AGENDA

WORCESTER COUNTY COMMISSIONERS

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

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

January 21, 2025

Item #

9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland

9:01 - Closed Session
(Discussion regarding personnel updates, requests to promote to Sergeant, requests to hire Correctional Officer Trainees and a Corporal, receiving legal advice and performing administrative functions)

10:00 - Call to Order, Prayer, Pledge of Allegiance

10:01 - Consent Agenda
(Courthouse Security Grant, Out of State Travel Request, Sandpiper Energy Assignment, Ocean City Inlet Letter, Recommendation to Award John Walter Smith Park Engineering)
1-5

10:02 - Chief Administrative Officer: Administrative Matters
(FY24 Annual Comprehensive Financial Report, FY23 Government Finance Officers Association Excellence Award, Proposed Text Amendment Marine Uses and Public Utility Operation Centers, Proposed County Project Fire Training Center, Board Appointments, Letter of Support Request for Whole Watershed Grant)
6-10; 13

10:30 - Public Hearing Bill 24-10 Community Signs
11

10:35 - Public Hearing Bill 24-11 Personal Storage Buildings A-1
12

12:00 PM - Questions from the Press; County Commissioner's Remarks

Lunch

1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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

The Circuit Court for Worcester County
First Judicial Circuit of Maryland

ILENE D. MUHLBERG
COURT ADMINISTRATOR
COURT HOUSE - ROOM 208
ONE W. MARKET STREET
SNOW HILL, MD 21863
(410) 632-2342

Date: January 8, 2025

To: Weston Young, Chief Administrative Officer
Worcester County Commissioners

From: Ilene Muhlberg, Circuit Court Administrator

Re: Courthouse Security Grant

We respectfully request your approval of the attached Memorandum of Understanding for security goods and services by and between the Maryland Judiciary Administrative Office of the Courts and the Worcester County Commissioners for the Courthouse Security Grant in the amount of $10,134.28. As in previous years, the security grant has been awarded for the full amount requested by the Circuit Court, working cooperatively with the Worcester County Sheriff's Department.

If approved, the grant will fund the purchase and installation of improved security measures in the Courthouse, including handheld magnetometers, increased access controls and additional audio visual equipment for the monitor room and secured hallways.

Thank you for your consideration.

c: Administrative Judge Brian D. Shockley
Sheriff Matthew Crisafulli

MEMORANDUM OF UNDERSTANDING
FOR SECURITY GOODS AND SERVICES UP TO $100,000
BY AND BETWEEN THE
ADMINISTRATIVE OFFICE OF THE COURTS
ON BEHALF OF THE CIRCUIT COURT FOR WORCESTER COUNTY, AND
WORCESTER COUNTY, MARYLAND

E25-0081-25K

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 20____, by and between the Administrative Office of the Courts (AOC) on behalf of the Circuit Court for Worcester County, and Worcester County, Maryland, hereby known as the "Parties."

WHEREAS, the AOC recognizes Worcester County, Maryland possesses the capability to acquire goods and/or services as specified below; and,

WHEREAS, the AOC desires to obtain said goods and/or services as specified herein; and,

WHEREAS, Worcester County, Maryland has agreed to perform for the AOC in accordance with this MOU.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, the AOC and Worcester County, Maryland enter into this MOU and agree as follows:

ARTICLE I – SCOPE OF WORK

Worcester County, Maryland shall acquire through the county/city procurement process, security-related goods and/or services, as described in and in strict accordance with Exhibit A, incorporated as part of this document.

ARTICLE II – COMPENSATION AND METHOD OF PAYMENT

In consideration of the satisfactory performance and acceptance by the AOC, the AOC shall pay Worcester County, Maryland in accordance with the terms of this MOU and at the rate specified in the Exhibit A. Except by MOU modification, total payments may not exceed $10,134.28 (the "NTE Amount").

All invoices shall be submitted within thirty (30) calendar days after the completion and acceptance of each deliverable by the AOC, and shall include the following information:

a. name and address of AOC contact: Sean Wolcoff, Office of Security Administration, 187 Harry S. Truman Parkway, Annapolis, MD 21401,
b. name, remittance address, and federal taxpayer identification number of Worcester County, Maryland,
c. invoice period,
d. invoice date,
e. invoice number,
f. amount due,

g. deliverable ID number for the deliverable being invoiced, if applicable, and
h. Purchase Order number.

Hardware, software, and products purchased as a result of the agreement will become the property of the jurisdiction performing the purchase. All maintenance will become the responsibility of the jurisdiction. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment.

Payments to Worcester County, Maryland shall be made as soon as possible after inspection and acceptance by the AOC and after receipt of a proper invoice. Charges for late payment of invoices are prohibited.

ARTICLE III – TERM

The term of this MOU shall begin upon award and terminate on June 30, 2026 with up to two (2) extension option(s) of one (1) year at the sole discretion of the AOC. No work may begin under this MOU until all parties have signed it and the AOC has instructed Worcester County, Maryland by Purchase Order to proceed. If there are any inconsistencies between the terms of the Purchase Order and the terms of this MOU, the terms of this MOU shall prevail.

ARTICLE IV – MODIFICATIONS

Any modifications to this MOU must be in writing and signed by authorized representatives of both parties.

ARTICLE V – GENERAL CONDITIONS

General Conditions are not attached hereto and incorporated herein.

Security Funding Acknowledgement Form is attached for signature as Exhibit B.

Relationship between Parties. Nothing in this MOU shall be construed to create an employment relationship between the AOC and any employee or contractor of Worcester County, Maryland, including any staff or contractor that is assigned to perform any work in the Circuit Court for Worcester County. Worcester County, Maryland will have sole responsibility for all its staffing determinations, including, but not limited to, hiring, training, termination, and scheduling.

Liability. The AOC assumes no liability or responsibility with respect to the conduct and operation of Worcester County, Maryland related to business being conducted, nor for any loss or damage, caused by any employee, officer, contractor, or third party associated with Worcester County, Maryland. The AOC shall not be responsible for any damage(s) caused by Worcester County, Maryland employees, agents, or officials to personal property, documents, records, monies, or goods of Worcester County, Maryland or to anyone in or about Worcester County, Maryland's premises for the duration of the period of the MOU between Worcester County, Maryland and the AOC.

Non-Disclosure. Worcester County, Maryland shall not without the AOC's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any information which may be held or maintained by the Judicial Branch as Confidential Information except for the sole and exclusive purpose of performing under this MOU, and except for disclosures to such

Judiciary employees whose knowledge of the information is necessary to the performance of the MOU. Worcester County, Maryland may also be required to complete and submit a Non-Disclosure Agreement. Failure to comply with these conditions may result in the termination of this agreement.

ARTICLE VI – REPRESENTATIVES

The following individuals are designated as representatives for their respective Parties:

For the AOC: Department of Procurement, Contract & Grant Administration
Name and Title: Whitney S. Williams, Director
Phone: 410-260-1581 Email: whitney.williams@mdcourts.gov

For Worcester County, Maryland: Board of County Commissioners
Name and Title: Theodore J. Elder, President
Phone: 443-783-4265 Email: telder@co.worcester.md.us

ARTICLE VII – KEY PERSONNEL, if applicable

Worcester County, Maryland agrees that the following named individual(s) is considered to be essential to the work being performed hereunder, and is designated as Key Personnel who shall be made available to the full extent required to carry out the work under this MOU:

Name/Title: Ilene Muhlberg, Court Administrator

Personnel of at least equivalent capability shall be assigned to the project if this individual becomes unavailable during the term of this MOU. Any such substitutions shall require prior written approval by the AOC, which approval may be denied at its sole discretion. The AOC may terminate this MOU; or, at its option, negotiate with Worcester County, Maryland for an equitable adjustment under the MOU relative to the loss of such Key Personnel if Worcester County, Maryland is unable to provide substitutes acceptable to the AOC.

ARTICLE VIII – ENTIRE AGREEMENT

This MOU embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations regarding the Parties' agreement, other than those contained herein, or incorporated herein by reference.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ARTICLE IX – SIGNATURES

In acknowledgement of the foregoing description of the terms and requirements of this MOU, these authorized signatories of the Parties do hereby attest to their acceptance of these terms and conditions.

For Worcester County, Maryland:

_____ Date

_____
Theodore J. Elder
President, Board of County Commissioners
One W. Market Street
Snow Hill, MD 21863

For the Circuit Court for Worcester County:

_____ Date

_____
Hon. Brian D. Shockley
Administrative Judge

_____ Date

_____
Ilene Muhlberg
Court Administrator

For the Administrative Office of the Courts:

_____ Date

_____
Whitney S. Williams
Director, Department of Procurement, Contract & Grant Administration

Approved as to form and legal sufficiency this _____ day of _____, 20_____.

_____
Stephane J. Latour
Managing Legal Counsel

Exhibit A

Courthouse Security Items Request FY2025

MOU Partner: Worcester County, Maryland

Court: Circuit Court for Worcester County

Court Address: 1 West Market Street

Snow Hill, Maryland 21863

Please complete the following:

- **Choose Tier**
- **Complete the Subtotal in the Sub-Category**
- **Complete the Total**

Tier I		Subtotal	Funded (AOC ONLY)
	X-ray Machine		
	Magnetometer	$2,262.00 five handheld magnetometers and docking station	$2,262.00
	Access Control System	$6,761.09 one badge reader for basement access door	$6,761.09
	Duress Alarms		
	Camera System		
	Audio Visual Intercom	$481.26 two monitors and wall mounts in Sheriff's office $119.99 basic intercom system to communicate with prisoner transport teams	$481.26 $119.99
	Subtotal Tier I	**$9,624.34**	
Tier II			
	Building Alarms	$509.94 one window alarm connection	$509.94
	Bullet Resistant Barriers		
	Fenced/Restricted Judges Parking		
	Security Blast Film		
	Subtotal Tier II	**$509.94**	
Tier III			
	Emergency Intercom		
	Subtotal Tier III		
		Total: $10,134.28	Total Funded:
			$10,134.28

Numbers and any quotes provided are estimates, based upon initial market research. Actual expenditures may differ based upon the results of a formal procurement process.

- **Provide a description of each item requested and reason for request**

Tier I	
X-ray Machine	
Magnetometer	With funds provided by the AY2024 AOC Security Administration grant, Worcester County purchased two walk-through magnetometers and one x-ray machine for the Washington Street and Franklin Street entrances. As a result, we have improved public security screening and provide 100% employee screening. Five (5) hand-held magnetometers (hand-wands) and a docking station are now being requested for use by Sheriff's deputies to further enhance screening at the Courthouse entrances. Total cost: $2,262.00
Access Control System	The basement of the historic Courthouse building houses all the HVAC systems, water intakes and telecommunications fibers for the Courthouse. The basement door currently has only a lock with key access, which not only could be problematic for first responders in an emergency, but it also fails to provide adequate security. Funding is requested for one badge reader for the basement door to allow emergency personnel to enter if needed and to prevent unauthorized access to vital internal resources. Total cost: $6,761.09
Duress Alarms	
Camera System	
Audio Visual Intercom	Each morning, supervisors from the Worcester County Sheriff's Office Judicial Services Division do a daily line up and roll call. This has historically been done on paper. We are requesting two additional monitors for the Sheriff's courthouse offices so supervisors can brief deputies on cases and any related daily alerts. Total cost: $481.26 Funding is requested for a basic intercom system in the Sheriff's Office basement monitor room and the prisoner hallways behind the courtrooms to be utilized to communicate with outside agency prisoner transport teams. Total cost: $119.99
Tier II	
Building Alarms	The window in the Washington Street Main Entrance stairwell could be unlocked from the inside if unauthorized personnel were to gain access through the basement or second floor. Funding for one additional alarm connection, to include glass breakage detection, is requested to be installed on the window in the Washington Street first floor stairwell to prevent unauthorized access to internal areas of the courthouse. Total cost: $509.94

Bullet Resistant Barriers	
Fenced/Restricted Judges Parking	
Security Blast Film	
Tier III	
Emergency Intercom	

- **Form must be signed and dated:**

Submitted by Authorized Signature:
Date: November 18, 2024
Print Name and Title: Ilene Muhlberg, Court Administrator
***MOU Partner:** Worcester County, Maryland
***Address:** 1 West Market Street
***Address:** Snow Hill, Maryland 21863
Telephone #:410-632-2342
Email Address: ilene.muhlberg@mdcourts.gov
Federal Tax identification #: 52-6001064

**Name and Address of MOU Partner should be the same as the Name and Address used on the Request for Reimbursement for county/city*

NIJ-0602.02
COMPLIANT

PD240

WIDE SEARCH AREA
HAND HELD METAL DETECTION SET

- Wide Search Area for Faster and Accurate Screening Operations
- Search operations allowed even in close proximity of metal reinforced floors
- Uniform Detection of Magnetic and Non-Magnetic Targets
- Full Digital Design: Consistent Performance and Calibration-Free Operations
- Detection of radioactive substances and materials (option)
- Elegant, Robust and Ergonomic
- Indoor and Outdoor Operations

RENEWABLE ENERGY

GSA Contract Holder

ceia USA

www.ceia-usa.com

CERTIFIED SAFETY ACT

THREAT DETECTION THROUGH ELECTROMAGNETICS

ITEM 1

The **PD240** is a Hand Held Metal Detector that combines **high reliability and ergonomics with advanced detection and operator signalling features**.

Effective sensitivity to all metals, full compliance with the latest Security Standards and high immunity to external metal masses are among the main peculiarities of this new device.

ADVANTAGES & BENEFITS

- Programmable Sensitivity
- Extended Continuous Operation Time
- Automatic Low Power Mode during Screening Pauses
- Embedded Long Life Rechargeable Batteries are renewable energy and eliminate the Operation Cost of Alkaline Batteries
- Embedded Fast and Reliable Battery Charger: no need of batteries removal
- Dedicated Holder acts as Minimum Space Table Stand and Mains connection for Battery Charge
- Operator Functions can be standard or customized by the user through PC GUI and USB connection

ELEGANT, ROBUST AND ERGONOMIC

The PD240 features a special ergonomic design consisting of an offset hand grip which ensures that the operator's hand does not interfere with the sensitive detection area. This means fewer scans per person and therefore shorter inspection times per person.

Special care has gone into the mechanical design of the detector. **Absence of sharp edges or corners allows the detector to be passed smoothly over the inspected area** without getting caught in buttons, buckles, folds or other parts of clothing.

ADVANCED CONTROL PANEL

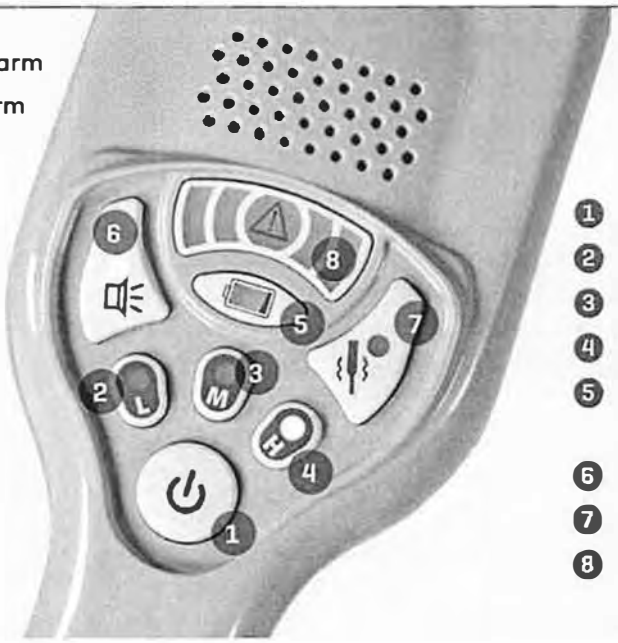
The control panel with buttons and warning lights is made from high-thickness silicon guaranteeing a high degree of protection to make the **PD240 suitable for indoor and outdoor use.**

FULLY PROGRAMMABLE SIGNALING

- Proportional/Fixed, High Loudness **Acoustic Alarm**
- Proportional/Fixed, High Brightness **Optical Alarm**
- **Vibration Alarm** for Discrete Screening

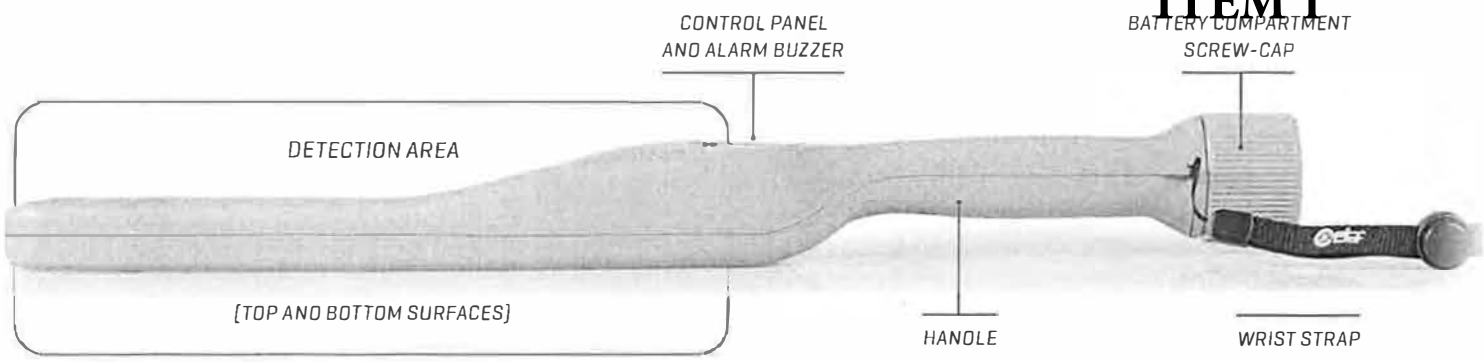
Optical indication proportional to the metal signal strength (Low, Medium, High).

