER COUNTY, MARYLAND

ITEM 20



REZONING CASE NO. 448
RP Resource Protection to C-2 General Commercial
Tax Map: 21, P/O Parcel 79



AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division

0 250 500
Feet

Prepared: April 2025
Source: 2024 Aerial Imagery

Drawn By: KLH Reviewed By: JKK

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

20 - 39

Page 28

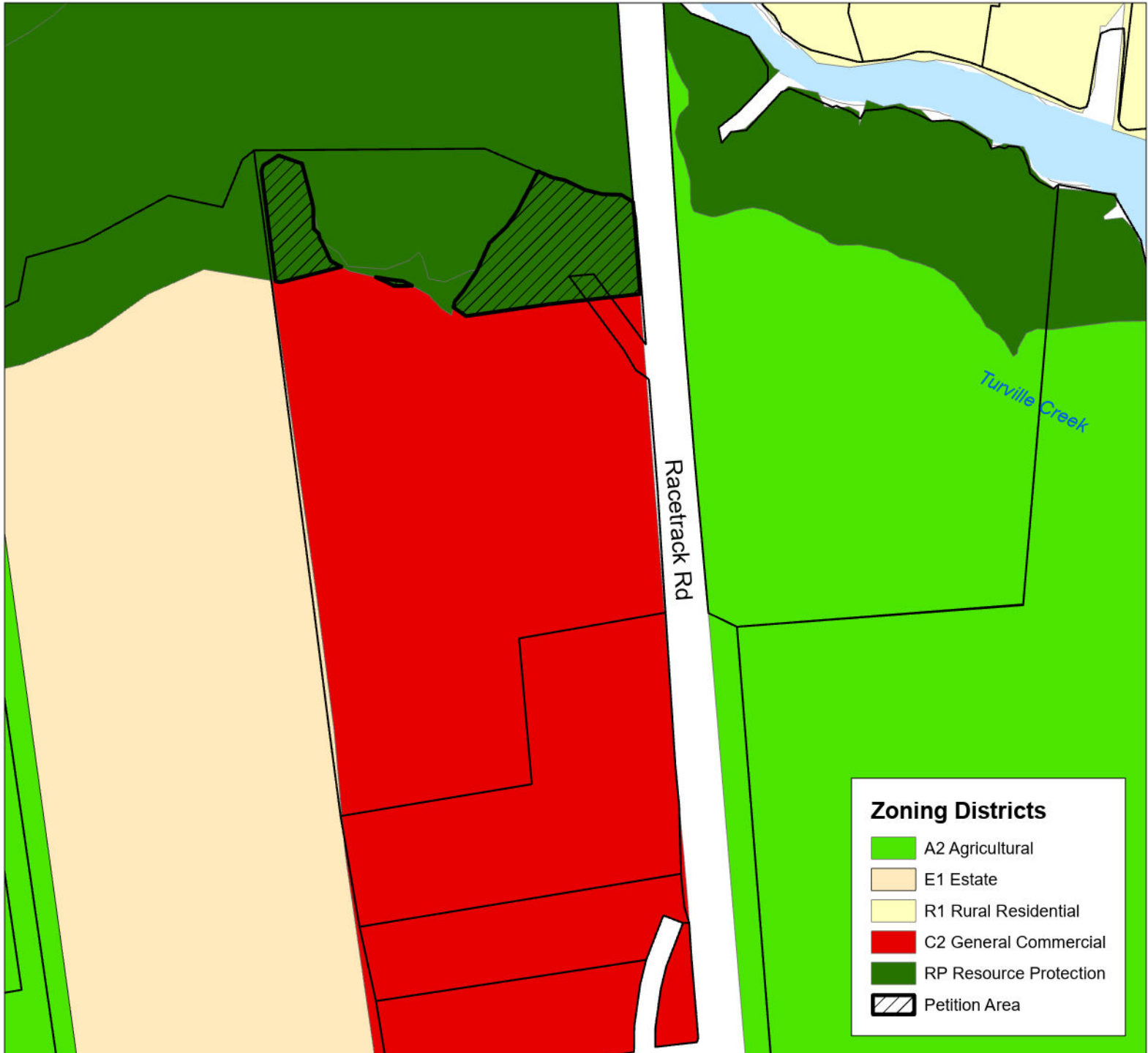
WORCESTER COUNTY, MARYLAND ITEM 20



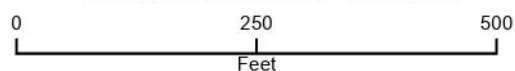
REZONING CASE NO. 448
RP Resource Protection to C-2 General Commercial
Tax Map: 21, Parcel 79



ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division



Prepared: April 2025
Source: 2006 Official Zoning Map

Drawn By: KLH Reviewed By: JKK

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

WORCESTER COUNTY, MARYLAND

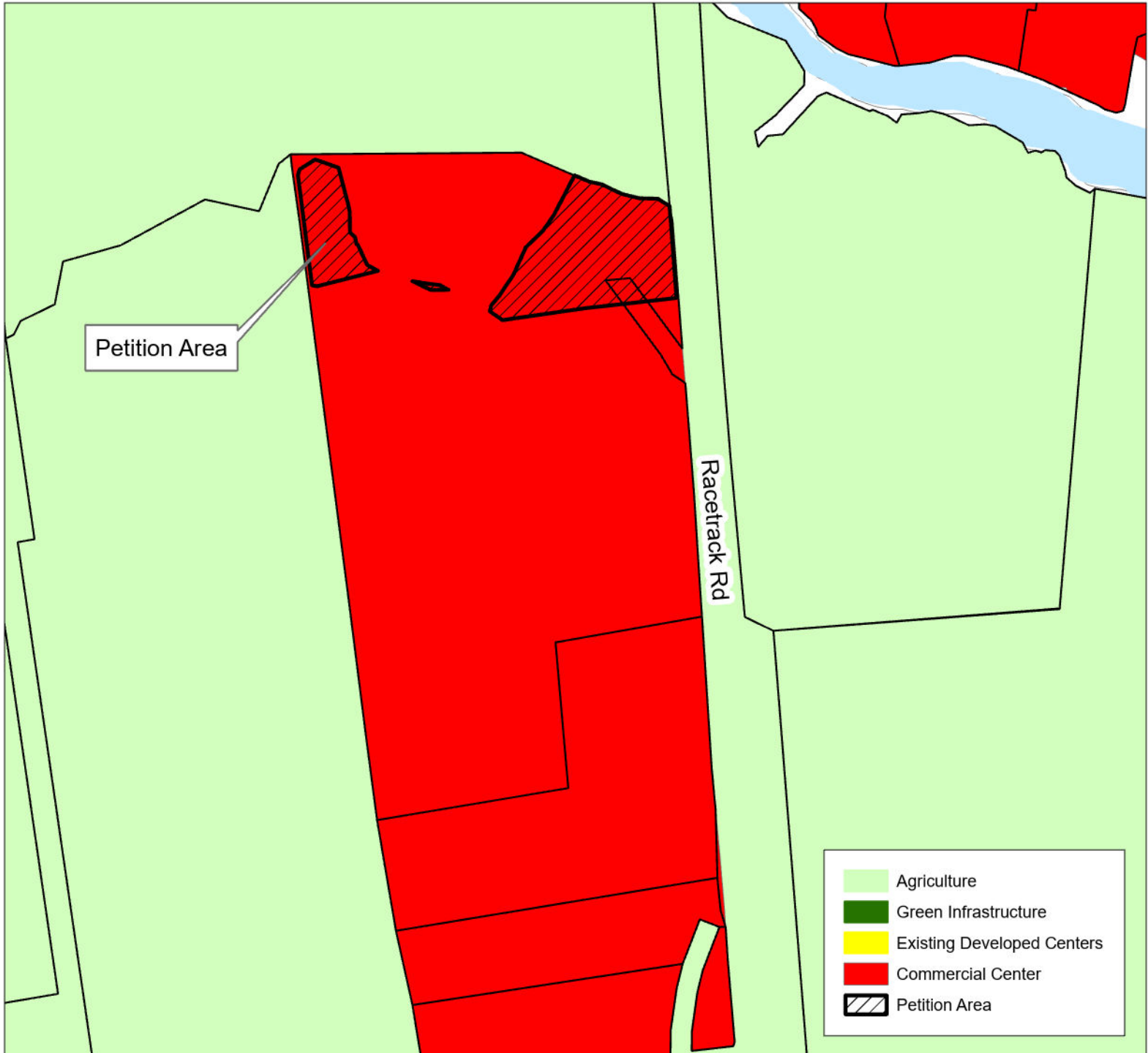
ITEM 20



REZONING CASE NO. 448
RP Resource Protection to C-2 General Commercial
Tax Map: 21, P/O Parcel 79

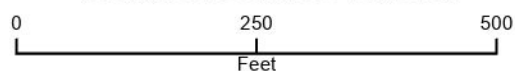


LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division

Prepared: April 2025
Source: 2009 Official Land Use Map



Drawn By: KLH Reviewed By: JKK

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

WORCESTER COUNTY, MARYLAND

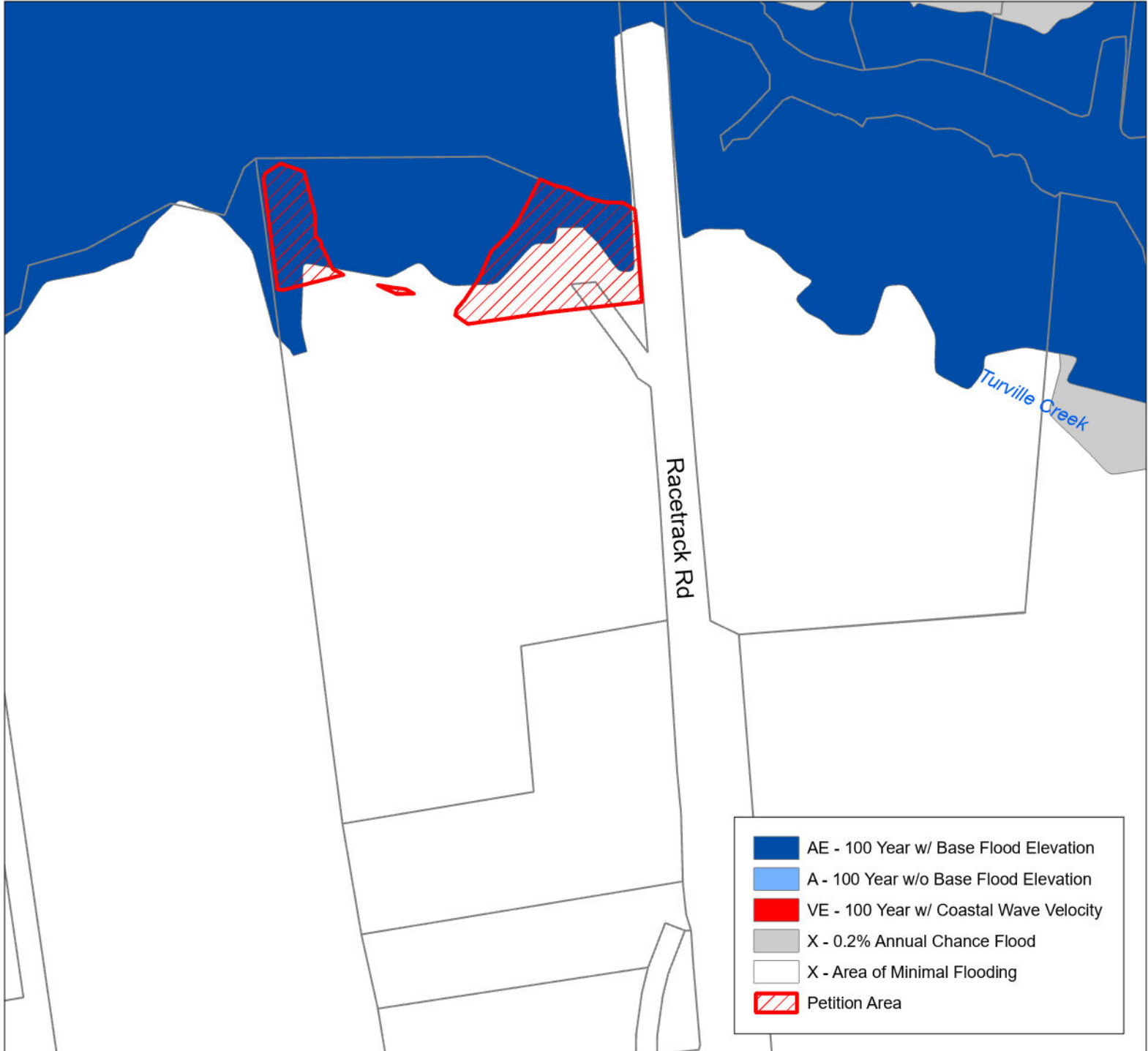
ITEM 20



REZONING CASE NO. 448
RP Resource Protection to C-2 General Commercial
Tax Map: 21, P/O Parcel 79