Optical indication proportional to the radioactive substance signal strength.



1. Power push button
2. L low sensitivity
3. M medium sensitivity
4. H high sensitivity
5. Battery charge indicator
6. Acoustic alarm
7. Vibration Alarm
8. Visual alarm indicator

CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming) their accessories and options, to the prices and conditions of sale.



NIJ STANDARD 0602.02 COMPLIANT

The technical features of the detector **comply with the NIJ standard 0602.02 and the new NIJ draft standard 0602.03**. The **PD240** has uniform sensitivity to magnetic and non-magnetic targets including those made of stainless steel. At the same time the detector offers **excellent body-effect compensation** and has high immunity to external disturbance from electromagnetic and mechanical sources.

EXTENDED CONTINUOUS OPERATION TIME

The **PD240** is powered by two AA-size NiMH batteries with a **battery life of over 100 hours**. A Low Power Mode is automatically activated during periods of inactivity, extending the battery life up to 200 hours.

FULL DIGITAL DESIGN

The PD240 is fully digital. Electronic functions include an inspection field transmitter-receiver based on Digital Signal Processing (DSP) technology, a digital operator interface and external communications over the incorporated USB port. This **design combined with a special printed antenna ensures top reliability and very high repeatability**.

SOPHISTICATED COMMUNICATION CAPABILITIES

The digital design of the new metal detector also enables the **maximum flexibility in selecting the functions available to the user and how detection alarms are signalled**. Users can keep the factory settings or connect the detector over its USB to a PC and then personalize the settings with a dedicated graphic interface (HHMD configuration tool required).

HIGH IMMUNITY TO FLOOR REBARS

The PD240 incorporates innovative technical solutions *which make it possible to operate much closer to floors with steel reinforcement bars than was previously possible with conventional hand-held detectors. All this without any reduction in sensitivity.*

CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming), their accessories and options, to the prices and conditions of sale.

ITEM 1

ACCESSORIES

CARRY BAG

(part# 64081)

The carry bag does not include parts inside

BELT HOLSTER

(part# 64614)

NIJ 0602.02 TEST PIECES KIT

Includes 11 test objects for LO, MO, SO, VSO security levels.
Test pieces are manufactured according to NIJ 0602.02 specifications and electromagnetically certified.

(part# NIJ-HHMD-0602.02)

HHMD CONFIGURATION TOOL

Allows the connection of the Metal Detector to PC, via USB port. Includes special USB adapter with cable, GUI application software, tool for battery cap removal.

(part# 63537)

CIGARETTE LIGHTER CABLE FOR BATTERY CHARGER

(part# 64436)

CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming), their accessories and options, to the prices and conditions of sale.

ITEM 1

HHDS-5

FIVE HAND HELD METAL DETECTOR DOCKING STATION

FEATURES

- Simultaneous charge of multiple HHMDs
- Single mains socket installation
- Minimum space requirement
- Monolithic, high mechanical stability

APPLICATIONS

- Public Events
- Stadiums and Sport Arenas
- Conventions
- Multiple lane screening

ORDERING CODE

HHDS-5

EQUIPMENT INFORMATION

- Power supply: 100-240 Vac, 50-60Hz, 30W
- Dimensions (WxDxH): 25" x 10" x 2.5"

SHIPPING INFORMATION

- Dimensions (WxDxH): 28" x 14" x 4.5"
- Weight: 7.3 lbs

1. Docking station base
2. Universal AC adapter
3. US, EU, UK, JP plugs adapter
4. Quick Reference Guide

CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming), their accessories and options, to the prices and conditions of sale.

ITEM 1

SPECIFICATIONS

POWER SUPPLY	2x AA size NiMH, rechargeable batteries
FULLY CUSTOMIZABLE CONTROL PANEL	Optical, acoustic and vibration alarm modes
	3-level sensitivity selection buttons
DETECTION AND OPERATIONAL FUNCTIONS	Customizable via HHMD Configuration tool
BATTERY	Battery life 100 + hours continuous service (AA NiMH batteries 2500 mAh); up to 200 hours with automatic sleep mode
	Low battery indicator
	Built-in fast battery charger in combination with the HHDS Docking station
OPERATING TEMPERATURE	-40°F to 158°F
STORAGE TEMPERATURE	-40°F to 176°F
RELATIVE HUMIDITY	0 to 98% (without condensation)
DIMENSIONS	**PD240**: 17" x 3.1" x 1.6"
	HHDS Docking station: 6.9" x 4.5" x 3.4"
	CARRY BAG: 17" x 13.4" x 4.1"
WEIGHT	**PD240** (with battery): 1.04 lbs
	HHDS Docking station (whit power adapter): 1.6 lbs
	CARRY BAG: 2.9 lbs
COLOR	**PD240**: light grey RAL 7040 - **CARRY BAG**: Green RAL 7013
MANUFACTURED IN GREY SHOCK-RESISTANT TECHNICAL POLYMERS	
COMPLIANCE	Conforms to the NIJ 0602.02 and the new NIJ 0602.03 Standards for metal detection
	Conforms to the international standards currently applicable for safety, EMC and to the applicable CE regulations
ACCESSORIES	Carry Bag: part # 64081
	Belt Holster: part # 64614
	NIJ 0602.02 Test Pieces Kit: part # NIJ-HHMD-0602.02 (includes 11 test objects for LD, MD, SD, VSD security levels)
	HHMD Configuration tool: part # 63537 (includes special USB adapter with cable, GUI application software)
	Cigarette lighter cable for battery charger: part # 64436

ORDERING CODE

PD240-SET

SHIPPING INFORMATION

- Dimensions (WxDxH): 17.7" x 12.8" x 4.5"
- Weight: 4.85 lbs

1. PD240 Hand Held Metal Detector (batteries included)
2. HHDS Docking station
3. Coupling pins for side-by-side docking station placement
4. NIJ compliant Calibration Test Piece
5. Universal AC adapter (100-240 Vac, 50-60Hz, 6W)
6. US, EU, UK, JP plugs adapter
7. Wrist strap
8. Instruction manual
9. Quick Reference Guide

CEIA USA Ltd - 6336 Hudson Crossing Parkway, Hudson OH 44236
P 330-405 3190 • **F** 330-405 3196 • **E** security@ceia-usa.com • **CALL** (833) 224-2342 (CEIA)

www.ceia-usa.com

CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming), their accessories and options, to the prices and conditions of sale - DP100K0006v8000uUS (2021)

ITEM 1

Point Security, Inc

336-357-3417
PO Box 100
Linwood, NC 27299

Estimate

Date	Estimate #
11/14/2024	24-4052

Customer:

Circuit Court for Worcester County
Ilene Muhlberg
1 West Market St., Rm 208
Snow Hill, MD 21863

Bid Number	Job	Terms	Decision Date	FOB	REP
		Net 30	12/14/2024	Destination	Sean

Item	Description	Quantity	Amount	Total
CEIAPD240-SET	PD240, CEIA Digital Hand-Held Metal Detector - Fully Compliant with NIJ-0602.02 - 240mm Detection Width - Indoor / Outdoor - Optical / Acoustical / Vibrating Alarm Signaling - Wrist Lace - Reference Test Object - Rechargeable with Charger	5.00	349.00	1,745.00
CEIA-HHDS-5	HHDS-5 - Five Hand Held Metal Detector docking station base	1.00	467.00	467.00
Freight-Billed To C...	Freight, Shipping and Handling	1.00	50.00	50.00

Thank you for considering Point Security.

Total $2,262.00

www.pointsecurityinc.com

Absolute Security Group Inc
300 Mill St., Ste A
Salisbury, MD 21801
410-860-0620
www.absolutesecuritygroup.com

ITEM 1

Proposal

Client Information

Circuit Court for Worcester County
One West Market St.
Snow Hill, MD 21863

Proposal Number 5505
Date 11/15/2024 Expires 12/15/2024
Salesperson Steve Smith

Qty	Description
1	Keyscan 4 Door Controller KEYSCAN FOUR DOOR ACCESS CONTROL PANEL
1	KEYSCAN NETWORK COMM BOARD KEYSCAN NETWORK COMMUNICATION BOARD
1	5395 ThinLine II Prox Reader (4”-5.5” read range) Single Gang RFID DOOR ACCESS CONTROL READER
1	Partial Roll of Door Access Control Wire ACCESS CONTROL WIRE
1	LABOR
1	Electric Lock Install Fee THE ELECTRIC LOCK INSTALL WORK CAN MOSTLY BE DONE BY THE WOR. CO. MAINT. DEPT. OR THEY MAY NEED TO INVOLVE RJ LOCK. ABSOLUTE SECURITY WILL NOT BE ABLE TO INSTALL THE LOCK ON THIS PARTICULAR DOOR. WE DO NOT HAVE THE CORRECT TOOLS OR INSTALL SKILL. THERE IN NO CHARGE FROM US ON THIS QUOTE AS I HAVE NO IDEA WHAT IT WILL COST TO DO THIS INSTALL. WE CAN PROVIDE THE HES LOW PROFILE ELECTRIC STRIKE IF NEED BE.

Sub Total	$5,785.89
Total This Proposal	$5,785.89

Absolute Security Group Inc
300 Mill St., Ste A
Salisbury, MD 21801
410-860-0620
www.absolutesecuritygroup.com

ITEM 1

Proposal

Client Information

Circuit Court for Worcester County
One West Market St.
Snow Hill, MD 21863

Proposal Number 5505
Date 11/15/2024 Expires 12/15/2024
Salesperson Steve Smith

ABSOLUTE SECURITY GROUP, INC.

SUBSCRIBER:

SECURITY CONSULTANT

ACCEPTED BY *TITLE*

EMAIL

DATE

DATE *PRIMARY PHONE*

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND THERFORE SHOULD BE TREATED AS CONFIDENTIAL. IT SHALL NEITHER BE DUPLICATED NOR DISCLOSED TO ANY PERSON OR PERSONS OUTSIDE OF ABSOLUTE SECURITY GROUP, INC OR THE COMPANY TO WHICH I HAS BEEN PROVIDED. IT CANNOT BE COPIED, REPRODUCED, OR DISSEMINATED WITHOUT THE EXPRESSED WRITTEN CONSENT OF ABSOLUTE SECURITY GROUP, INC. ALL ELEMENTS OF SYSTEM DESIGN, ALTERATION, ADDITION OR CHANGE IS THE SOLE PROPERTY OF ABSOLUTE SECURITY GROUP, INC. THE INFORMATION IS TO BE USED EXCLUSIVELY BY THE ORANIZATION/INDIVIDUAL TO WHOM IT WAS DIRECTED FOR THE PURPOSES OF MAKING AN INFORMED DECISION DURING THE EVALUATION OF THE PROPOSAL AND ANY AGREEMENT WHICH MAY RESULT THERE FROM.

VA: __-_____ MD: _____ DE:_____

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

Please print name here | Please sign name here | Date Approved

ITEM 1

RJ LOCK & SECURITY, INC
9927 STEPHEN DECATUR HWY
SUITE F8

Estimate

Date	Estimate #
11/15/2024	4415

Customer
Absolute Security 300 Mill Street, Suite A Salisbury, MD 21801

Ship To
Worcester County Courthouse 1 W. Market St. Snow Hill, MD

P.O. NO.	Job Location
	Worcester County Ci...

Description	Qty	Cost	TOTAL
Service Charge		125.00	125.00
HES, Dual Voltage 12/24 DC Electric Strike Kit, Fail Secure/Safe Selectable, Satin Stainless Finish	1	275.00	275.00T
Donjo, Wraparound Plate, 2-3/4BS, 1-3/4 Door, 9", Stainless Finish	1	43.00	43.00T
Corbin Russwin Grade 2 Storeroom Knob, 6-pin Cylinder, 59C1 Cylinder, Satin Stainless Finish	1	322.20	322.20T
Rekey Cylinder To Existing Master System	1	35.00	35.00
Labor To Install Electric Strike & Storeroom Function Knob For The Basement Door		175.00	175.00

Subtotal	$975.20
Sales Tax (0.00)	$0.00

(Please Sign & Date)

Approved By: _____

Phone #	Fax #	E-mail
410-213-8477	410-213-8478	rjopensit@rjlocksmith.com

TOTAL	$975.20

Shopping Cart

ITEM 1

Price

INSIGNIA 55-inch Class F30 Series LED 4K UHD Smart Fire TV with Alexa Voice Remote (NS-55F301NA25)

$219.99

In Stock
Shipped from: Best Buy
FREE delivery **Nov 22 - Dec 3**
Size: 55-inch

Qty: **2** | Delete | Save for later | Share

Best Price on Amazon

Amazon Basics Full Motion Articulating TV Wall Mount, with Swivel and Tilt, for 26" to 55" TVs and Flat Panels up to 80 Lbs, VESA Compatible, Black

$20.64

Price ~~$26.89~~

Business Savings: **$6.25** (23%)

In Stock
Shipped from: Amazon
Preferred by your organization
prime
FREE delivery **Mon, Nov 18**
FREE Returns
Color: Black
Size: 26" to 55"

Qty: **2** | Delete | Save for later | Share

Best Price on Amazon

Curated Catalog Price

Subtotal (4 items): **$481.26**

Shopping Cart

ITEM 1

Price

Intercoms Wireless for Home, Home Intercom System Wireless, 5280 Feet Long Range House Intercom System for Business, Two Way Wireless Intercoms for Office, Wireless Room Monitor

$119.99

Best Price on Amazon

Only 11 left in stock - order soon.

prime

FREE delivery **Tue, Nov 19**

FREE Returns

Color: LD666-4P

Qty: **1** | Delete | Save for later | Share

Amazon Basics Full Motion Articulating TV Wall Mount, with Swive... has been moved to Saved for Later.

Subtotal (1 item): **$119.99**

1 - 22

Absolute Security Group Inc
300 Mill St., Ste A
Salisbury, MD 21801
410-860-0620
www.absolutesecuritygroup.com

ITEM 1

Proposal

Client Information

Circuit Court for Worcester County
One West Market St.
Snow Hill, MD 21863

Proposal Number **5500**
Date 11/13/2024 **Expires** 12/13/2024
Salesperson Steve Smith

Qty	Description
1	DSC NEO WIRELESS COMMERCIAL DOOR SENSORS
1	DSC NEO WIRELESS GLASSBREAK DETECTOR
2	LABOR

Sub Total	**$509.94**
Total This Proposal	**$509.94**

Absolute Security Group Inc
300 Mill St., Ste A
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ITEM 1

Proposal

Client Information

Circuit Court for Worcester County
One West Market St.
Snow Hill, MD 21863

Proposal Number **5500**
Date 11/13/2024 **Expires** 12/13/2024
Salesperson Steve Smith

ABSOLUTE SECURITY GROUP, INC.

SECURITY CONSULTANT

DATE

SUBSCRIBER:

ACCEPTED BY *TITLE*

EMAIL

DATE *PRIMARY PHONE*

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND THERFORE SHOULD BE TREATED AS CONFIDENTIAL. IT SHALL NEITHER BE DUPLICATED NOR DISCLOSED TO ANY PERSON OR PERSONS OUTSIDE OF ABSOLUTE SECURITY GROUP, INC OR THE COMPANY TO WHICH I HAS BEEN PROVIDED. IT CANNOT BE COPIED, REPRODUCED, OR DISSEMINATED WITHOUT THE EXPRESSED WRITTEN CONSENT OF ABSOLUTE SECURITY GROUP, INC. ALL ELEMENTS OF SYSTEM DESIGN, ALTERATION, ADDITION OR CHANGE IS THE SOLE PROPERTY OF ABSOLUTE SECURITY GROUP, INC. THE INFORMATION IS TO BE USED EXCLUSIVELY BY THE ORANIZATION/INDIVIDUAL TO WHOM IT WAS DIRECTED FOR THE PURPOSES OF MAKING AN INFORMED DECISION DURING THE EVALUATION OF THE PROPOSAL AND ANY AGREEMENT WHICH MAY RESULT THERE FROM.

VA: __-_____ MD: _____ DE:_____

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

Please print name here | Please sign name here | Date Approved

Exhibit B

Security Funding Acknowledgement Form

By my signature below, I accept, understand, and acknowledge that I was consulted in the preparation of this Memorandum of Understanding (MOU), have reviewed the MOU, and agree to my role in the request. I further acknowledge, on behalf of my office, that the Worcester County, Maryland has the ability and desire to accommodate the security enhancements requested within the MOU, including, but not limited to, appropriate staffing and/ or space.