FLOOD ZONE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division

0 250 500
Feet

Prepared: April 2025
Source: 2015 FEMA Flood Rate Map

Drawn By: KLH Reviewed By: JKK

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

WORCESTER COUNTY, MARYLAND

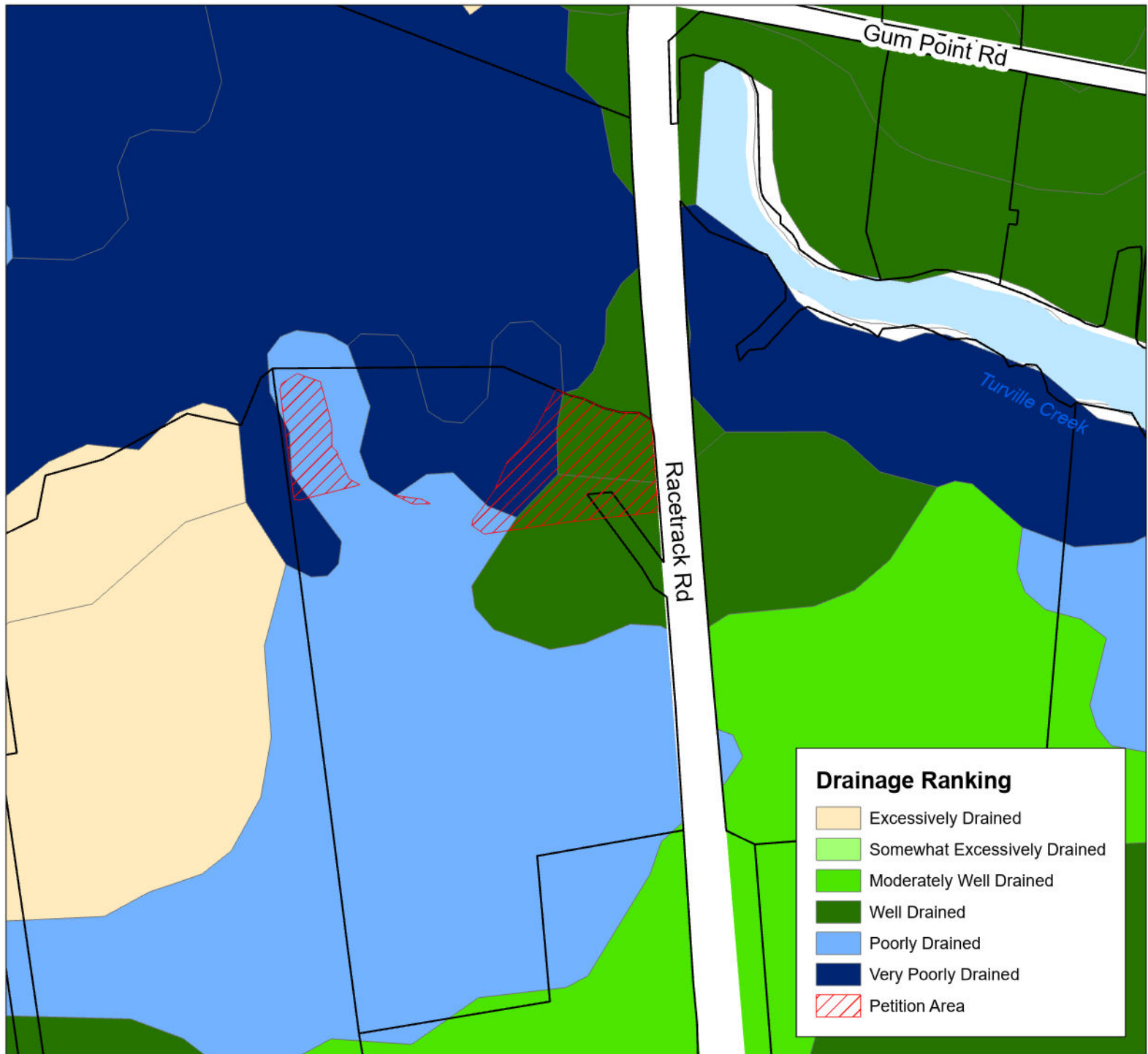
ITEM 20



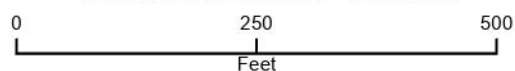
REZONING CASE NO. 448
RP Resource Protection to C-2 General Commercial
Tax Map: 21, Parcel 79



SOIL SURVEY MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division



Prepared: April 2025
Source: 2007 Soil Survey

Drawn By: KLH Reviewed By: JKK

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

WORCESTER COUNTY, MARYLAND

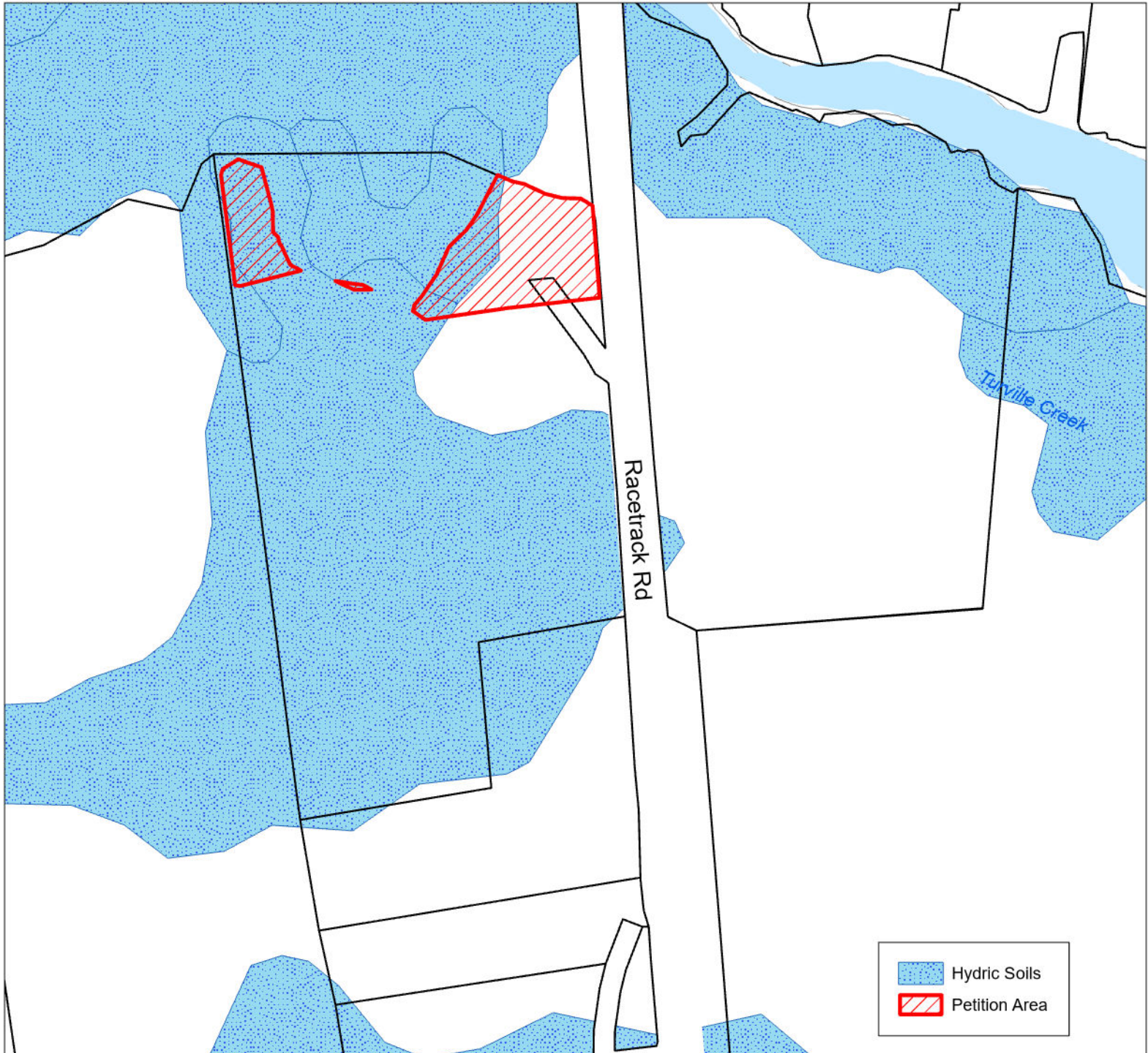
ITEM 20



REZONING CASE NO. 448
RP Resource Protection to C-2 General Commercial
Tax Map: 21, Parcel 79



HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division

0 250 500
Feet

Prepared: April 2025
Source: 2007 Soil Survey

Drawn By: KLH Reviewed By: JKK

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

20 - 44

Page 42



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

APPLICATION FOR AMENDMENT OF THE OFFICIAL ZONING MAP

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

Rezoning Case No. 448

Date Received by Office of the County Commissioners _____

Date Received by Development Review and Permitting 1/28/2025, revised 3/15/2025

Date Reviewed by the Planning Commission July 3, 2025

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

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

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 21
- B. Parcel Number(s): 79
- C. Lot Number(s), if applicable: _____
- D. Tax District Number: 03-011836

III. Physical Description of Property

- A. Located on west side of Maryland Route 589, aka Racetrack Road, approximately .1 feet miles to the south side of Gum Point Road.
- B. Consisting of a total of +9.26 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:
The address is 10329 Racetrack Road, which is south of Gum Point Road, north of Griffin Road and across the street from the Casino at Ocean Downs. The entirety of Parcel 79 is ± 9.25 acres and is zoned C2 and RP. This request is to have ±1.0729 acres of the RP area rezoned to C2 as shown on Exhibit A as "Denotes proposed area to be rezoned to be C2 = 46,737 SF±".
- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and other such information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): Resource Protection (RP)
 (name and zoning district)
- B. Acreage of zoning classification(s) in "A" above: ±2.22 acres
- C. Requested zoning classification(s): General Commercial District (C-2)
 (name and zoning district)
- D. Acreage of zoning classification(s) in "C" above: ±1.0729 acres/46,737 SF

V. Reasons for Requested Change

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

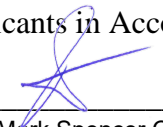
- A. Please list reasons or other information as to why the zoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:
This map amendment is based upon a mistake in existing zoning (See Exhibit "A" attached hereto and incorporated herein by reference) and a change in the character of the neighborhood.

VI. Filing Information and Required Signatures

A. Every application shall contain the following information:

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

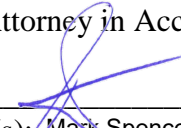
B. Signature of Applicants in Accordance with VI.A. above.

Signature(s): 
 Printed Name(s): Mark Spencer Cropper
 Mailing Address: 6200 Coastal Highway, Suite 200, Ocean City, MD 21842
 Phone Number: (410) 723-1400 Email: mcropper@ajgalaw.com
 Date: 1/28/2025

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

Signature(s): _____
 Printed Name(s): _____
 Mailing Address: _____
 Phone Number: _____ Email: _____
 Date: _____

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

Signature(s): 
 Printed Name(s): Mark Spencer Cropper
 Mailing Address: 6200 Coastal Highway, Suite 200, Ocean City, MD 21842
 Phone Number: (410) 723-1400 Email: mcropper@ajgalaw.com
 Date: 1/28/2025

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

VII. General Information Relating to the Rezoning Process

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

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

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

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

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

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

REZONING FINDINGS OF FACT FORM

Applicant shall provide information with regard to the following items:

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

This map amendment is based upon a mistake in existing zoning (See Exhibit "A") and a change in the character of the neighborhood. As for mistake, the C-2 zoning line should be consistent with the Limited Development Area (LDA) line of the Atlantic Coastal Bays Critical Area Law on attached Exhibit "A". See Exhibit "B" for further justification.