Administrative Judge:

_____ _____
SIGNATURE DATE

_____
LAST NAME FIRST NAME M.I.

If the MOU includes work in an area of responsibility of the Clerk of Court, the Clerk is required to sign below. If the Clerk does not need to sign, please write N/A below and provide a written explanation as a separate document.

Clerk of Court:

_____ _____
SIGNATURE DATE

_____
LAST NAME FIRST NAME M.I.

If the MOU includes building modifications or personnel changes and/ or modifications, the county is required to acknowledge the following:

The authorized party has reviewed the MOU and authorizes the associated modifications and/or resource requirements.

County Authorized Official:

_____ _____
SIGNATURE TITLE

_____ _____
LAST NAME FIRST NAME M.I. DATE

MARYLAND'S Coast WORCESTER COUNTY

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: January 21, 2025
RE: Out of State Travel Request

Out of State Travel Request

Department	# of Attendees	GL Account Code
Administration	1	100.1001.7000.100

Destination	Depart	Return
Las Vegas, NV	3/3/2025	3/7/2025

Purpose of Travel:

2025 National Association of State Procurement Officials (NASPO) Conference - A scholarship was applied for and received to attend this conference. The scholarship includes the full registration cost, hotel and will reimburse air travel up to $800.

Estimated Costs:		
	Airfare	Reimbursed up to $800
	Lodging	Included
	Meals	$237
	Registration Fees	Included
	Car Rental	$0
	Other Transportation	$80
	Other	
	Total	**$317**

MARYLAND'S Coast WORCESTER COUNTY

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

To: Commissioners

From: Roscoe R. Leslie

Date: January 13, 2025

RE: Sandpiper Energy assignment

The County currently has a 25-year franchise agreement with Sandpiper Energy, Inc.

Sandpiper's parent company, Chesapeake Utilities, is reorganizing its corporate structure. It wishes to assign the current agreement to another entity.

No obligations or responsibilities will change. We are requesting approval of the assignment.

CONSENT TO ASSIGNMENT OF FRANCHISE AGREEMENT

THIS CONSENT TO ASSIGNMENT OF FRANCHISE AGREEMENT (this "Consent") is executed as of this ___ day of _____, 2025, by County Commissioners of Worcester County, Maryland, a political subdivision of the State of Maryland ("Counterparty").

WHEREAS, Counterparty and Sandpiper Energy, Inc., a Delaware corporation ("Assignor") are parties to that certain Franchise Agreement [dated as of March 3, 2020] (together with all addendums, amendments, modifications, schedules, exhibits, and other documents, instruments and agreements delivered in connection therewith, the "Franchise Agreement");

WHEREAS, Assignor intends to assign the Franchise Agreement (including all of its rights, duties, and obligations under the Franchise Agreement) to its parent company, Chesapeake Utilities Corporation, a Delaware corporation ("Chesapeake Utilities") and Chesapeake Utilities shall receive and accept the assignment of the Franchise Agreement and all of Assignor's rights, duties, and obligations thereunder (the "Chesapeake Utilities Assignment");

WHEREAS, immediately after the occurrence of the Chesapeake Utilities Assignment, Chesapeake Utilities intends to assign the Franchise Agreement to Assignor's sister company, Elkton Gas Company, a Maryland corporation ("Assignee"), and Assignee shall receive and accept the assignment of the Franchise Agreement and all of Chesapeake Utilities' rights, duties, and obligations thereunder (the "Elkton Gas Assignment"); and

WHEREAS, Assignor has requested Counterparty's consent to Chesapeake Utilities Assignment and the Elkton Gas Assignment and Counterparty has agreed to execute this Consent to evidence the same.

NOW THEREFORE, in consideration of the foregoing, Counterparty does hereby (i) consent to the Chesapeake Utilities Assignment and the Elkton Gas Assignment; (ii) represent and warrant that, as of the date of this Consent, the Franchise Agreement is in full force and effect and has not been terminated; (iii) agree that neither the Chesapeake Utilities Assignment nor the Elkton Gas Assignment will be deemed a breach of the Franchise Agreement or otherwise give Counterparty the right to terminate the Franchise Agreement or pursue any other remedy under the Franchise Agreement or otherwise; (iv) agree that the Franchise Agreement will remain in full force and effect in accordance with its terms notwithstanding the Chesapeake Utilities Assignment and the Elkton Gas Assignment; and (v) acknowledge and agree that after the Chesapeake Utilities Assignment and the Elkton Gas Assignment, Assignor and/or Chesapeake Utilities shall no longer be a party to the Franchise Agreement and shall have no rights, duties, or obligations under the Franchise Agreement and Counterparty will look solely to Assignee with respect to matters relating to the Franchise Agreement, including the performance thereof. Assignee does hereby agree that it shall receive and accept the Elkton Gas Assignment and, thereupon, shall assume all duties, obligations, and responsibilities as Franchisee of the Franchise Agreement.

Counterparty: County Commissioners of Worcester County, Maryland	Assignee: Elkton Gas Company
By: _____ Print Name: _____ Its: _____	By:_____ Print Name: _____ Its: _____

4879-5812-1974.1

ITEM 3

TEL: 410-632-1194
FAX: 410-632-3131
E-MAIL: admin@co.worcester.md.us
WEB: www.co.worcester.md.us

COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JAMES C. CHURCH
JOSHUA C. NORDSTROM
DIANA PURNELL

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

To: Commissioners

From: Roscoe Leslie RRL

Date: February 21, 2020

RE: Chesapeake Utilities/Sandpiper Franchise Agreement Extension

The County currently has a franchise agreement with Chesapeake Utilities (the successor of Eastern Shore Gas Company) that is set to expire on March 6, 2020.

Chesapeake is seeking a new 25 year agreement. The proposed agreement is substantially similar to the last agreement and maintains the same franchise fee—$2 per customer per year.

The biggest change is that the last agreement was partially exclusive and the new agreement will be fully exclusive. Given that Chesapeake is the only natural gas distributor in the County and the significant nature of investment required to build a natural gas distribution network, an exclusive franchise is not unreasonable.

The last agreement was silent on what happens to the infrastructure if the franchise terminates. The proposed agreement provides that industry standards will be followed. We have attached these standards for reference. We have also included a copy of the past agreement, a brief historical background, and basic statistics on Chesapeake's service.

We request that the Commissioners approve the new 25 year franchise agreement with Chesapeake Utilities.

APPROVED
Worcester County Commissioners
Date HH 3/3/20

FRANCHISE AGREEMENT
(Natural Gas Distributions Services)

This Franchise Agreement (the "Agreement") is made and entered into this 3rd day of March, 2020 (the "Effective Date"), by and between the County Commissioners of Worcester County, Maryland (the "County") and Sandpiper Energy, Inc., a wholly owned subsidiary of Chesapeake Utilities Corporation, a Delaware corporation (the "Franchisee").

RECITALS

WHEREAS, the County is a political subdivision of the State of Maryland, and is empowered by Section 1-702(b)(3) of the Local Government Article of the Annotated Code of Maryland to grant franchises; and

WHEREAS, the Franchisee is a corporation duly organized pursuant to the laws of the State of Delaware, is currently registered to do business in this State and is in good standing, and is authorized to enter into this Agreement; and

WHEREAS, the Franchisee has requested the County to renew an existing franchise to enable Franchisee to continue to serve, and to install new facilities in, through, along or under County rights-of-way and other real property in order to provide natural gas and liquefied petroleum gas services to, residents and business owners throughout the County; and

WHEREAS, the Franchisee and its employees are independent contractors and are not, under this Agreement, employees or agents of the County; and

WHEREAS, the County finds that the grant of such a franchise renewal would be in the public interest by ensuring the continued availability and delivery of adequate, economical and efficient natural gas and liquefied petroleum gas distribution services to Worcester County citizens and businesses, and by utilizing efficiently the County's public rights-of-way; and

WHEREAS, subject to the terms and conditions set forth herein, the parties hereto are desirous of entering into a twenty-five (25) year exclusive franchise agreement with Franchisee providing natural gas and liquefied natural gas distribution services within the unincorporated areas of the County; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

Section 1. DEFINITIONS

For the purposes of this Agreement, the following terms have the meanings set forth herein:

"County Commissioners" shall mean the County Commissioners of Worcester County, Maryland.

"County" shall mean Worcester County, Maryland, a political subdivision of the State of Maryland governed by the County Commissioners.

"Customer" shall mean a person or user of the Gas Distribution System who lawfully receives Gas Service within the service area with Franchisee's permission.

"Franchise" shall mean the authorization, or renewal thereof, by the County Commissioners, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate or

otherwise, authorizing the installation, construction, maintenance or operation of the Gas Distribution System for the purpose of offering Gas Services to Customers.

"Franchisee" shall mean Sandpiper Energy, Inc., a wholly owned subsidiary of Chesapeake Utilities Corporation, the person to whom the Franchise is granted by the County Commissioners, and the lawful agent, successor, transferee or assignee of said person, subject to such conditions as may be prescribed by the County.

"Gas Distribution System" shall mean a connected set of distribution pipes and appurtenant equipment designed to deliver and distribute Gas Services to Customers within the unincorporated areas and certain designated incorporated areas of Worcester County, Maryland.

"Gas Service" shall mean the furnishing, distribution and sale of gas whether artificial, natural, mixed, liquefied, compressed, renewable, or otherwise, for domestic, commercial, industrial and other purposes and for delivering gas into, through and beyond the jurisdictional boundaries of the County to a Customer.

"Person" shall mean any individual, firm, partnership, corporation, organization, association, trust, limited liability company or other legal entity.

"Property of Franchisee" shall mean all property owned, installed or used by Franchisee in the conduct of its Gas Service business in the County under the authority of the Franchise.

"PSC" shall mean the Maryland Public Service Commission.

"Public Way" shall mean the surface of, and space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, drive, circle, or other public rights-of-way, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held in fee simple title or any other lesser or conditional estate, grant or leasehold interest by the County in the Service Area which shall entitle the County and the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Gas Service.

"Service Area" shall mean the present jurisdictional boundaries of Worcester County, excluding the incorporated areas, but shall include any additions thereto by intergovernmental agreement or other legal means.

"State" shall mean the State of Maryland.

Section 2. GRANT OF FRANCHISE

2.1 Exclusive Franchise. The County hereby grants to the Franchisee an exclusive Franchise which grants the Franchisee the right and privilege to construct and operate a Gas Distribution System in, along, among, upon, across, above, over, under or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such distribution pipes and regulator stations, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units and other related property or equipment as may be necessary or appurtenant to the Gas Distribution System. The Franchise granted herein shall not preclude the County from using any Public Way, or limit the full power of the County

to make such changes, as the County shall reasonably deem necessary, including but not limited to the dedication, establishment, maintenance and improvement of all new or currently improved Public Ways.

2.2 Limited Grant. The Franchise herein is only intended to convey a limited right and interest. It is not a warranty of title or interest in the County's right-of-way or other public property. None of the rights granted herein shall affect the County's jurisdiction or authority over its property or Public Ways.

Section 3. TERM

The Franchise granted hereunder shall be for the term of twenty-five (25) years commencing on the Effective Date, unless otherwise lawfully terminated in accordance with the terms of this Agreement. No later than 180 days prior to the expiration of the initial term of this Agreement, the Franchisee shall notify the County in writing of its intention to renew this Agreement. Any renewal of this Agreement is subject to the mutual consent of both the County and the Franchisee.

Section 4. DUTIES AND RESPONSIBILITIES OF THE FRANCHISEE

4.1 Conditions of Occupancy. The Gas Distribution System installed by the Franchisee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of the Public Ways. All of the Gas Distribution System presently or in the future located, maintained or installed in the Public Ways within the Service Area shall at all times be maintained in good order and condition, in accordance with standard engineering practices and in compliance with all applicable safety codes and lawful governmental regulations.

4.2 Restoration of Public Ways. If during the course of the Franchisee's construction, operation or maintenance of the Gas Distribution System there occurs a disturbance of any Public Way by the Franchisee or its employees, contractors or agents, the Franchisee shall not unnecessarily or unreasonably obstruct the use of or damage any Public Way, and shall within a reasonable time as early as practicable replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance and in accordance with applicable County standards.

4.3 Relocation at Request of County. The Franchisee shall, at its sole expense, protect, support, raise, lower, temporarily disconnect, relocate or remove from the Public Way, as necessary, any of the Property of Franchisee when lawfully requested by the County for a public purpose. The request to relocate by the County shall be preceded by receipt of reasonable advance written notice, not to be less than sixty (60) calendar days, except in an emergency in which case shall be preceded by such notice as practicable. Whenever the County shall pave or repave a Public Way, shall change the grade or line of any Public Way or shall construct or reconstruct any conduit, sewer or water main, sewer or water connection or other public works or utility, it shall be the duty of the Franchisee when requested by the County to change any portion of the Gas Distribution System or other property of the Franchisee at its own expense so as to conform to the established grade or line of the Public Way and so as not to interfere with the conduits, sewer or water main, sewer or water connection or other public works or utility as constructed or reconstructed; however, Franchisee shall not be required to relocate pipes, mains and appurtenances when the Public Way in which they are located is vacated for the convenience of abutting property owners and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to the Franchisee. The County shall make a reasonable effort to avoid the need for such moving or changing whenever possible. In the event federal, state or other funds are available in whole or part for utility relocation or alteration purposes, the County may apply for such funds and the Franchisee shall be reimbursed to the extent any such funds are actually expended.

4.4 Permits Required. Franchisee shall secure all necessary permits for any work within the Public Ways located within the Service Area and shall be subject to all applicable ordinances and fees.

4.5 Hot Line. The Franchisee shall provide the County with a telephone number whereby the County on a twenty-four hour basis may obtain status reports from the Franchisee concerning routine or non-emergency interruptions in Gas Service from any portion of the Service Area. Calls in emergency situations shall be handled in accordance with a written emergency response plan prepared by the Franchisee for approval by the County prior to service to any Customers.

Section 5. REGULATION BY THE COUNTY

5.1 Franchise Fee. Pending PSC approval of the exercise of this Franchise, the Franchisee shall pay to the County a franchise fee equal to $2 per customer per year ("the Franchisee Fee") upon the Effective Date. Such payment(s) shall not be in lieu of any taxes, fees or charges levied by the County related to easements, franchises, rights-of-ways, permits, utility lines and equipment installation, maintenance and removal during the term of the Franchisee's franchise with the County, which the County may impose for the rights and privileges herein granted or for the privilege of doing business within the County. Payment of a franchise fee does not exempt the Franchisee from any lawful taxation or fee including any fee for an excavation permit, street cut permit, or similar requirement imposed by lawful ordinance upon a permitee, or from any other tax or fee not related to the Franchise or the occupation or use of a Public Way.

5.2 Local Regulations. The use of any Public Way or other County real property by the Franchisee shall be subject to such reasonable and proper ordinances, regulations, conditions and standards as the County may from time to time prescribe.

Section 6. COMPLIANCE AND MONITORING

6.1 Inspection of Records. Upon thirty (30) days prior written notice from the County, the Franchisee shall furnish the County with a complete set of maps, including any plans, surveys, profiles or schematics of the Gas Distribution System. Within forty-five (45) days of completing any construction and only upon written request from the County, Franchisee shall provide detailed as-built design drawings showing the size, depth and location of all pipes, valves, gauges, and other service appurtenances and facilities within the Service Area.

6.2 Inspection of Facilities. The County shall be provided reasonable access to the Property of the Franchisee to ensure the health, welfare and safety of the public and to coordinate the co-location of public facilities within the Public Ways. Should the federal Office of Pipeline Safety or the PSC substantially diminish their oversight or reduce their staff during the term of this Agreement, then the parties agree to expeditiously negotiate new franchise provisions that will provide the County with increased access to information, and reports such as would be routinely submitted to the federal or state agencies.

6.3 No Duty Imposed on County. Nothing in this Agreement or the Franchise shall be deemed to impose any duty or obligation upon the County to determine the adequacy, safety or sufficiency of the Franchisee's plans, designs, or facilities, or to ascertain whether the Franchisee's proposed or actual construction, testing, maintenance, repairs, replacements or infrastructure installation or removal is adequate, sufficient or otherwise is in conformance with any plans or specifications reviewed or delivered to the County.

Section 7. INSURANCE AND INDEMNIFICATION

7.1 Insurance Requirements. Franchisee agrees to maintain, on a primary basis and at its sole expense, at all time during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as County's review or

acceptance of insurance maintained by Franchisee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Franchisee under this Agreement.

A. Commercial General Liability. Franchisee agrees to maintain Commercial General Liability at a limit of liability not less than $5,000,000 Each Occurrence and $5,000,000 aggregate. Franchisee further agrees coverage shall not contain any endorsement excluding or limiting Product/Completed Operations, Contractual Liability or Cross Liability.

B. Additional Insured. Franchisee agrees to endorse the County as an Additional Insured to the Commercial General Liability. The Additional Insured shall read "Board of County Commissioners of Worcester County, Maryland".

C. Waiver of Subrogation. Franchisee agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Franchisee to enter into a pre-loss agreement to waive subrogation without an endorsement, then Franchisee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights or Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Franchisee enter into such an agreement on a pre-loss basis.