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

See definition of the neighborhood in Findings of Fact in Rezoning Case No. 392 and 296, and as supported in the

Sectional Rezoning approved by Resolution No. 19-2.

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

1. Relating to population change:

None

2. Relating to the availability of public facilities:

A wastewater line has been installed on property of Casino at Ocean Downs on east side of 589 to deliver wastewater from Ocean Pines to Crabs to Go at 589 and Route 50. Also a new sewer line has been installed along Route 589 and down Gum Point Road.

3. Relating to present and future transportation patterns:

There have been improvements to intersection of 50/589, along 589 at Casino with signal and at new medical building north of Gum Point Road with new signal.

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

This request is consistent with rezoning Case Nos. 392 and 296 and the Sectional Rezoning approved in Resolution No. 19-2.

5. Relating to compatibility with the Comprehensive Plan:

See Findings of Fact in rezoning Case Nos. 392 and 396 and Resolution No. 19-2.

EXHIBIT “A”



PROJECT

LANDS OF RACETRACK PLAZA LLC

PARCEL 79 - TAX MAP 21

THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND

DEED : 8699/146

TAX ID#03-011836

PROFESSIONAL SEAL

EXPIRES 2-21-2026

<p align="center">Frank G. Lynch, Jr. & Associates, Inc. SURVEYING · LAND PLANNING 10535 RACETRACK ROAD · BERLIN, MARYLAND 21811 (410) 841-8353 · 841-5773</p>					
DESIGNED BY	N/A	SURVEYED BY	FGL3/CL	FILE NO.:	12395-24
DRAWN BY	F.G.L. JR.	DATE	3-10-2025	SHEET	1 OF 1
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 40'		

EXHIBIT “B”

Zoning Memorandum

On behalf of Racetrack Plaza, LLC (“Racetrack”), the undersigned filed an Application For Amendment to Official Zoning Map (“Application”) to rezone a small portion of that property located west of MD. Rt. 589 and south of Gum Point Road generally identified as Tax Map 21, Parcel 79 (the “Property”). The legal basis for the request is that there has been a change in the character of the neighborhood and a mistake, both of which will be explained below.

I. There has been a change in the character of the neighborhood.

In 2012, the Worcester County Commissioners (“Commissioners”) heard Rezoning Case No. 392 and found that there had been a change in the character of the neighborhood from A-1 Agricultural District (“A-1”) to C-2 General Commercial District (“C-2”) caused predominantly by the impact of the Casino at Ocean Downs (the “Casino”). Thereafter, in 2016, the Commissioners heard Rezoning Case No. 396 regarding the adjoining property and made the same findings.

Based upon the precedents set in Rezoning Case Nos. 392 and 396, numerous property owners located directly across from the Casino filed requests to have their respective properties rezoned from E-1 Estate District (“E-1”), or A-1 Agricultural District (“A-1”) to C-2. As a result, and for the same reasons as set forth in Rezoning Case Nos. 392 and 396, the Commissioners implemented a sectional comprehensive rezoning (versus multiple individual and separate rezonings) and adopted Resolution No. 19-2 (“Resolution”) rezoning all or certain portions of the properties identified therein to C-2. As related specifically to the Property (which is the subject of this request), only those portions zoned E-1 were rezoned C-2. Because this occurred as part of a sectional comprehensive rezoning, many of the particular, unique and different site characteristics of each parcel were not considered.

II. There is a mistake in the existing zoning.

As related only to the Property, please see the Re-Zoning Exhibit prepared by Frank G. Lynch, Jr. attached as Exhibit “A” to the Application and incorporated herein by reference. There exist improvements, including a residential structure, on that portion of the Property presently zoned RP Resource Protection (“RP”) and located on uplands. There is also an inconsistency between the zoning lines that separate the C-2 lands from the RP lands, as well as the Critical Area line separating the areas designated Resource Conservation Area (“RCA”) from those designated Limited Development Area (“LDA”).

The first mistake was in 2009 when the Commissioners zoned RP those portions of the Property that included the improvements, including the residential dwelling. Although this created a conforming special exception use and structure on the Property, it is an inconsistency with the fact that residential dwellings are only allowed in the RP zone by special exception where previously they were principle permitted uses. The second mistake was in 2019 when the Commissioners didn’t extend the C-2 zoning line to more closely coincide with the line separating the lands designated LDA from those designated RCA. In sum, the C-2 lands should be more consistent with the lands designated LDA and the RP lands should be more consistent with the lands designated RCA. There is some overlapping of these areas that should be addressed with this map amendment. At present, it is illogical where the line separating the C-2 from the RP exists, especially as related to where the line separating the LDA from the RCA exists. It would, however, be logical to have all of those land designations be consistent with each other

which will require a zoning map amendment and the approval of Growth Allocation pursuant to the Critical Area Law. Doing so will facilitate a more rational land development plan for the Property. The area for which this application is being filed only comprises 46,737 sf of land.