7.2 Indemnification/Hold Harmless.

A. The Franchisee covenants and agrees to indemnify, defend and hold the County harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages; costs and expenses, including attorney fees, sustained by the County and caused, directly or indirectly, by any act or omission on the part of Franchisee; its agents, employees, assigns or anyone subcontracting with Franchisee in the installation, construction, operation, or maintenance of the Gas Distribution System. The County shall notify, in writing Franchisee within ten (10) days after presentation of any claim or demand, either by suit or otherwise, made against the County caused by any of the aforesaid acts or omissions on the part of the Franchisee. The Franchisee shall thereupon have the duty to appear and defend such demand, claim, suit or action on behalf of the County, without cost or expense to the County.

B. The County covenants and agrees, to the extent permitted by law, to indemnify, defend and hold Franchisee harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages; costs and expenses, including attorney fees, sustained by the Franchisee and caused, directly or indirectly, by any act or omission on the part of the County; its agents, employees, assigns in the installation, construction, operation, or maintenance of the Public Ways. The Franchisee shall notify, in writing the County within ten (10) days after presentation of any claim or demand, either by suit or otherwise, made against the Franchisee caused by any of the aforesaid acts or omissions on the part of the County. The County shall thereupon have the duty to appear and defend such demand, claim, suit or action on behalf of the Franchisee, without cost or expense to the Franchisee.

7.3 Longevity. The indemnity, insurance and bond requirements contained herein shall survive the termination of this Agreement and shall continue for as long as the Property of the Franchisee shall remain in the Service Area or until the parties execute a new Franchise Agreement which modifies or terminates these indemnity and insurance requirements.

Section 8. JURISDICTIONAL AREA

In the event the County by agreement or by any other action should acquire regulatory authority and control over the Public Ways or other real property held in *fee* simple title or *any* other lesser or

conditional estate, grant or leasehold interest by another local government (e.g., an incorporated city or town), the Franchisee shall have the exclusive authority and privilege to engage in Gas Services in the acquired territory for the remainder of this Agreement unless stated otherwise in the municipality's local law or an applicable intergovernmental agreement.

Section 9. DEFAULT AND REMEDIES

9.1 Termination for Cause. Either party may terminate this Agreement for cause if the other party fails or defaults on any material duties or responsibilities set forth in this Agreement.

9.2 Corrective Action. If either party finds that the other party has failed to perform or defaulted on any or all of the material duties or responsibilities set forth in this Agreement, the non-defaulting party shall provide the defaulting party a written "Notice of Default". The Notice of Default shall describe with sufficient detail the defaulting party's failure to perform and/or default. The defaulting party shall have a period of sixty (60) days from the receipt or delivery of the Notice of Default to correct the failure to perform or default. If the defaulting party fails to correct the failure to perform and/or default within sixty (60) days, the non-defaulting party may terminate this Agreement. If the County decides to terminate this Agreement, the County may revoke the Franchise in accordance with the procedures described in Section 9.4 of this Agreement.

9.3 Enforcement. Subject to applicable federal and State law, in the event either party is in default of any provision of the Franchise, the other party may:

A. Seek specific performance of any provision that reasonably lends itself to such remedy, as an alternative to money damages;

B. Commence an action at law for monetary damages or seek other equitable relief, and/or

C. In the case of a substantial default of a material provision of this Agreement or the Franchise, the County may seek to terminate this Agreement and revoke the Franchise in accordance with Section 9.4 of this Agreement.

9.4 Revocation.

A. Should the County seek to revoke the Franchise after complying with the procedures set forth in Section 9.2 of this Agreement, the County shall give written notice to the Franchisee of its intent to terminate this Agreement and to revoke the Franchise ("Notice of Intent to Revoke") based on a substantial default of a material provision of this Agreement or the Franchise. The Notice of Intent to Revoke shall contain the following:

(1) A description of the specific nature of the default(s);

(2) A statement of intent to revoke the Franchise;

(3) A statement that a public hearing shall be held to consider the grounds for the termination of this Agreement and the revocation of the Franchise; and

(4) The date, time and place of the hearing.

B. The public hearing described herein shall be scheduled between ninety (90) days and one hundred twenty (120) days from the date of the Franchisee's receipt of the Notice of Intent to Revoke. The Franchisee shall have ninety (90) days of receipt of such notice to object in writing and to state its reasons for such objection.

C. At the designated hearing, the County shall give the Franchisee a full and fair opportunity to state its position on the matter, including without limitation the right to introduce evidence, to require the production of evidence, to question witnesses and to obtain a transcript of the proceeding, after which the County shall determine whether this Agreement shall be terminated and the Franchise revoked. The Franchisee shall have a right to judicial review of the decision in the appropriate court in Worcester County.

Section 10. MISCELLANEOUS PROVISIONS

10.1. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.

10.2 Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

10.3. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

10.4. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

10.5. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

10.6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Maryland.

10.7. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.

10.8. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of this Agreement.

10.9. Counterparts. This Agreement shall be executed simultaneously in one or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

10.10. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties. Neither party may unilaterally alter the material rights nor obligations set forth in this Agreement.

10.11. Savings Clause. If any of the provisions of this Agreement shall be held to be unenforceable or unconstitutional, the remaining provisions shall nevertheless be enforceable.

10.12. Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, or by leaving a copy of each notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, postage prepaid, with return receipt request, addressed as follows:

If to County: County Commissioners of Worcester County
1 West Market Street
Snow Hill, MD 21863
Attn: Chief Administrative Officer

If to Franchisee: Chesapeake Utilities Corporation
500 Energy Lane, Suite 100
Dover, Delaware 19904
Attn: Shane Breakie, Vice President

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addressee to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

10.13. Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not necessarily limited to acts of God, the public enemy, fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by Franchisee, whether now existing or hereafter created.

10.14. Compliance with Laws. Franchisee shall comply with all applicable federal, State and local statutes, laws, rules, regulations and ordinances.

10.15. Publication Costs. Franchisee shall assume all costs of publication required by law for the grant of the Franchise.

10.16. Agreement Not to Compete, Power of Eminent Domain and Other Powers. In consideration of Franchisee's undertaking hereunder, the County agrees not to engage in the business of distributing and selling natural gas during the term of this Franchise in competition with Franchisee. Nothing herein contained shall be construed or deemed to prevent the County from exercising at any time any power of eminent domain, any police powers or any other power(s) granted to it under the laws of the State.

10.17. Surrender of Franchise. In the event natural gas at any time shall cease to be available to Franchisee for the distribution and sale hereunder, Franchisee reserves the right to surrender the Franchise. In the event of such surrender, or of the expiration or termination of the Franchise, or in any of such events, Franchisee reserves the right to salvage all of its property and will restore the Public Ways damaged by such salvage operation to substantially the same order and condition, as deemed by the County, as they were before the salvage was made. Franchisee may choose to make safe and abandon any below grade infrastructure in accordance with industry best practices. Franchisee shall remove all above grade infrastructure. Should the Franchisee fail to remove its above grade infrastructure from the Public Ways or other property of the County, the County after reasonable notice may remove the above grade infrastructure

and restore the premises at the Franchisee's expense. This remedy shall not prevent the County from seeking a court order directing that the above grade infrastructure or facilities be removed by the Franchisee.

10.18. Changes, Alterations and Amendments. In the event of an amendment to the laws, rules or regulations of the State and/or the PSC applicable to this Agreement and the Franchise, the terms of this Agreement and the Franchise and the right and privileges thereby conferred and reserved, may be changed, altered, amended or modified upon mutual agreement between the County and the Franchisee, which agreement shall not be unreasonably withheld.

10.19. Waiver of Trial by Jury. Franchisee and the County each hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist and regard to this Franchise or any claim counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by Franchisee and the County, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. The County or Franchisee, as applicable, is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by Franchisee or the County, as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement on the day and year first above written.

ATTEST:

Name: Harold L. Higgins
Chief Administrative Officer

COUNTY COMMISSIONERS
OF WORCESTER COUNTY, MARYLAND

Joseph M. Mitrecic, President

ATTEST:

Name:

CHESPEAKE UTILITIES CORPORATION

Shane Breakie, Vice President

STATE OF MARYLAND
COUNTY OF WORCESTER

BE IT REMEMBERED that on this 3rd day of March, 2020, personally appeared before me, a Notary Public for the State and County aforesaid, Joseph M. Mitrecic, who being by me duly sworn, did depose and say that he is President of the County Commissioners of Worcester County, Maryland that he has executed this Franchise Agreement on behalf of the County Commissioners of Worcester County, Maryland.

FAITH A. COLEMAN
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JUNE 1, 2023
WORCESTER COUNTY, MD

SWORN TO AND SUBSCRIBED before me the day and year above written.

Faith A Coleman
Notary Public
My Commission expires: 6/1/2023

STATE OF Delaware
COUNTY OF Kent

BE IT REMEMBERED that on this 21st day of February, 2020, personally appeared before me, a Notary Public for the State and County aforesaid, Shane Breakie, who being by me duly sworn, did depose and say that he is Vice President, Chesapeake Utilities Corporation that he has executed this Franchise Agreement on behalf of Sandpiper Energy, Inc., a wholly owned subsidiary of Chesapeake Utilities Corporation.

Shane Breakie

SWORN TO AND SUBSCRIBED before me the day and year above written.

Notary Public
My Commission expires: July 05, 2020

CHRISTOPHER JAMES METZGER
NOTARY
PUBLIC
MY COMMISSION
EXPIRES ON
07-05-20
STATE OF DELAWARE

MARYLAND'S Coast WORCESTER COUNTY

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

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

Subject: **Ocean City Inlet**
Additional Correspondence

Date: 1/13/25

We received an update on Shore projects from the Army Corps of Engineers – Baltimore District in our Delmarva Water Transport Committee meeting last week. Specific items of concern to Worcester County include the following:

- While the dredge Murden will be here in late January/Early February to conduct Assateague Bypass and Inlet dredging, it will go into drydock until July or late summer.
- The other dredge, the Currituck is still in the repair yard and may be there for another year. That means dredge availability will be a critical issue in the coming year.

The Corps held an industry day in the past months to explore private dredge availability to dredge entire inlet. They are looking at a civil works funding measure that would need authorization from congress to use maintenance or Harbor Maintenance Trust Funds to do this work. Recently, the emergency Indian River inlet dredging project utilized private contractors.

What remains is that shoaling in the federal channels within the Ocean City inlet occurs at a rate that exceeds the Corps ability to remove by dredging under present practices for the Assateague replenishment project alone to maintain authorized channel navigable conditions. Shoaling creates navigation restrictions and hazards for the local commercial fishing fleets, primarily between buoys 11 and 12, resulting in vessel damages, delays, and increased maintenance. We again may need to yet again advocate for more aggressive actions to improve navigable conditions within the Ocean City Inlet channel and keep up with the current pace of accretion of sediment within the inlet.

Realizing that budgetary and project support are needed at the federal level to push the Corps on actions such as a third dredge, aggressive maintenance dredging, and consideration of private contractors if dredge availability from the Corps is not forthcoming, we respectfully request approval to work with Ms. Sharpe and our lobbyist on an official letter to our federal representatives to advocate for these important measures.

If you have any questions or need additional information, please let me know. I will be available to discuss this matter.

cc: Charlene Sharpe

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

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 , Mar yland
21863-1195

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

January 21, 2025

Congressman Andy Harris
1536 Longworth House Office Building
Washington, District of Columbia 20515

RE: Ocean City Inlet

Dean Congressman Harris:

The Worcester County Commissioners are very appreciative of the time you've taken over the years to visit the Ocean City inlet and better understand local concerns related to navigation. Though the US Army Corps of Engineers (USACE) initially planned to develop a long-term solution for shoaling, the agency is no longer moving forward with constructed improvements and instead continues the practice of maintenance dredging. Nevertheless, shoaling in the federal channels remains a problem, creating navigation restrictions and hazards for the local commercial fishing fleet, resulting in vessel damage, delays and increased maintenance.

There are just two dredge vessels servicing the area. The Currituck is in the repair yard and will likely be there another year. The Murden is expected to dredge our area later this month but will go into drydock until late summer. Fishing activity in Ocean City, however, hits its peak well before then and is highlighted by the White Marlin Open in early August.

With that in mind, we urge you to consider allocating federal funding to study the need for a third dredge vessel for the East Coast, as availability of the two existing vessels is always in doubt with natural disasters and dry dock maintenance requirements for the aging vessels.

It is only through the assistance from your office that we've been able to get the dredge vessels here enough to keep the channels here navigable. Continual entreaties for dredging wouldn't be necessary if there was a third dredge vessel serving the region.

DRAFT

Another option in the interim could be the exploration of a civil works funding measure that would allow the use of maintenance or Harbor Maintenance Trust Funds to do this work. Worcester County recently learned that emergency dredging of the Indian River Inlet was completed by private contractors. If USACE dredges are unavailable for critical dredging in Ocean City we could use private contractors if we had a funding source and plan in place.

Thank you for your consideration of this request. We appreciate all that you have done and continue to do to help protect Ocean City's valuable commercial and recreational fishing industries. If you have any questions, feel free to contact me or Chief Administrative Officer Weston Young.

Sincerely,

Theodore J. Elder
President

DRAFT

MARYLAND'S Coast WORCESTER COUNTY

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: January 21, 2025
RE: Recommendation to Award – John Walter Smith Park Site and Civil Engineering Services

Recreation and Parks is recommending the County award the John Walter Smith Park Site and Civil Engineering Services to George, Miles & Buhr, LLC. Proposals were due and opened on Friday, November 15, 2024. Two proposals were received. I have attached the proposal tabulation and contract to this memo. An evaluation team consisting of three members reviewed each proposal individually prior to an overall group average being established. All three members of the committee agree that the highest scoring proposal, which was received from George, Miles & Buhr, LLC, represents the best value to Worcester County. The total contract award amount is $35,000. We are only awarding Items 1-4 on the Form of Proposal.

Tasks 1-4 include Pre-Design Phase Services, Design Phase Services, Permitting Phase Services, and Technical Bidding Phase Services. Task 5 pertains to Construction Phase Services.

Funding for this project was approved by Program Open Space under account 100.1602.500.6160.241, Grant Programs New Park Development. Project Open Space funding is 90% reimbursable.

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

John Walter Smith Park/Civil Engineering Services
Friday, November 15, 2024 @ 2:30pm
Request for Proposals Tabulation Sheet
Respondent's Name(s):
George, Miles & Buhr, LLC
Wallace Montgonery

WORCESTER COUNTY, MARYLAND
OFFICE OF THE COUNTY COMMISIONEERS
1 WEST MARKET STREET, ROOM 1103
SNOW HILL, MARYLAND 21863
410-632-1194
FAX: 410-632-3131

Weston Young
Chief Administrative Officer

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP
Procurement Officer

CONTRACT

THIS CONTRACT, made on January 21, 2025, between the County Commissioners of Worcester County, Maryland ("County"); and George, Miles & Buhr, LLC ("Successful Vendor").

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete Items 1, 2, 3 and 4 listed on the Form of Proposal for the JOHN WALTER SMITH PARK SITE AND CIVIL ENGINEERING SERVICES.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $35,000 (thirty-five thousand dollars and no cents). The contract amount reflects the costs listed on the Form of Proposal for Items 1, 2, 3 and 4.
5. The term 'Contract Documents' means and includes the following:
    a. This Contract
    b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
    c. Advertisement
    d. Section I: Introduction
    e. Section II: General Information
    f. Section III: General Conditions
    g. Section IV: Proposal Specifications
    h. Section V: Evaluation and Selection Process
    i. Form of Proposal
    j. References
    k. Exceptions
    l. Individual Principal
    m. Vendor's Affidavit of Qualification to Bid
    n. Non-Collusive Affidavit
    o. Addendum 1 – Dated 11/8/2024

p. Successful Vendor's Completed Proposal Documents
q. Notice of Award
r. Notice to Proceed

6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Proposal Documents.
8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

_____

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

_____
Theodore J. Elder
President
Date:

WITNESS:

_____

CONTRACTOR:
George, Miles & Buhr, LLC

_____
By:
Title:
Date:

MARYLAND'S Coast WORCESTER COUNTY

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: January 21, 2025
RE: Request for Proposal – John Walter Smith Park Site and Civil Engineering Services – Evaluation Committee Members

Due to the possibility of future negotiations taking place prior to contract execution, I ask that the names of the evaluation committee members and pricing be kept confidential until the contract is fully executed. Please see below the three county employees who completed the evaluations for this request for proposal. All request for proposal evaluations are completed in the same manner. The members of the evaluation committee first complete their evaluations individually. The individual evaluations are sent to the Procurement Officer to be compiled into a group average. Then the group comes together to discuss whether everyone agrees to move forward with the highest scored proposal.

CONFIDENTIAL

Evaluation Committee Members
Chris Clasing, Deputy Director of Public Works
Darcy Billetdeaux, Parks Superintendent
Kevin A. Lynch, Roads Superintendent

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

John Walter Smith Park/Civil Engineering Services	
Friday, November 15, 2024 @ 2:30pm	
Request for Proposals Tabulation Sheet	
Respondent's Name(s):	**Total Cost**
George, Miles & Buhr, LLC	$35,000
Wallace Montgonery	$95,000

Worcester County

MARYLAND

Annual Comprehensive Financial Report

FISCAL YEAR ENDED JUNE 30, 2024

WWW.CO.WORCESTER.MD.US

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Worcester County
Maryland

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morrill

Executive Director/CEO

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
http://www.co.worcester.md.us/departments/drp

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: January 6, 2025
Re: Planning Commission Recommendation - Text Amendment– Marine Uses and Public Utility Operation Centers

****

On January 2, 2025, the Planning Commission reviewed the proposed text amendment that I prepared at the request of the Worcester County Commissioners. The draft bill reviews the uses associated with the CM Commercial Marine District and evaluate ways to strengthen the protection of the commercial fishing industry in Worcester County within our Zoning Code. Following the discussion, the board gave a favorable recommendation as presented. A copy of the draft bill is attached for your consideration.

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

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

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: December 19, 2024
Re: Text Amendment– Marine Uses and Public Utility Operation Centers

****

On December 17, 2024, I was directed by the Worcester County Commissioners to review the uses associated with the CM Commercial Marine District and evaluate ways to strengthen the protection of the commercial fishing industry in Worcester County within our Zoning Code.

To that end, I have prepared the attached text amendment to address marine uses and public utility operation centers in the Zoning and Subdivision Control Article. Specifically, the bill does the following:

- Creates definitions to previously undefined terms including “marine activity”, “marine yard”, and “transportation station or terminal”.
- Creates a new use and definition for “public utility operation centers”.
- Refines the purpose and intent statement of the CM Commercial Marine District to further support the commercial and recreational fishing industry.
- Removes as a principal permitted use public utility structures and properties in the CM Commercial Marine District.
- Refines marine yard uses in the A-2 Agricultural and E-1 Estate Districts consistent with the new definitions.
- Adds as a principal permitted use public utility operation centers in the C-2 and C-3 Commercial Districts and the I-1 and I-2 Industrial Districts.

Background

The commercial harbor located between Harbor Road and Sunset Avenue in West Ocean City is the only commercial fishing harbor in Ocean City. It has direct access to the Atlantic Ocean through the Ocean City inlet. As a result of multiple rezoning requests in and around the harbor, the Worcester County Commissioners recognized the need to set aside land to preserve and protect Worcester County’s commercial fishing industry, while still allowing compatible uses. In 1998, zoning regulations were developed and adopted, resulting in the creation of the Commercial Marine zoning district. In 1999, the boundaries of the district were established over the lands within the West Ocean City Harbor (see attached Resolution No. 99-32).

The 2006 Comprehensive Plan promotes the continuation of the seafood landing and processing facilities by way of land use controls and incentives, and the maintenance of the West Ocean City harbor as a working commercial harbor. It states that tourism uses and other commercial development, when compatible, should remain secondary to the commercial marine activities. The commercial and recreational fishing industry will be negatively impacted, should the remaining properties that have existing and sufficient infrastructure to support this industry be redeveloped into other non-compatible land uses.

Discussion

Of the uses listed in the CM District regulations, public utility structures and properties are the least compatible with the marine uses listed. A public utility structure or property could be anything from an unmanned electrical substation, a water or wastewater treatment plant, a gas meter and regulation station, or even business offices for the utility company. These uses are better situated away from the harbor, and preferably outside of the floodplain. Therefore, I am proposing the elimination of this use from the CM District regulations as there is ample land in the other zoning districts where this use is permitted either by right or special exception.

In addition, I am proposing a public utility operation center definition and use that would be more appropriate for the business offices and maintenance facilities associated with a public utility. It is currently proposed for the C-2 and C-3 Commercial Districts and the I-1 and I-2 Industrial Districts. This use would be applied to facilities such as the former Choptank Electric Cooperative building on Worcester Highway (Route 113) in Berlin. Similar language exists in the City of Salisbury, Maryland zoning code, where Choptank relocated to Walston Switch Road across from Wor-Wic Community College. Currently, such facilities would fall under the public utility structure or property classification allowed in all zoning districts.

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.

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 25-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Marine Uses and Public Utility Operation Centers

For the purpose of amending the Zoning and Subdivision Control Article to add definitions for terms used in the code; remove as a principal permitted use public utility structures and properties in the CM Commercial Marine District; refine marine yard uses in the A-2 Agricultural and E-1 Estate Districts; and add as a principal permitted use public utility operation centers in the C-2 and C-3 Commercial Districts and the I-1 and I-2 Industrial Districts.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a definition of the term "marine activity" to read as follows:

> MARINE ACTIVITY – Activities required for, supportive of, or commonly associated with the operation, storage, loading and unloading of boats, waterfront dock and port facilities, boat fuel and equipment supply, and other activities associated with the commercial and recreational fishing industry. Marine activities shall not include portside infrastructure or associated facilities that are intended to support offshore energy production.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a definition of the term "marine yard" to read as follows:

> MARINE YARD – Structures or storage yards for the fueling, boat launching and recovery, dry storage of seaworthy boats in operable condition, maintenance facilities for all types of hull, deck and interior repairs and painting, and boat construction.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a definition of the term "public utility operation center" to read as follows:

PUBLIC UTILITY OPERATION CENTER – Facilities, structures and any or all uses directly relating to the operation and maintenance of a public utility, including, but not limited to:

(1) Operating utility system controls;

(2) Business offices and associated accessory uses;

(3) Indoor and outdoor vehicular and material storage yards for the constructing, maintenance and or repair of the utility system;

(4) Incidental fueling and maintenance facilities; or

(5) Indoor and outdoor assembly, repair, maintenance, testing and storage of utility system components, equipment, tools and supplies.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a definition of the term "transportation station or terminal" to read as follows:

TRANSPORTATION STATION OR TERMINAL – Properties or structures associated with the transportation, loading and unloading of goods or freight by truck, rail or watercraft, but excluding warehousing and maintenance facilities.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-214(a) 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:

(a) Purpose and intent. This district is intended to prevent the displacement of the commercial fishing industry, which provides significant historic, social, cultural and economic value to Worcester County. Commercial and recreational uses that are supplemental to the commercial fishing industry and which of necessity must be near waterfront areas shall be allowed. Furthermore, it is the intent of this district that there shall be no basis, under this Title, for recourse against the effects of any normal commercial fishing or other commercial marine activity or operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-214(b)(8) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and subsection § ZS 1-214(b)(9) be renumbered as § ZS 1-214(b)(8).

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-202(c)(11) 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:

(11) Marine yards, including incidental retail sales of parts and accessories. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-203(c)(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) Marine yards, except boat construction. All repair and maintenance facilities shall be conducted wholly within an enclosed building. Minimum lot requirements shall be: lot area, twenty acres; lot width, two hundred feet; front yard setback, two hundred feet; each side yard setback, two hundred feet; and rear yard setback, two hundred feet; and subject to the provisions of § ZS 1-325. In addition, such structures and storage yards shall be screened on all sides in accordance with the provisions of § ZS 1-322. If vegetated screening of thirty-five feet or more in width is provided in that portion of the setback closest to the use area, the minimum setbacks may be reduced by the Board of Zoning Appeals to one hundred feet.

Section 9. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new subsection § ZS 1-210(b)(21) be added to the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland to read as follows:

(21) Public utility operation centers. Minimum lot requirements shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

Section 10. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new subsection § ZS 1-211(b)(27) be added to the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland to read as follows:

(27) Public utility operation centers. Minimum lot requirements shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

Section 11. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new subsection § ZS 1-212(b)(22) be added to the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland to read as follows:

(22) Public utility operation centers. Minimum lot requirements shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

Section 12. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new subsection § ZS 1-213(b)(25) be added to the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland to read as follows:

(25) Public utility operation centers. Minimum lot requirements shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

Section 13. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2025.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

RESOLUTION NO. 99-32

RESOLUTION ADOPTING SECTIONAL REZONING MAPS FOR WORCESTER COUNTY WEST OCEAN CITY HARBOR

WHEREAS, on March 10, 1992 the County Commissioners of Worcester County, Maryland adopted comprehensive rezoning maps of Worcester County referenced as the "Official Zoning Maps of Worcester County, Maryland Numbers 1-102"and a Zoning and Subdivision Control Article; and

WHEREAS, Section 1-113(c)(6) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland provides for sectional reclassification map amendments; and

WHEREAS, the County Commissioners have recognized the need to set aside appropriately located lands in order to preserve and protect Worcester County's commercial fishing industry while allowing for commercial, industrial and recreational uses and therefore on December 15, 1998 adopted district regulations and created the CM Commercial Marine District; and

WHEREAS, the County Commissioners find that there is a need to apply the CM Commercial Marine District and its associated regulations to a portion of the West Ocean City Harbor and consequently initiated a sectional rezoning of the harbor area; and

WHEREAS, the County Commissioners have complied with all requirements for said sectional reclassification map amendments including the holding of a public hearing on July 13, 1999 to hear public comment on the requested amendments; and

WHEREAS, based upon the provisions of the Comprehensive Plan, the testimony provided at the public hearing, staff reports and consultations, the favorable recommendation of the Planning Commission, and the County Commissioners' personal knowledge of the West Ocean City Harbor area, the County Commissioners hereby make the following legislative findings:

1) The commercial fishing industry has substantial historic, social, cultural and economic values for Worcester County and its protection is critical. The Worcester County Comprehensive Plan states in part that the County should enforce protection of the seafood industry's harvest areas, landings and processing plants through the reasonable implementation of land use controls and water quality regulations. The Comprehensive Plan further declares that the West Ocean City Harbor is designated to facilitate the commercial harvesting of finfish

and shellfish and that the continued functioning of the West Ocean City Harbor facility for commercial boats should be ensured through zoning and other land use controls. The Comprehensive Plan provides that as West Ocean City develops it will become more difficult to maintain the Harbor as a facility for commercial seafood vessels, that existing seafood handling and processing businesses (unless otherwise protected) may be replaced by other uses, that access will be constrained by increased traffic, and further that the function of this Harbor as a maritime port should be maintained. The County Commissioners therefore conclude that adoption of the sectional rezoning to a CM Commercial Marine District for the West Ocean City Harbor is consistent with the goals and objectives of the County's Comprehensive Plan.

2) Commercial fishing has a considerable positive impact on the overall health and diversity of Worcester County's economy. These economic considerations weigh heavily in the allocation of funds by the U. S. Army Corps of Engineers for the continued dredging of the Ocean City Inlet and channels. This dredging then has a symbiotic benefit for the resort area's sportfishing fleet. However, it is the economic impact of the commercial fishing fleet rather than the recreational fleet that is of priority to the U. S. Army Corps of Engineers when making decisions about where to invest the limited amount of funds available for dredging. The loss of federal support for dredging would place additional financial burden on local governments and County taxpayers if such dredging is to be continued. The County Commissioners conclude that the application of the CM Commercial Marine District regulations on the West Ocean City Harbor area is a positive step towards ensuring continued federal support.

3) The West Ocean City Harbor is Maryland's only direct ocean-going port and is, with the exception of some minor facilities, the only such harbor between Cape May, New Jersey and Virginia Beach, Virginia for ocean-going vessels. Testimony provided at the hearing relative to seafood landings at the West Ocean City Harbor indicated that over a period of approximately twenty years, the average annual landing of seafood has exceeded 19 million pounds, with an average annual value in excess of $13 million. Many local people are employed on these vessels or at their landing facilities. Additionally, numerous businesses exist in the Harbor area and Worcester County in general which derive a portion of their income by providing goods and services to the commercial fishing operations. It is this mix of uses and character that is found to be picturesque and interesting by many people and which makes the harbor somewhat of a tourist destination in and of itself. Businesses in close proximity to the Harbor benefit from the presence of tourists and other people visiting the Harbor. The County Commissioners determine that the West Ocean City Harbor's unique and strategic location warrants protection.

4) The County Commissioners observe that the West Ocean City Harbor is at present developed with a mix of uses that have resulted from the M-1 Light Industrial District and B-2 General Business District zoning classifications found in the area. Development of these uses has occurred in accordance with those zoning classifications. The County Commissioners recognize that in all likelihood those commercially developed properties will not revert to industrial uses or to those associated with commercial fishing. To now make uses developed under the B-2 General Business District regulations nonconforming or conforming special exceptions by virtue of placement of the CM Commercial Marine District regulations on those properties is found by the County Commissioners to place an onerous burden on those properties and their owners. The County Commissioners conclude that measures should be taken to permit those properties and the structures found thereon to continue to be used in such a manner for which they were designed or to be expanded without having to seek Board of Zoning Appeals' approval.

5) During its review of Bill 98-17, introduced to establish the CM Commercial Marine District regulations, the Planning Commission concluded that the proposed bill would assist in protecting commercial fishing operations from intrusion and conflict with incompatible uses and therefore gave a favorable recommendation to the bill. Bill 98-17 was subsequently enacted into law by the County Commissioners on December 15, 1998. On June 3, 1999 the Planning Commission reviewed the proposed sectional rezoning of the West Ocean City Harbor area to a CM Commercial Marine District classification. The Planning Commission found that the proposed sectional rezoning was consistent with the County's Comprehensive Plan and gave a favorable recommendation to the adoption of the sectional rezoning. The County Commissioners concur with the findings of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the sectional rezoning of those properties as shown on the map attached herewith and made a part hereof to CM Commercial Marine District be approved subject to the following condition:

1) Those properties shown on Worcester County Tax Map 27 as Parcels 599, 358, 353, 447, 607, 655, 372, 376, 377, and 378 which were zoned B-2 General Business District prior to the adoption of this comprehensive/sectional rezoning shall not be deemed as nonconforming or conforming special exceptions with respect to their use. Notwithstanding the provisions of § ZS 1-121, existing uses on the aforementioned properties which are in compliance with the uses of the B-2 General Business District may remain, be altered or enlarged, or be redeveloped in conformance with the B-2 General Business District regulations as may be

amended from time to time with respect to principal permitted uses only. All minimum lot requirements and other provisions of the Zoning and Subdivision Control Article in effect at the time of redevelopment, alteration or expansion shall remain in full force and effect.

BE IT FURTHER RESOLVED that this Resolution shall be effective this 7th day of September, 1999.

ATTEST:

Gerald T. Mason
Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS

Jeanne Lynch, President

John E. Bloxom, Vice President

Louise L. Gulyas

Virgil L. Shockley

James L. Purnell, Jr.

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
http://www.co.worcester.md.us/departments/drp

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: January 6, 2025
Re: Proposed County Project – Fire Training Center

On January 2, 2025, the Planning Commission reviewed a proposed project associated with the construction vehicle storage building, sprinkler tank and pump house, future fire tower, and existing and replacement fencing. Under the provisions of §ZS 1-104 County projects, plans and regulations, County agencies shall submit their plans to the Planning Commission for review and comment. Those comments shall be advisory only. Based upon their review, the Planning Commission found the proposal consistent with the overall goals of the Zoning Code and had no additional comments to provide.

At this time, I am requesting that the Worcester County Commissioners consider an exemption for the County-owned and -operated facility from the provisions of the Zoning and Subdivision Control Article. A draft resolution to that effect is attached. The Commissioners may choose to hold a public hearing, but it is not required. Given that this new facility is an expansion of uses already conducted on the property, staff does not find that a public hearing is necessary.

If an exemption is not granted, the project would require a special exception from the Board of Zoning Appeals for an expansion of the use in the A-1 Agricultural District, and fully comply with the Zoning Code, as well as the Design Guidelines and Standards for Commercial Uses.

cc: Roscoe Leslie, County Attorney
Matt Owens, Fire Marshal
Bill Bradshaw, County Engineer

RESOLUTION NO. 25-____

RESOLUTION EXEMPTING THE WORCESTER COUNTY FIRE TRAINING CENTER AS A COUNTY PROJECT UNDER THE WORCESTER COUNTY ZONING ORDINANCE.

WHEREAS, Section 1-104 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County allows for the exemption of any County project from the provisions of the Worcester County Zoning Ordinance; and

WHEREAS, the County Commissioners have determined it to be in the best interest of the health, safety morals and general welfare of the community to exempt a certain County project as described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the following project is hereby exempted from the Worcester County Zoning Ordinance pursuant to Section 1-104 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County:

1. The construction of a vehicle storage building, sprinkler tank and pump house, and future fire tower; existing and replacement fencing; and including the existing fire training facility improvements, located at 6743 Central Site Lane, on the property identified as Parcel 50 on Tax Map 48.

PASSED AND ADOPTED this ___ day of _____, 2025.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Kristen Tremblay, AICP, Zoning Administrator
Date: January 2, 2025
Re: Proposed County Project – Vehicle Storage Facility at Fire Training Center

The Worcester County Department of Development Review and Permitting has received construction and site plans associated with the construction of a proposed vehicle storage facility at the Worcester County Fire Training Center facility located at 6743 Central Site Lane, Newark, MD 21841 (Tax Map 48, Parcel 50, A-1 Agricultural). A copy of those plans have been enclosed.

The provisions of §ZS 1-104 County projects, plans and regulations require that County agencies submit their plans for new construction or a major expansion or renovation to existing structures to the Planning Commission for review and comment. Those comments shall be advisory only.