Search Result for WORCESTER COUNTY

[View Map](#)[View GroundRent Redemption](#)[View GroundRent Registration](#)**Special Tax Recapture:** None**Account Number:** District - 03 **Account Identifier -** 011836**Owner Information****Owner Name:** RACETRACK PLAZA LLC **Use:** COMMERCIAL/RESIDENTIAL
Principal Residence: NO**Mailing Address:** C/O MICHAEL LUPACCHINI **Deed Reference:** /08699/ 00146
11854 MAN O WAR LANE
BERLIN MD 21811-0000**Location & Structure Information****Premises Address:** 10329 RACETRACK RD **Legal Description:** 9.16 ACS
BERLIN 21811-0000 RACETRACK ROAD
NE OF BERLIN**Map:** Grid: Parcel: **Neighborhood:** **Subdivision:** **Section:** **Block:** **Lot:** **Assessment Year:** **Plat No:**
0021 0013 0079 13081.24 0000 2023 **Plat Ref:****Town:** None**Primary Structure Built** Above Grade Living Area Finished Basement Area Property Land Area County Use
1930 941 SF 9.1600 AC**Stories** **Basement Type** **Exterior Quality** **Full/Half Bath** **Garage** **Last Notice of Major Improvements**
1 1/2 NO STANDARD UNIT SIDING/2 1 full**Value Information**

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2023	07/01/2024	07/01/2025
Land:	566,600	491,600		
Improvements	9,900	8,400		
Total:	576,500	500,000	500,000	500,000
Preferential Land:	0	0		

Transfer Information

Seller: NOCK ROBERT WAYNE	Date: 01/23/2024	Price: \$500,000
Type: ARMS LENGTH IMPROVED	Deed1: /08699/ 00146	Deed2:
Seller: BRADLEY VIRGINIA LEE NOCK &	Date: 05/20/1997	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: SVH /05137/ 00179	Deed2:
Seller: NOCK FLORENCE A	Date: 12/12/1994	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: RHO /02117/ 00357	Deed2:

Exemption Information

Partial Exempt Assessments: Class	07/01/2024	07/01/2025
County: 000	0.00	
State: 000	0.00	
Municipal: 000	0.00 0.00	0.00 0.00

Special Tax Recapture: None**Homestead Application Information****Homestead Application Status:** No Application**Homeowners' Tax Credit Application Information****Homeowners' Tax Credit Application Status:** No Application **Date:**



Worcester County

Government Center

Department of Human Resources

One West Market Street, Room 1301

Snow Hill, Maryland 21863-1213

410-632-0090

Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director

PAT WALLS
Deputy Director

To: Weston Young, Chief Administrative Officer
From: Stacey Norton, Human Resources Director
Date: August 14, 2025
Subject: Request to Transfer Building Maintenance Mechanic III-IV to Master HVAC Mechanic in Maintenance Division

We are requesting to post a Master HVAC Mechanic, G24/S10, \$85,987 annually to replace the Building Maintenance Mechanic IV, G23/S13, \$88,109 vacancy because none of the applicants have extensive electrical and HVAC experience. The candidates do not hold the following certifications: HVAC license, EPA 608 Universal Technician's Certificate, State of Maryland Journeyman electrical license or equivalent.

Thank you for your consideration.

Attachment

Worcester County Job Opportunities

DEPARTMENT: DEPARTMENT OF PUBLIC WORKS – MAINTENANCE

JOB TITLE: MASTER HVAC MECHANIC

COMPENSATION: GRADE 24/STEP 1 \$33.36 HOURLY/ \$69,389 ANNUALLY-
GRADE 24/STEP 10 \$41.34 HOURLY/ \$85,987 ANNUALLY
*BASED ON QUALIFICATIONS/EXPERIENCE

WORK LOCATION: WORCESTER COUNTY MAINTENANCE DIVISION OFFICE, 6113
TIMMONS RD. SNOW HILL, MD 21863- WITH WORK ACROSS
WORCESTER COUNTY BUILDINGS/GROUNDS

WORK SCHEDULE: NORMAL WORK SCHEDULE IS TUESDAY-FRIDAY, 6:00AM-4:30PM
(4, 10-HOUR DAYS)
***ADDITIONAL PAY WHILE ON CALL- \$28.57/DAY

APPLICATION PERIOD: UNTIL FILLED

JOB SUMMARY: Under minimal supervision, this position is responsible for performing all heating, cooling, air conditioning and refrigeration maintenance, diagnostic and repair tasks for all County-owned and operated equipment and buildings within budgetary constraints and in compliance with safety policies and procedures of the County. This will include installation of minor HVAC equipment and upgrades. This position reports directly to the Maintenance Supervisor.

GENERAL REQUIREMENTS

- Pre-employment background check
- Safety sensitive position requiring drug and alcohol testing
- DOT Physical with Medical Examiner's Certificate
- Possession of a valid driver's license, and a motor vehicle history with less than 4 points (MD)
- Essential personnel subject to emergency call-back with little or no notice
- On-call rotation with Building Maintenance Mechanics

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES

- This position functions as a Master HVACR licensed technician to perform a full range of work, such as troubleshooting, installing, modifying and repairing all components of a building HVAC system to include but not limited to; air handlers, condensers, ERV's, ductwork, controls, ductless split systems, minor refrigeration, furnaces, boilers, etc. as is required to keep building conditioned spaces at the levels selected by the building facility manager or as directed by the division's Supervisor
- Maintains and repairs all existing refrigeration systems as required to keep stored products at normal ranges for operation of refrigerators and freezers; this will include walk-in freezers and refrigerators that house medical products and vaccines
- Monitors building temperatures via Building Automation Systems and Honeywell Wi-Fi thermostats on a daily basis to address abnormal temperatures or undesirable HVAC system parameters
- Provides hourly or daily updates of abnormal operating conditions and repairs made to the division's Supervisor