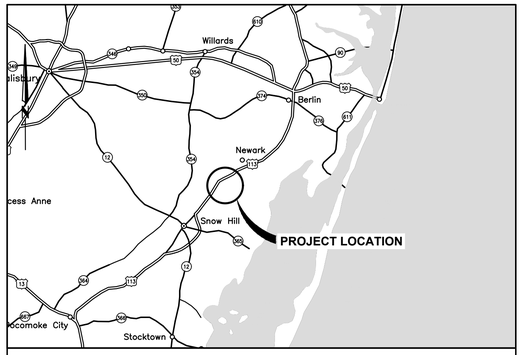
Upon review of the proposed plans, the improvements will consist of the construction of a 12,275 square foot building that will be used for vehicle storage at the fire training center in Newark. There will be no public access to the facility.

Staff has no zoning issues with this request as presented. If approved, the Department will issue a building permit application for the construction of the improvements. Such permit will be reviewed and approved by all applicable departments and agencies for compliance with their regulations.

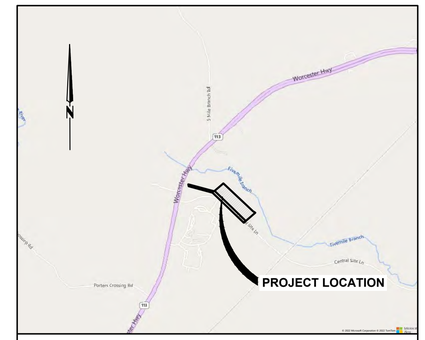
VEHICLE STORAGE FACILITY

CENTRAL SITE LANE
WORCESTER COUNTY, MARYLAND

DBF PROJECT NO. 0085B049
SEPTEMBER 2024



VICINITY MAP SCALE: 1"=6 MILES



LOCATION MAP SCALE: 1"=2,000'

INDEX OF DRAWINGS:

SHEET #	SHEET TITLE
C-001	TITLE SHEET
C-052	EXISTING CONDITIONS & DEMO PLAN
C-102	SITE & UTILITY PLAN
C-204	CONSTRUCTION DETAILS
C-302	GRADING PLAN
C-303	STORMDRAIN PROFILES
C-407	CONSTRUCTION SITE DETAILS AND NOTES

GENERAL NOTES

1. BEFORE ANY EXCAVATION IS PERFORMED, THE CONTRACTOR SHALL CONTACT "MISS UTILITY" OF DELMARVA AT 1-800-441-8355, AT LEAST THREE (3) WORKING DAYS PRIOR TO EXCAVATION TO HAVE EXISTING UNDERGROUND UTILITIES LOCATED.
2. ALL DETERIORATED CURB, GUTTER AND SIDEWALKS, AS DETERMINED BY THE COUNTY, ALONG THE FRONTAGE(S) OF THE PROPERTY MUST BE REPAIRED/REPLACED AT THE TIME OF CONSTRUCTION USING A CONCRETE CONTRACTOR WHO IS CURRENTLY APPROVED BY THE TOWN. HANDICAP RAMPS WITH A MAXIMUM 12:1 SLOPE ARE REQUIRED AT ALL PUBLIC STREET AND DRIVEWAY INTERSECTIONS. DETECTABLE WARNING DEVICES (TRUNCATED DOMES) MUST BE PROVIDED AT ALL HANDICAP RAMPS.
3. ALL STABILIZATION, PAVING AND ROAD PATCHING IN THE PUBLIC ROADWAY, WHICH IS NECESSITATED BY THE CONSTRUCTION OF THIS PROJECT, SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, USING A PAVING CONTRACTOR WHO IS CURRENTLY APPROVED BY THE COUNTY.
4. CONTRACTOR SHALL PROVIDE STAKEOUT NECESSARY FOR THE INSTALLATION OF THE UTILITIES, PAVING, STORM DRAINAGE, AND ALL OTHER SITE WORK INCLUDED IN THESE PLANS.
5. CONSTRUCTION OF ROADS, LOT AND SITE GRADING SHALL CONFORM TO EROSION AND SEDIMENT CONTROL REQUIREMENTS DEFINED ON THE SEDIMENT CONTROL PLAN DRAWINGS.
6. ALL DISTURBED AREAS WITHIN THE PUBLIC RIGHT-OF-WAY BUT NOT IN PAVEMENT SHALL BE TOPSOILED (4" MINIMUM), FERTILIZED AND SEEDED IN ACCORDANCE WITH SPECIFICATIONS AND THE EROSION AND SEDIMENT CONTROL PLAN.
7. EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE BASED UPON THE BEST AVAILABLE INFORMATION AND ARE SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. NO GUARANTEE IS MADE OR IMPLIED REGARDING THE ACCURACY OR COMPLETENESS THEREOF. CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF DEPTH, SIZE AND MATERIAL OF ALL UNDERGROUND UTILITIES TO HIS OWN SATISFACTION BEFORE BEGINNING ANY EXCAVATION OR PIPE LAYING. THE OWNER AND ENGINEER DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SAID INFORMATION. IF THE CONTRACTOR RELIES ON SAID INFORMATION, HE DOES SO AT HIS OWN RISK. THE GIVING OF THE INFORMATION ON THE PLANS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATIONS TO SUPPORT AND PROTECT ALL SHOWN OR NOT SHOWN EXISTING UTILITIES AND APPURTENANCES. SHOULD ANY EXISTING UTILITIES BE DAMAGED BY THE CONTRACTOR, THEN THE CONTRACTOR SHALL REPAIR THE DAMAGE CAUSED TO THE OWNER'S SATISFACTION, AT THE CONTRACTORS EXPENSE.
8. PIPELINE DETECTION TAPE SHALL BE INSTALLED CONTINUOUSLY ALONG THE SEWER PIPELINES AT 6" DEPTH BELOW GRADE. THE TAPE SHALL HAVE A MINIMUM WIDTH OF 2" AND BE CAPABLE OF BEING DETECTED BY INDUCTIVE METHODS. IT SHALL BE IMPRINTED WITH THE WORDS "CAUTION, SEWER LINE BELOW." NO. 14 SOLID COPPER WIRE SHALL BE INSTALLED ALONG THE WATER PIPELINE.
9. CONNECT TO EXISTING WATER MAIN WHERE SHOWN ON PLAN. TEST PIT TO VERIFY SIZE, MATERIALS AND LOCATION OF EXISTING LINE.
10. CONTRACTOR TO MAINTAIN 3.5 FEET OF COVER OVER ALL NEW WATER LINES.
11. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACKFILLING TRENCHES.
12. ON-SITE TOPOGRAPHIC SURVEY BY DAVIS, BOWEN & FRIEDEL, INC. TAKEN IN AUGUST 2022. HORIZONTAL DATUM IS MARYLAND STATE GRID, NAD 83. VERTICAL DATUM IS BASED ON IRON CAP BENCHMARK FOUND, ELEV. 25.79'.
13. THERE ARE NO WETLANDS PRESENT ON THIS SITE.
14. THE LOCATION OF THE 100 YEAR FLOOD PLAIN AS SHOWN IS BASED ON INFORMATION OBTAINED FROM THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD BOUNDARY AND FLOODWAY MAP PANEL NUMBER 24047C0255H EFFECTIVE DATE JULY 16, 2015.
15. THIS SITE IS NOT WITHIN THE "CHESAPEAKE BAY CRITICAL AREA" AS DEFINED BY THE WORCESTER COUNTY CHESAPEAKE BAY CRITICAL PROGRAM, PUBLISHED SEPTEMBER 14, 1998.
16. THIS SITE IS NOT WITHIN THE AREA OF THE PALEOCHANNEL.
17. THIS PROJECT WILL UTILIZE A PRIVATE TRASH COLLECTION SERVICE (BFI OR ALLIED).
18. DURING THE PROCESS OF THE JOB, THE CONTRACTOR SHALL KEEP A CAREFUL RECORD AT THE JOB SITE OF ALL CHANGES AND CORRECTIONS TO THE INFORMATION SHOWN ON THE CONTRACT DRAWING(S) AND THE STORMWATER MANAGEMENT PLAN DRAWING(S). PRIOR TO BACKFILL, THE CONTRACTOR SHALL ENTER SUCH CHANGES AND CORRECTIONS ON ONE SET OF RED LINE AS-BUILT DRAWINGS. THE RED LINE AS-BUILT DRAWINGS SHALL INDICATE, IN ADDITION TO ALL CHANGES AND CORRECTIONS, ALL SUBSURFACE STRUCTURES/UTILITIES INSTALLED OR UNCOVERED, REFERENCED TO PERMANENTLY FIXED SURFACE STRUCTURES. PRIOR TO TESTING OF THE UTILITY/UTILITIES AND ACCEPTANCE OF THE SWM FACILITIES INVOLVED UNDER THE CONTRACT, THE CONTRACTOR SHALL SUBMIT, CONCURRENTLY, TO THE OWNER ONE SET OF RED LINE AS-BUILT DRAWINGS SHOWING THE AFOREMENTIONED DATA. SHOULD THE CONTRACTOR FAIL TO MAINTAIN RED LINE AS-BUILT DRAWING(S), THE OWNER MAY BE REQUIRED TO HIRE A PRIVATE LOCATOR AND MAY BE REQUIRED TO TEST PIT THE MAINS AT THE DISCRETION OF THE TOWN ENGINEER. PARTIAL ACCEPTANCE OF THE PUBLIC UTILITIES AND ACCEPTANCE OF THE STORMWATER MANAGEMENT FACILITY MAY BE DELAYED PENDING RECEIPT OF THIS INFORMATION.
19. DISCREPANCIES
    A. THE CONTRACTOR SHALL IMMEDIATELY STOP WORK AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES DISCOVERED BETWEEN THE DRAWINGS AND EXISTING CONDITIONS.
    B. ERRORS OR OMISSIONS IN DRAWINGS OR LAYOUT SHALL BE TREATED AS A DISCREPANCY (ABOVE).
    C. THE ENGINEER OR AUTHORIZED REPRESENTATIVES WILL REVIEW THE CONTRACTOR'S FINDING TO CONFIRM THE DISCREPANCY.
    D. THE ENGINEER WILL ISSUE NEW INSTRUCTIONS AS SOON AS POSSIBLE TO RELIEVE THE DISCREPANCY.
    E. THE CONTRACTOR SHALL RESOLVE ANY QUESTIONS BEFORE START OF WORK OR CONTINUATION AFTER THE DISCREPANCY OR QUESTIONS ARISES."

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE OR RIGHT-OF-WAY LINE	
	SHORE LINE	
	PUBLIC UTILITY EASEMENT	
X	FENCE	X
24	CONTOUR	24
x24.24 / x24.74 TC 24.24	SPOT ELEVATIONS: SURFACE, TOP OF CURB / BOTTOM OF CURB	24.24 / 24.74 T.C. 24.24 B.C.
	SWALE	
	EDGE OF WOODS, LIMITS OF CLEARING LINE	
E	UNDERGROUND ELECTRIC LINE	
OH/E	OVERHEAD ELECTRIC LINE	
T	UNDERGROUND TELEPHONE LINE	
G	UNDERGROUND GAS LINE	
	SEWER MAIN, MANHOLE, AND CLEANOUT	C.O.
	WATER MAIN, HYDRANT, VALVE, AND METER	W.M.
	STORMDRAIN, MANHOLE, AND INLET	
	CURB, CURB AND GUTTER	
	CONCRETE SIDEWALK, PAD, OR PAVING	
	BITUMINOUS PAVING	
	BUILDING	
	ITEMS TO BE DEMOLISHED	
	DECIDUOUS TREE, EVERGREEN TREE, AND SHRUBS	
	ROAD SIGN, MAIL BOX	
	LIGHT POLE	
	UTILITY POLE WITH GUY WIRES	

ABBREVIATIONS

PR	PROPOSED
EX	EXISTING
D.I.	DUCTILE IRON

SITE DATA

OWNER:	COUNTY COMMISSIONERS OF WORCESTER COUNTY 1 WEST MARKET STREET, ROOM 1103 SNOW HILL, MD 21863-1195 PHONE: 410-632-1194 FAX: 410-632-3131
ENGINEER:	DAVIS, BOWEN, & FRIEDEL, INC. 601 E. MAIN ST., SUITE 100 SALISBURY, MARYLAND 21804 PHONE: 410-543-9091 FAX: 410-543-4172
PROPERTY ADDRESS:	6743 CENTRAL SITE LANE NEWARK, MD 21841
TAX MAP, GRID, PARCEL NO.:	0048, 0022, P. 0050
TAX ACCOUNT ID NO.:	003012
TAX DISTRICT:	4
DEED REF.:	04442/00192
ZONING:	A1- AGRICULTURE
BUILDING SETBACKS:	35' FRONT SETBACK 30' SIDE SETBACK 30' REAR SETBACK
EXISTING BUILDING AREA:	4,908 SF
PROPOSED BUILDING AREA:	13,525 SF
GROSS FLOOR AREA:	12,275 SF
NUMBER OF STORIES:	1 (HEIGHT 29')
TYPE OF CONSTRUCTION:	METAL BUILDING
SPRINKLERED:	YES
TYPE OF PLAN:	MAJOR SITE PLAN
EXISTING USE:	PUBLIC UTILITY PROPERTY
PROPOSED USE:	PUBLIC UTILITY PROPERTY
PARKING: REQUIRED PROVIDED	 N/A 3 EXISTING MARKED + UNMARKED LOT
TOTAL PARCEL AREA:	12.1 ACRES
LIMIT OF DISTURBANCE: SF, 2.28 AC	99,317
EX. IMPERVIOUS SURFACE:	1.257 ACRES
EX. IMPERVIOUS %:	10%
PRO. IMPERVIOUS SURFACE:	1.773 ACRES
PRO. IMPERVIOUS %:	15%
FLOOD ZONE:	ZONE X - OUTSIDE FLOODPLAIN (FIRM MAP 24047C0255H, DATED JULY 16, 2015)
ACTUAL BUILDING COVERAGE:	3.7% (0.449 ACRES)
EXISTING WATER PROVIDER:	WELL
EXISTING SEWER PROVIDER:	SEPTIC TANK WITH DRAINAGE FIELD
CUT VOLUME:	1400 C.Y.
FILL VOLUME:	596 C.Y.
EXPORT VOLUME:	804 C.Y.

ENGINEER'S STATEMENT

I, JASON P. LOAR, HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 31100, EXPIRATION DATE: 01/21/25.

SIGNATURE: _____ _____
JASON P. LOAR, P.E. DATE

RESPONSIBLE PERSONNEL STATEMENT

I, DAVID M. BRADFORD, JR , HEREBY CERTIFY THAT:

- I AM THE DEVELOPER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT MY DIRECTION, THAT I ACKNOWLEDGE THE SAME TO BE MY ACT, AND DESIRE THE PLAN TO BE DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.
- ALL PHASES OF STORMWATER MANAGEMENT CALCULATIONS, STRUCTURAL DESIGN, AND CONSTRUCTION WILL ADHERE TO CURRENT MARYLAND STANDARDS AND SPECIFICATIONS FOR STORMWATER MANAGEMENT AND STORMWATER MANAGEMENT PLAN FOR THIS SITE.
- ALL INFORMATION SET FORTH IN THIS PLAN ACCURATELY CONVEYS THIS SITE'S CONDITIONS TO THE BEST OF MY KNOWLEDGE.
- ALL STRUCTURAL DEVICES FOR STORMWATER MANAGEMENT WILL BE PROTECTED BY PROPER SOIL EROSION AND SEDIMENT CONTROL DEVICES UNTIL ALL CONTRIBUTING AREAS HAVE PASSED FINAL STABILIZATION.
- UPON COMPLETION OF THE PROJECT, AN AS-CONSTRUCTED SURVEY, NOTICE OF CONSTRUCTION COMPLETION (NOCC), AND LETTER CERTIFICATION MUST BE SUBMITTED TO THE WORCESTER COUNTY DEPARTMENT OF ENVIRONMENTAL PROGRAMS. ONCE REVIEW IS COMPLETE AND APPROVED, A CERTIFICATE OF OCCUPANCY CAN BE ISSUED.

_____ _____
DAVID M. BRADFORD, JR. DATE
OWNER'S REPRESENTATIVE

OWNER:
COUNTY COMMISSIONERS OF WORCESTER COUNTY
1 WEST MARKET STREET, ROOM 1103
SNOW HILL, MD 21863-1195
PHONE: 410-632-1194
FAX: 410-632-3131

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer in the laws of the State of Maryland. License No.: 31100 Expire Date: 01-21-25

DAVIS BOWEN & FRIEDEL, INC.
ARCHITECTS - ENGINEERS - SURVEYORS
EASTON, MARYLAND 410.770.9744 | MILFORD, DELAWARE 302.424.1441 | SALISBURY, MARYLAND 410.543.9091

VEHICLE STORAGE FACILITY
CENTRAL SITE LANE
WORCESTER COUNTY, MARYLAND

Date:	SEPTEMBER 2024
Scale:	NONE
Dwn.By:	ADM
Proj.No.:	0085B049

TITLE SHEET

Dwg.No.: C-001

THIS DRAWING, THE DESIGN AND CONSTRUCTION FEATURES DISCLOSED ARE PROPRIETARY TO DAVIS, BOWEN & FRIEDEL, INC., AND SHALL NOT BE ALTERED OR REUSED WITHOUT WRITTEN PERMISSION. COPYRIGHT© 2023

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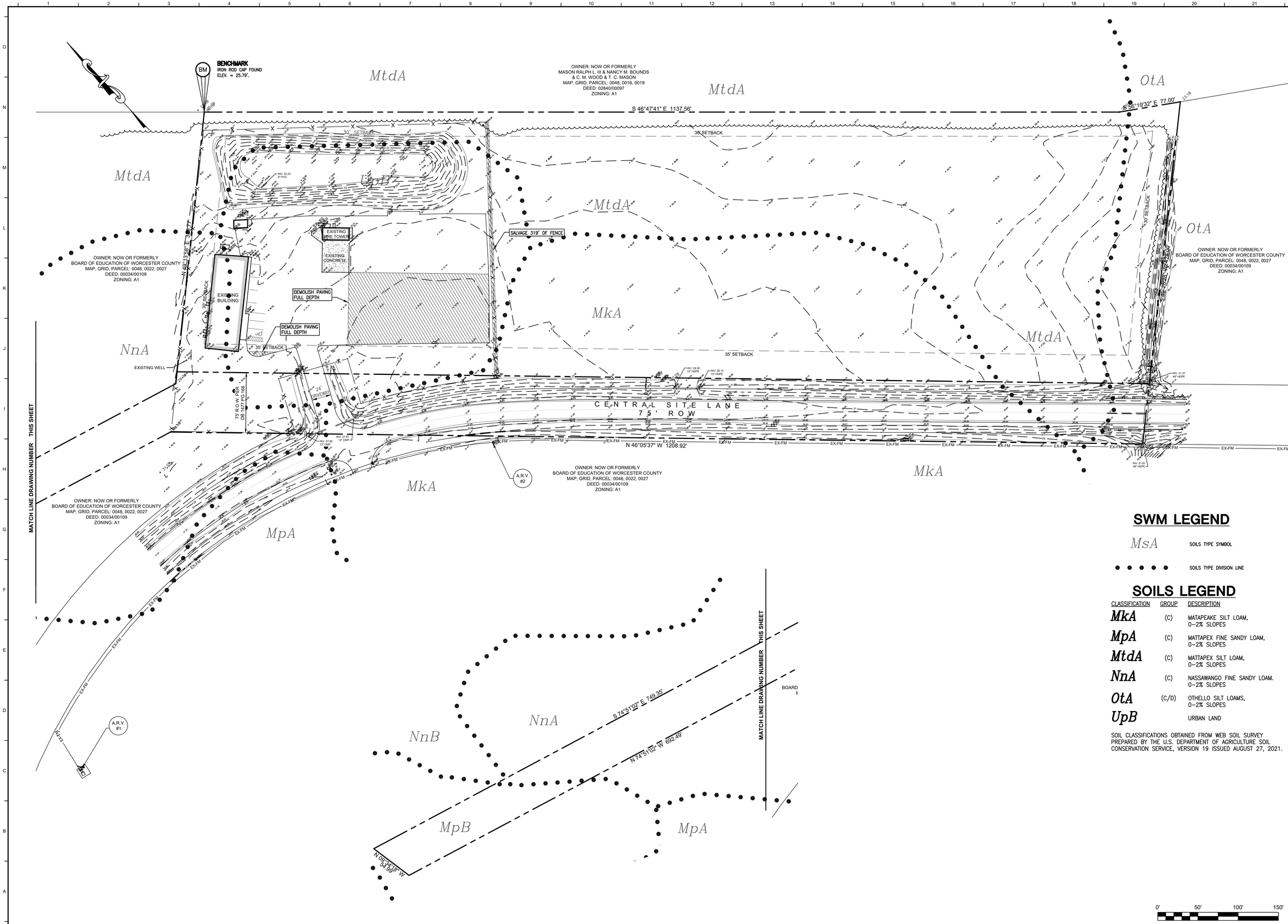

SWM LEGEND

MsA	SOILS TYPE SYMBOL
● ● ● ● ●	SOILS TYPE DIVISION LINE

SOILS LEGEND

CLASSIFICATION	GROUP	DESCRIPTION
MkA	(C)	MATAPEAKE SILT LOAM, 0–2% SLOPES
MpA	(C)	MATTAPEX FINE SANDY LOAM, 0–2% SLOPES
MtdA	(C)	MATTAPEX SILT LOAM, 0–2% SLOPES
NnA	(C)	NASSAWANGO FINE SANDY LOAM. 0–2% SLOPES
OtA	(C/D)	OTHELLO SILT LOAMS, 0–2% SLOPES
UpB		URBAN LAND

SOIL CLASSIFICATIONS OBTAINED FROM WEB SOIL SURVEY PREPARED BY THE U.S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE, VERSION 19 ISSUED AUGUST 27, 2021.

0' 50' 100' 150'

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer in the laws of the State of Maryland, License No. 31100 Expiration Date: 01-21-25

DAVIS BOWEN & FRIEDEL, INC.
ARCHITECTS - ENGINEERS - SURVEYORS
EASTON, MARYLAND 410.770.4744
MILFORD, DELAWARE 302.424.1441
SALISBURY, MARYLAND 410.543.9091

VEHICLE STORAGE FACILITY
CENTRAL SITE LANE
WORCESTER COUNTY, MARYLAND

Date:	SEPTEMBER 2024
Scale:	1" = 50'
Dwn.By:	ADM
Proj.No.:	0085B049

EXISTING CONDITIONS & DEMO PLAN

Dwg.No.: **C-052**

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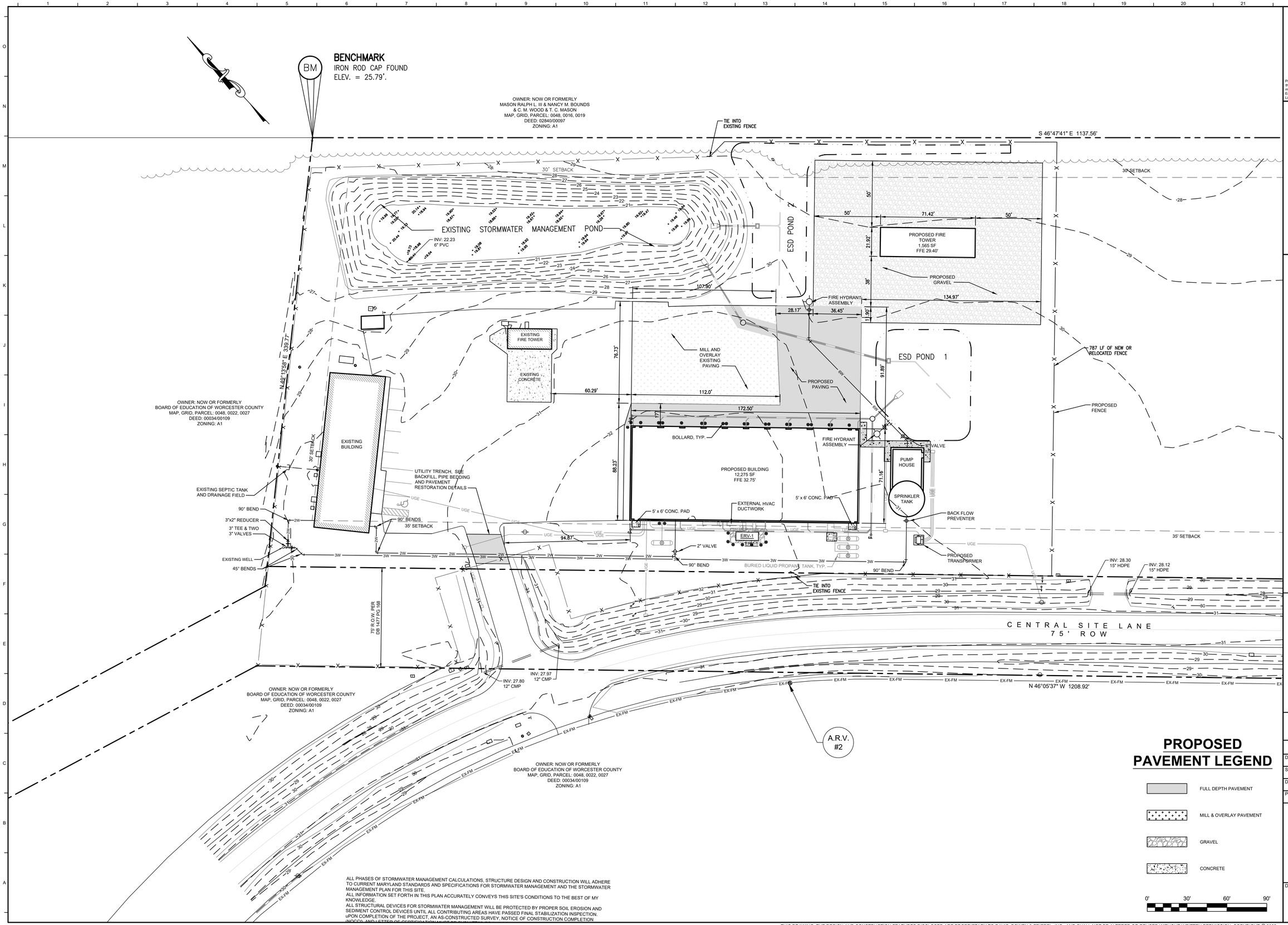

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer in the laws of the State of Maryland, License No. 31100, Expiration Date: 01-21-23.

DAVIS BOWEN & FRIEDEL, INC.
ARCHITECTS - ENGINEERS - SURVEYORS
EASTON, MARYLAND 410.770.4744
MILFORD, DELAWARE 302.424.1441
SALISBURY, MARYLAND 410.543.9091

VEHICLE STORAGE FACILITY
CENTRAL SITE LANE
WORCESTER COUNTY, MARYLAND

Date:	SEPTEMBER 2024
Scale:	1" = 30'
Dwn.By:	ADM
Proj.No.:	0085B049

SITE & UTILITY PLAN

Dwg.No.: **C-102**

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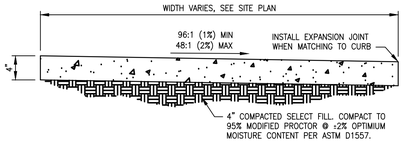
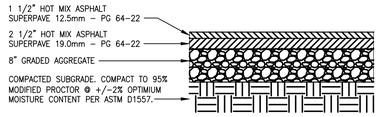
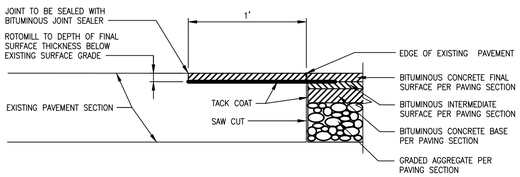


NOTES:
1. ALL CONCRETE USED FOR SIDEWALK SHALL BE PORTLAND CEMENT CONCRETE MIX NO. 3. SEE DETAIL 4202.
2. TOOLED CONTRACTION JOINTS TO BE PLACED EVERY 5'-0" FOR WIDTHS EQUAL TO OR GREATER THAN 5'-0", AND EVERY 4'-0" FOR WIDTHS LESS THAN 5'-0".
3. EXPANSION JOINTS ARE TO BE INSTALLED EVERY 20'-0".
4. WHEN ADJACENT TO FOUNDATION WALL, CONCRETE CURB, CONCRETE PAVEMENT OR OTHER STRUCTURE INSTALL APPROVED EXPANSION JOINT.

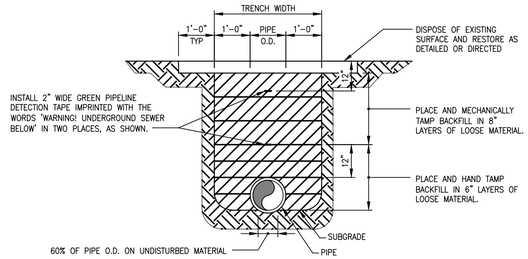
CONCRETE SIDEWALK DETAIL
NOT TO SCALE



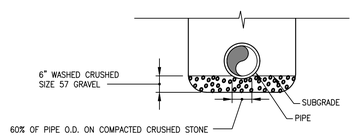
TRUCK AND HIGH TRAFFIC AREAS PARKING LOT PAVING SECTION
NOT TO SCALE



TYPICAL PAVEMENT TIE-IN FOR PRIVATE PROPERTY
NOT TO SCALE



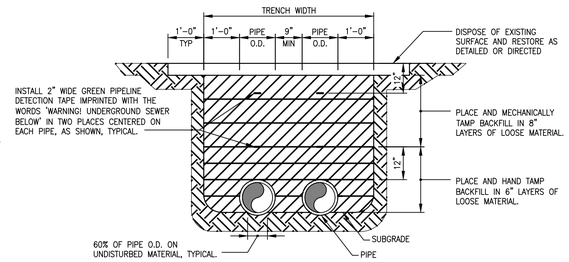
TRENCH BACKFILL



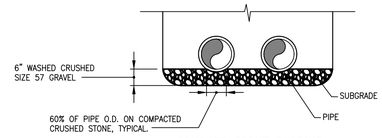
CRUSHED STONE BEDDING

NOTES:
1. BACKFILL TRENCH WITH SUITABLE MATERIAL, AS APPROVED BY THE ENGINEER, FROM EXCAVATION OR SPECIAL BACKFILL.
2. COMPACT EACH LAYER TO 95% OF MODIFIED PROCTOR AT ±2% OF OPTIMUM MOISTURE CONTENT ASTM D 1557.
3. CONTRACTOR SHALL EXCERCISE CAUTION DURING BACKFILL AND COMPACTION TO PREVENT DISTURBANCE OR DAMAGE TO PIPELINE.
4. IN CASES WHERE UNSUITABLE SUBGRADE OR WET TRENCH CONDITIONS EXIST, CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL BELOW SUBGRADE AND REPLACE WITH CRUSHED STONE AS DETAILED ABOVE.

TRENCH BACKFILL & PIPE BEDDING
NOT TO SCALE



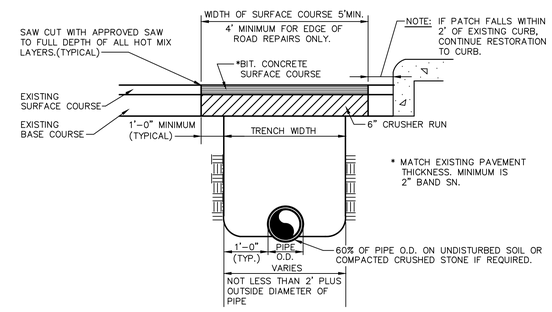
TRENCH BACKFILL



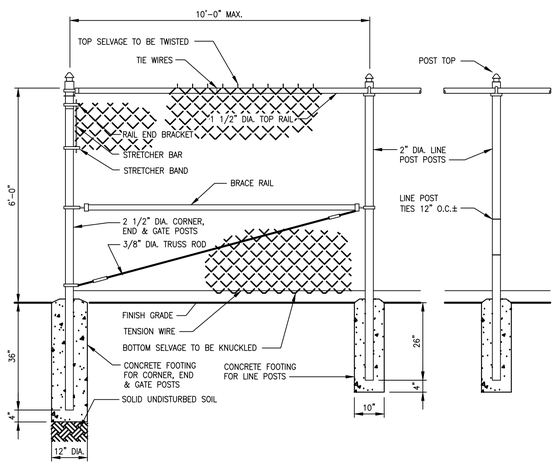
CRUSHED STONE BEDDING

NOTES:
1. BACKFILL TRENCH WITH SUITABLE MATERIAL, AS APPROVED BY THE ENGINEER, FROM EXCAVATION OR SPECIAL BACKFILL.
2. COMPACT EACH LAYER TO 95% OF MODIFIED PROCTOR AT ±2% OF OPTIMUM MOISTURE CONTENT ASTM D 1557.
3. CONTRACTOR SHALL EXCERCISE CAUTION DURING BACKFILL AND COMPACTION TO PREVENT DISTURBANCE OR DAMAGE TO PIPELINE.
4. IN CASES WHERE UNSUITABLE SUBGRADE OR WET TRENCH CONDITIONS EXIST, CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL BELOW SUBGRADE AND REPLACE WITH CRUSHED STONE AS DETAILED ABOVE.

MULTIPLE PIPE INSTALLATION TRENCH BACKFILL & PIPE BEDDING
NOT TO SCALE



PAVING RESTORATION DETAIL
NOT TO SCALE



NOTES:
1. ALL CONCRETE USED FOR FOOTINGS SHALL BE PORTLAND CEMENT CONCRETE MIX NO. 2. SEE DETAIL 4202.
2. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
3. FINISH SHALL BE AS SELECTED BY OWNER.
4. POST TOPS SHALL BE AS SELECTED BY OWNER.
5. REFER TO MANUFACTURER'S SPECIFICATIONS FOR ADDITIONAL INFORMATION.

6' HIGH CHAIN LINK FENCE
NOT TO SCALE

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer in the laws of the State of Maryland. License No. 31100, Expiration Date: 01-21-23.