- Using maintenance schedules, inspection reports, electronic work orders, building plans, blueprints, wiring diagrams, engineering drawings, and repair manuals, performs maintenance service and troubleshooting of systems with malfunctioning equipment to make repairs as is necessary to restore services
- Assists with contracted Automated Temperature Controls work
- Provides status updates for Work Order Requests via a county-owned personal computer using the county-contracted Internet Maintenance Management System.
- Performs general administrative duties relative to the operations/maintenance requirements of county-owned facilities
- Assists in the planning and organizing of building repair operations
- Inventory and order parts to make necessary equipment repairs
- Prepares and verifies requisitions for materials. Tracks material deliveries and assists with reconciling vendor invoices
- Maintains accurate records of time and materials spent to accomplish repair tasks
- Works in a team concept to meet building maintenance and repair requirements; this will include but is not limited to; developing/implementing/maintaining preventive maintenance schedules for all HVAC equipment and systems
- Train others to develop the correct preventive maintenance skills to maintain buildings to industry standards
- Instruct others in the operation and maintenance of tools and equipment used in HVAC maintenance and repair
- Participates in the physical work necessary to accomplish assigned tasks within the required timeframes
- Operate small heavy equipment as required to for the work of this trade
- Completes assigned tasks accurately and by established deadlines
- Cross trains and backs up other staff as needed
- Establishes and maintains harmonious working relationships with co-workers, elected or appointed officials, and the general public using tact, discretion, sound judgment, and professionalism
- Complies with safety programs, procedures, training, fire drills, COOP plans, etc., and works safely
- Knowledge of proper safety procedures and PPE utilization at all times to perform job-related duties
- Ensures confidentiality of information and records and complies with record retention schedule
- Adheres, supports, and enforces Worcester County Government Personnel Rules & Regulations
- Performs all other related duties as required or assigned and this may include but is not limited to assisting with snow removal plus other Building Maintenance Mechanics as directed in a minor role with repair, installation and testing of all electrical, fire alarm systems, burglar alarm systems, sprinkler systems, voice & data systems, plumbing, sanitary systems and generators as required to keep all of the county-owned or leased facilities operational as required for the occupants and end users

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES

- Graduate of high school or equivalent diploma or certificate plus 15+ years of experience in all phases of repair/installation of HVAC and Refrigeration equipment/systems and associated automated temperature control systems
- Possess and maintain a State of Maryland HVACR license

ITEM 21

- Possess and maintains an EPA 608 Universal Technician's Certificate
- Possess and maintains a Grade 4 Stationary Engineer's License
- Thorough knowledge of the semi-skilled and skilled labor tasks using hand and power operated tools to perform the maintenance/repair of building HVACR systems
- Ability to read and comprehend all types of blueprints/drawings including but not limited to; architectural, mechanical, plumbing, electrical, fire alarm, etc.
- Ability to operate computers to perform diagnostic checks and change set points of remotely operated HVAC control systems
- Communication (written and verbal) and math skills to independently perform required duties
- Knowledge of safety requirements and procedures related to building maintenance.
- Ability to complete assigned tasks by established deadlines
- Ability to lead and instruct others
- Valid driver's license and driving record of less than 4 points (MD)
- Ability to follow verbal and written instructions; read street signs; keep records and logs; complete written forms; and to communicate effectively with the public and coworkers. Ability to apply acquired knowledge to increasingly varied and complex tasks

SAFETY ANALYSIS:

(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (<75% of the time)

Heavy Work; Constant viewing and lifting over 10lbs; Frequent talking, hearing, carrying, pushing, pulling, lifting and moving of objects over 25lbs; Occasionally over 50lbs. Known hazards include risks associated with impacts, heat, chemicals, and sharp objects. Exposure to potentially hazardous conditions such as working with electricity and confined space entry (training is provided) as well as adverse weather conditions.

WORCESTER COUNTY JOB OPPORTUNITIES

DEPARTMENT: DEPARTMENT OF PUBLIC WORKS – MAINTENANCE

JOB TITLE : BUILDING MAINTENANCE MECHANIC III
COMPENSATION: GRADE 21/STEP 1- \$28.97 HOURLY/\$60,258 ANNUALLY-
 GRADE 21/STEP 10- \$35.87 HOURLY/\$74,610 ANNUALLY
 *BASED ON EXPERIENCE

JOB TITLE : BUILDING MAINTENANCE MECHANIC IV
COMPENSATION: GRADE 23/STEP 1 \$31.83 HOURLY/\$66,206 ANNUALLY-
 GRADE 23/STEP 10 \$39.44 HOURLY/\$82,035 ANNUALLY-
 *BASED ON EXPERIENCE

WORK LOCATION: WORCESTER COUNTY MAINTENANCE DIVISION OFFICE, 6113 TIMMONS RD. SNOW HILL, MD 21863- WITH WORK ACROSS WORCESTER COUNTY BUILDINGS/GROUNDS

WORK SCHEDULE: NORMAL WORK SCHEDULE IS TUESDAY-FRIDAY, 6AM-4:30PM
 (4, 10-HOUR DAYS)

***ADDITIONAL PAY WHILE ON CALL- \$28.57/DAY

APPLICATION PERIOD: UNTIL FILLED

JOB SUMMARY: Under minimal supervision, this position is responsible for performing all maintenance, diagnostic and repair tasks for all County-owned and operated equipment and buildings within budgetary constraints and in compliance with safety policies and procedures of the County. This will include all electrical & HVAC oversight, installation, repair, maintenance, upgrades and renovation work. This position reports directly to the Maintenance Supervisor.

GENERAL REQUIREMENTS

- Pre-employment background check
- Safety sensitive position requiring drug and alcohol testing
- Possession of a valid driver's license, and a motor vehicle history with less than 4 points (MD)
- On-call rotation with other personnel
- Essential personnel subject to emergency call-back with little or no notice

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES

- Perform all electrical, mechanical, plumbing, fire alarm, sprinkler system, voice & data work as required to keep all of the county-owned facilities safely functional as required for the occupants and end users

- This position shall require Assistant/Apprentice registration for HVACR work to be performed under the direct supervision of the County's Master HVACR
- Operate small heavy equipment as required to excavate trenches for duct banks, domestic water lines, sanitary lines, etc. as required to convey utilities and services to, or within, county-owned facilities
- Perform general administrative duties relative to the operation and maintenance requirements of county-owned facilities
- Assist in the planning and organizing of building maintenance operations
- Provide status updates for Work Order Requests via a county-owned personal computer using a county-contracted Internet Maintenance Management System
- Inventory and order parts to make necessary equipment repairs
- Prepare and verify requisitions for materials. Tracks material deliveries and vendor invoices
- Maintain accurate records of time and materials spent to accomplish repair tasks
- Monitor preventive maintenance contracts with suppliers and other contractual maintenance activities
- Work with a team concept to provide general supervision for all building repair requirements. This will include but is not limited to, developing/implementing/maintaining preventive maintenance schedules
- Participate in the physical work as necessary to accomplish assigned tasks within the required timeframes
- Train others to develop the correct preventive maintenance skills to maintain buildings to industry standards
- Complete assigned tasks accurately and by established deadlines
- Cross train and back up other staff as needed
- Establish and maintain harmonious working relationships with co-workers, elected or appointed officials, and the general public using tact, discretion, sound judgment, and professionalism
- Comply with safety programs, procedures training, fire drills, COOP plans, etc. and work safely
- Knowledge of proper safety procedures and PPE utilization at all times to perform job related duties
- Ensures confidentiality of information and records and comply with record retention schedule
- Adhere, support, and enforce Worcester County Government Personnel Rules & Regulations
- Perform all other duties as required or assigned

QUALIFICATIONS AND SKILLS

- Graduation from high school or equivalent diploma plus 7+ years of experience in all phases of building operational maintenance/repair with emphasis on electrical and HVAC
- Must have the ability to use personal computing to work with Microsoft Office products, email messages & applications and the internet for reporting processes
- Possess and maintain an EPA 608 Universal Technician's Certificate

- Possess and maintain a State of Maryland Journeyman electrical license or equivalent license
- Ability to possess and maintain a Grade 4 Stationary Engineer's License
- Ability to obtain and maintain a Class B Commercial Driver's License within 1 year of employment.
- Thorough knowledge of the semi-skilled and skilled labor tasks using hand and power operated tools to perform the maintenance/repairs of buildings and their components involving electrical and HVAC
- Communication (written and verbal) and math skills to independently perform required duties
- Knowledge of safety requirements and procedures related to building maintenance
- Ability to read all types of blueprints; including but not limited to; architectural, mechanical, plumbing, electrical, etc.
- Ability to operate computers to perform diagnostic checks and change set points of remotely operated HVAC control systems
- Ability to complete assigned tasks by established deadlines
- Ability to follow verbal and written instructions; read street signs; keep records and logs; complete written forms; and to communicate effectively with the public and coworkers
- Ability to apply acquired knowledge to increasingly varied and complex tasks
- Valid driver's license and driving record of less than 4 points (MD)

BUILDING MAINTENANCE MECHANIC IV

- This position functions as a Building Maintenance Mechanic & Master Electrician
- The education and skills listed above, plus 10+ years of experience in all phases of building maintenance and electrical maintenance/repair/installation with extensive technical knowledge of HVACR equipment/systems and associated automated temperature control systems
- Perform a full range of work, such as troubleshooting, installing, modifying and repairing all components of a building to include but not limited to; all electrical, fire alarm systems, burglar alarm systems, sprinkler systems, voice & data systems, plumbing, sanitary systems, HVACR and generators
- Install, maintain, modify repairs, load, and test, electric systems, circuits and devices, fixtures, controls, distribution panels and outlets boxes, as well as a wide variety of electrical fixtures, tools, and appliances
- Using maintenance schedules, inspection reports, and/or work orders, performs maintenance services, diagnoses systems or equipment malfunction and repairs as necessary. This includes systems such as single phase and three phase panels, motor control centers, automatic transfer switches, sewage ejection pumps, HVACR air handlers/ATC systems/refrigeration equipment, fire alarm and burglar alarm systems
- Determine and install wiring, conduits, fixtures, transformers, and other electrical devices in the size, type, and arrangement required by code for proper and safe operation

- This will include working from building plans, blueprints, wiring diagrams, engineering drawings, and electrical maintenance and repair manuals
- Instruct others in the operation and maintenance of tools and equipment used in building maintenance
- Possess and maintain a State of Maryland Master Electrician's license
- Ability to possess and maintain a Journeyman HVACR license
- Possess and maintain a Class A Commercial Driver's License
- Ability to lead and instruct others

SAFETY ANALYSIS

(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (<75% of the time)

Heavy Work; Constant viewing and lifting over 10lbs; Frequent talking, hearing, carrying, pushing, pulling, lifting and moving of objects over 25lbs; Occasionally over 50lbs. Known hazards include risks associated with impacts, heat, chemicals, and sharp objects. Exposure to potentially hazardous conditions such as, working with electricity and confined space entry (training is provided) as well as adverse weather conditions.

Worcester County Government Benefits Information

Worcester County Government offers its employees a comprehensive benefits package, including medical, dental, and vision insurance, paid time off, holidays, retirement plans, and much more! To learn more details about our full range of benefits, please view our Benefits Guide at <https://www.jobs.worcestermd.gov>.

Paid Time Off

Full time employees can accrue up to 248 hours of paid time off in the first year of employment starting on the first full pay period. This includes up to 80 hours of vacation, up to 120 hours of sick, and up to 48 hours of personal leave. The accrual for vacation increases after 6 years and 15 years. Unused vacation and sick leave can be rolled over annually as outlined in the policy details. Full time employees are granted 14 paid holidays in calendar year 2024.

Medical Benefits

Full time employees are eligible for medical, dental, vision, flexible spending account(s), and AFLAC voluntary plans on the first day of the month after date of hire. Please visit our on-line Benefits Guide at the link above for additional details about the plans, co-pays, and premiums.

Full time employees are eligible for county paid life insurance and long-term disability insurance on the first day of the month following six months of employment.

Retirement

All employees budgeted for 500 hours, or more will automatically participate in Maryland State Retirement effective on the date of hire, if not already retired from a Maryland State Retirement system. All employees are eligible to participate in a deferred compensation plan that offers pre-tax and ROTH contribution options. The county provides a \$1 for \$1 match of employee's contributions up to a maximum of \$1,000 per fiscal year as outlined in the plan documents.

Part Time Employees

Part time employees are eligible to participate in the deferred compensation plan on the first day of the month after date of hire. Part time employees are eligible to earn 1 hour for every 30 hours worked of sick leave (up to 64 hours). Sick leave can be taken after a 106-day waiting period.

Extras for All Employees

All employees are eligible to use the Fitness Room at the Worcester County Recreation Center at no cost. All employees have access to an Employee Assistance Program that provides telephone consultations and up to 3 face-to-face visits per year. All employees are eligible for SECU credit union membership.

For more information, please view our Benefits Guide at <https://www.jobs.worcestermd.gov> or call Human Resources at 410-632-0090.