DAVIS BOWEN & FRIEDEL, INC.
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VEHICLE STORAGE FACILITY
CENTRAL SITE LANE
WORCESTER COUNTY, MARYLAND

Date:	SEPTEMBER 2024
Scale:	AS SHOWN
Dwn.By:	ADM
Proj.No.:	0085B049

CONSTRUCTION DETAILS

Dwg.No.: **C-204**

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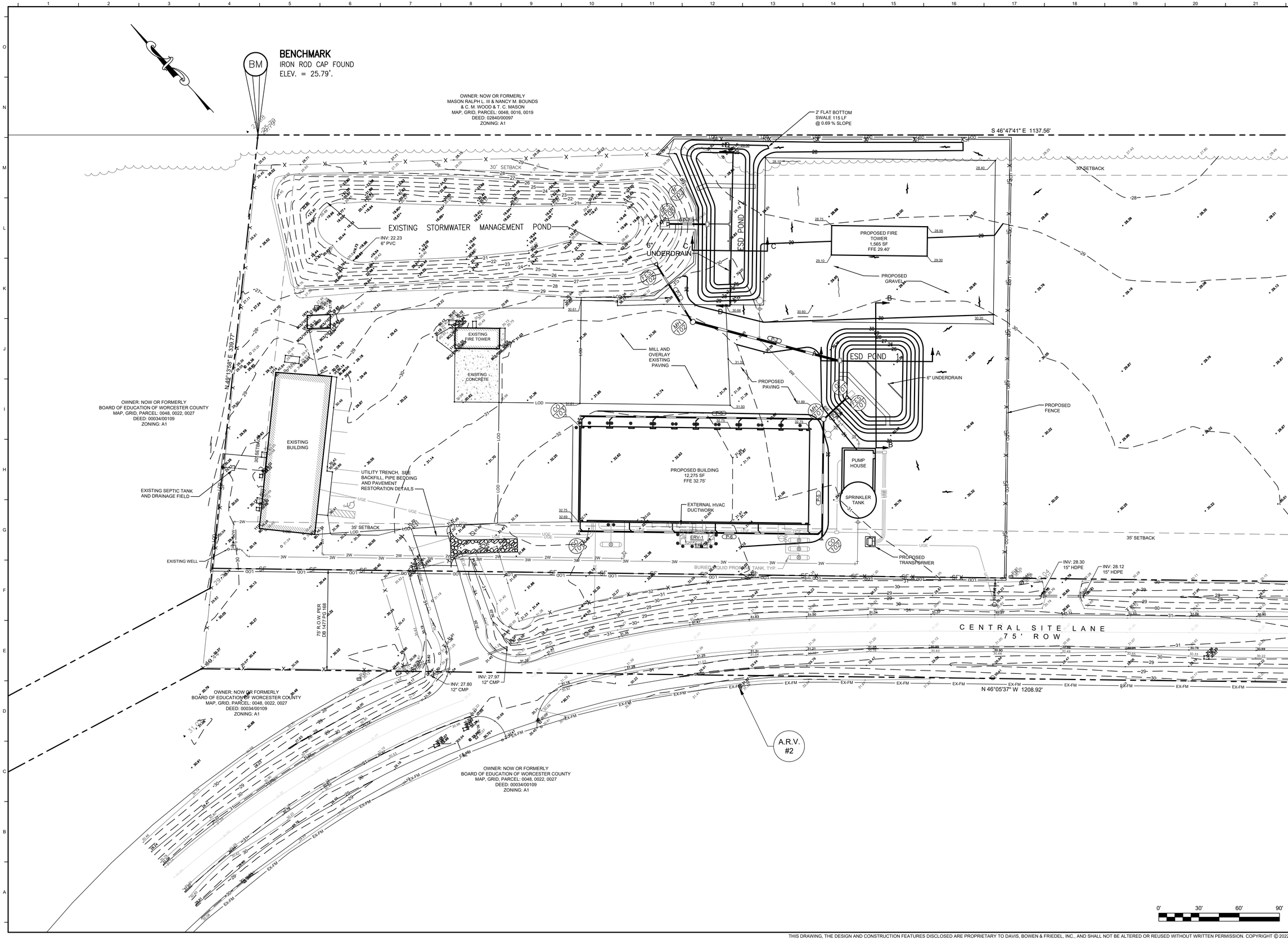

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VEHICLE STORAGE FACILITY
CENTRAL SITE LANE
WORCESTER COUNTY, MARYLAND

Date:	SEPTEMBER 2024
Scale:	1" = 30'
Dwn.By:	ADM
Proj.No.:	0085B049

GRADING PLAN

Dwg.No.: **C-302**

P:\0085\0085B049\CAD\SHEET\0085B049-C-302-GRADING PLAN.dwg Jan 02 , 2025 - 12:05pm mett

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

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

OFFICE OF THE
COUNTYCOMMISSIONERS
Worcester County
GOVERNMENT CENTER
ONEWEST MARKET STREET• ROOM 1103
SNOW HILL, MARYLAND
21863-1195

WESTONS. YOUNG, P.E.
CHIEF ADMINISTRATIVEOFFICER
CANDACEI. SAVAGE
DEPUTY ADMINISTRATIVEOFFICER
ROSCOER.LESLIE
COUNTY ATTORNEY

January 15, 2025

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

President 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 Two (2) positions open:**

- Kathleen Palmer – **Resigned** – Commission for Women
- Kevin Holland – Term Ending – Building Code Appeals Bd.

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

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

Commissioner Elder – **All of your positions have been assigned, Thank you!**

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

- Joe Schanno – Term Ending – Economic Development
- Martin Kwesko - **Resigned** - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Deborah Stanley – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Gail Fowler – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

(5)-Adult Public Guardianship Board-
4– Terms Expiring Dec. 2023-attached summary in open session
1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

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

(2) -Local Development Council for the Ocean Downs Casino-
2- Previously Expired Terms - **Mark Wittmyer At-Large -Suggested Replacement. Expired Term** David Massey (At-Large-Business O.P.),

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

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

(4) - Water and Sewer Advisory Council - Mystic Harbour 3- (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) 1-Term Ended-Martin Kwesko

(3)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 21 – Keith Swanton 2 – Terms Expiring Dec. 2023, Deborah Stanley, Gail Fowler

(2- Total): Commission for Women:
(2) Resigned -Elizabeth Rodier - (Fiori), Kathleen Palmer (Abbott)

(2) Worcester County Youth Council – New Appointments – Jake Harner (gr.11, SDHS), Kellen Lloyd **(gr**. 9, SDHS)

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:

Member's Name	Representing	Years of Term(s)
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

Updated: May 16, 2023
Printed: May 24, 2023

AGRICULTURAL RECONCILIATION BOARD

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:

Member's Name	Nominated By	Ag/Forest Industry	Resides	Years of Term(s)
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)

* = Initial terms staggered

Updated: December 17, 2024
Printed: December 18, 2024

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:

Member's Name	Nominated By	Resides	Years of Term(s)
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)

* = Appointed to fill an unexpired term

Updated: December 3, 2024
Printed: December 3, 2024

DRUG AND ALCOHOL ABUSE COUNCIL

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:

Name	Representing	Years of Term(s)
	At-Large Members	
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24 Replacement Avail.
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27

	Ex-Officio Members	
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

Updated: January 16,2024
Printed: October 7, 2024

ECONOMIC DEVELOPMENT ADVISORY BOARD

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:

Member's Name	Nominated By	Resides	Term(s)
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-Zytkowicz (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)

* = Appointed to fill an unexpired term

Updated: January 16, 2024
Printed: December 30, 2024

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:

Member's Name	Nominated By	Resides	Years of Terms(s)
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Carl Smith	D-4, Elder	Snow Hill	24-27
Felicia Green	D-2, Purnell	Ocean Pines	*21-24-27

Prior Members:

Phyllis Mitchell
William Lynch
Art Rutter
William Buchanan
Christina Alphonsi
Elsie Purnell
William Freeman
Jack Dill
Elbert Davis
J. D. Quillin, III (90-96)
Ted Ward (94-00)
Larry Duffy (90-00)
Patricia McMullen (00-02)
William Merrill (90-01)
Debbie Rogers (92-02)
Wardie Jarvis, Jr. (96-03)

Albert Bogdon (02-06)
Jamie Rice (03-07)
Howard Martin (08)
Marlene Ott (02-08)
Mark Frostrom, Jr. (01-10)
Joseph McDonald (08-10)
Sherwood Brooks (03-12)
Otho Mariner (95-13)
Becky Flater (13-14)
Ruth Waters (12-15)
John Glorioso (*06-19)
Sharon Teagle (00- 20)
Davida Washington (*21-21)
Donna Dillion (08-22)
C.D. Hall 10-22
Chase Church (*19-22)
Jake Mitrecic (15-21)

Scot Tingle 14-24

* = Appointed to fill an unexpired term

Updated November 19, 2024
Printed: November 19, 2024

LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

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:

Member's Name	Nominated By	Represents/Resides	Years of Term(s)
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: Since 2009

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)
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

Updated: December 17, 2024
Printed: December 18, 2024

PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)
- Nominees must each fill out a resume to be submitted to Governor
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms
Terms Expire June 1st

Compensation: $15 per hour (maximum $90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

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

Current Members:	Representing:	Term:
Steven W. Rakow	Ocean Pines	*19-22 Resigned
Richard Ramsay	Snow Hill	*21-22 -27
Martha Bennett	Berlin	19-24

Prior Members: Since 1972

Wilford Showell
E. Carmel Wilson
Daniel Trimper, III
William Smith
William Marshall, Jr.
Richard G. Stone
Milton Laws
W. Earl Timmons
Hugh Cropper
Lloyd Lewis
Ann Granados
John Spurling
Robert N. McIntyre
William H. Mitchell (96-98)
Delores W. Groves (96-99)
Mary Yenney (98-03)
Walter F. Powers (01-04)
Grace C. Purnell (96-04)
George H. Henderson, Jr. (97-06)
Joseph A. Calogero (04-09)
Joan Vetare (04-12)
Howard G. Jenkins (03-18)
Robert D. Rose (*06-17)
Larry Fry (*10-14 alt) (14-18)
Richard Thompson (*18-21alt)
Arlene Page 18-23

* = Appointed to fill an unexpired term

Updated: July 19, 2024
Printed: July 19, 2024

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:

Member's Name	Nominated By	Resides	Years of Term(s)
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

Updated: November 21, 2023
Printed: November 7, 2024

SOLID WASTE ADVISORY COMMITTEE

ITEM 10

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:

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

Prior Members: (Since 1994)

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

* = Appointed to fill an unexpired term

Updated: December 3, 2024
Printed: December 4, 2024

WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: $100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

Member's Name	Resides	Years of Term(s)
Martin Kwesko	Mystic Harbour	13-17, 17-21 (Resigned)
Richard Jendrek[C]	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

Prior Members: (Since 2005)

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

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

Updated November 21, 2023
Printed: November 27, 2023

WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: $100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

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

Prior Members: (Since 1993)

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

* = Appointed to fill an unexpired term

Updated: February 7, 2023
Printed: November 7, 2024

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:

Member's Name	Resides/Ratepayer of	Terms (Years)
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly[c] (93-96)
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)
Andrew Delcorro (*14-19)

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:

Member's Name	Nominated By	Resides	Years of Term(s)
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21 **Resigned**
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
Jeannine Jerscheid	Public Safety – Sheriff's Office		23-26
Kathleen Palmer	D-1, Abbott	Pocomoke City	23-26 **Resigned**
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26
Susan Ostrowski	D-6, Bunting	Berlin	24-27
Dorothy Shelton-Leslie	D-5, Bertino	Ocean Pines	24-27
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21-24-27
Dianna Harris	At-Large	West O. City	24-27
Kimberly List	D-7, Mitrecic	Ocean City	18- 21-24-27

Prior Members: Since 1995

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

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

Updated: December 3, 2024
Printed: December 6, 2024

WORCESTER COUNTY YOUTH COUNCIL

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

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

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

Current Members:

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

Two New Appointments: Jake Harner SDHS and Kellen Lloyd SDHS, (2yr. appt's)

MARYLAND'S Coast WORCESTER COUNTY

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: January 16, 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 January 2, 2025 and January 9, 2025.
Thank you.

NOTICE OF INTRODUCTION OF BILL 24-10
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-10 (Zoning – Signs) was introduced by Commissioners Abbott, Bertino, Mitrecic, and Purnell on December 17, 2024.

A fair summary of the bill is as follows:

§ZS 1-324(c)(9)B. (Amends the subsection to allow internal community signs within a residential development in the commercial zoning districts.)

§ZS 1-324(c)(9)F. (Adds a new subsection to allow a second electronic messaging internal community sign on the same parcel or lot by special exception.)

A **Public Hearing**

will be held on Bill 24-10 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, January 21, 2025 at 10:30 a.m.**

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

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-10

BY: Commissioners Abbott, Bertino, Mitrecic, and Purnell
INTRODUCED: December 17, 2024

A BILL ENTITLED

AN ACT Concerning

Zoning – Signs

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

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

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

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

F. Notwithstanding the provisions of § ZS 1-324(e)(2)J, the Board of Zoning Appeals may permit as a special exception no more than two electronic messaging signs on the same parcel or lot.

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

Introduced by Commissioners Abbott, Bertino, Mitrecic, and Purnell

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
http://www.co.worcester.md.us/departments/d_rp

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

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

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

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

PLANNING COMMISSION DISCUSSION

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

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

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

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

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

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

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Signs

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

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

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

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

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

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

PASSED this _____ day of _____, 2025.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

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

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

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

BACKGROUND

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

DISCUSSION

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

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

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

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

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

RECOMMENDATION

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

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

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

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Signs

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

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

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

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

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

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

PASSED this _____ day of _____, 2024.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County
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: Jennifer K. Keener, AICP, Director; Matthew Laick, GISP, Deputy Director
From: Kristen M. Tremblay, AICP, Zoning Administrator
Date: November 8, 2024
Re: Zoning Ordinance Proposed Text Amendment – Internal Community Signs

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

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

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

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

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

I do not think a second electronic sign is necessary.

Please let me know if you have any other questions.

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
http://www.co.worcester.md.us/departments/drp

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

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

****

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

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

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

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

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

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 21-2

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

A BILL ENTITLED

AN ACT Concerning

Zoning – Signs

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

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

(9) Internal community signs shall be located within the boundaries of an established community as shown on a site plan or subdivision plat approved by the Planning Commission. Internal community signs shall only be for the purpose of conveying community events, amenity and emergency information and shall not include any commercial advertising message unassociated with the community. Such signs may be permitted subject to the following provisions:

A. No more than eight such signs shall be permitted for any community.

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

C. All signs shall be setback a minimum of four hundred and fifty feet from the perimeter boundary line of the established community and shall be separated by not less than one hundred feet from any other sign on the same parcel or lot.

D. Such signs shall not be subject to any yard setback requirements; however, no sign shall project over any property line or road right-of-way.

E. The sign must be of a monument design and shall not exceed either forty square feet in area or ten feet in height, including the base and face. Where the grade at the sign base is below the road center line, the area in which the sign is situated may be bermed to the center line grade. The provisions of the subsection may not be increased or otherwise altered by the Board of Zoning Appeals.

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

PASSED this 16th day of February, 2021.

Attest:

Harold L. Higgins
Chief Administrative Officer

Worcester County Commissioners

Joseph M. Mitrecic
President

Theodore J. Elder
Vice President

Anthony W. Bertino, Jr.
Commissioner

Madison J. Bunting, Jr.
Commissioner

James C. Church
Commissioner

Joshua C. Nordstrom
Commissioner

Diana Purnell
Commissioner

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

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

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

Date Received by Office of the County Commissioners

Date Received by Development Review and Permitting September 19, 2024

Date Reviewed by the Planning Commission December 5, 2024

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

a. Resident of Worcester County: (See below)

b. Taxpayer of Worcester County: (See below)

c. Governmental Agency: N/A The applicant is the Ocean Pines Association, Inc.

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

a. Section Number: Section: ZS 1-324(c)(9)

b. Page Number: Page Number: ZS 1:III: 114

c. Proposed revised text, addition or deletion:

*See attached.

Reasons for Requesting Text Change:

Revised April 22, 2016

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

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

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

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

III. Signature of Applicants

Signature(s):

EEW 9/12/24

Printed Name(s): John Viola

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

Phone Number: 410-641-7717

Email: jviola@oceanpines.org

Date: 9/17/2024

IV. Signature of Attorney

Signature:

Printed Name:

Mailing Address:

Phone Number:

Email:

Date:

Revised April 22, 2016

V. General Information Relating to the Text Change Process

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

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

MARYLAND'S Coast WORCESTER COUNTY

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: January 16, 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 January 2, 2025 and January 9, 2025.
Thank you.

NOTICE OF INTRODUCTION OF BILL 24-11
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-11 (Zoning – Private, noncommercial storage buildings) was introduced by Commissioners Fiori and Mitrecic on December 17, 2024.

A fair summary of the bill is as follows:

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

A **Public Hearing**

will be held on Bill 24-11 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, January 21, 2025 at 10:35 a.m.**

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

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-11

BY: Commissioners Fiori and Mitrecic
INTRODUCED: December 17, 2024

A BILL ENTITLED

AN ACT Concerning

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

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

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

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

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

Introduced by Commissioners Fiori and Mitrecic

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

MEMORANDUM

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

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

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

PLANNING COMMISSION DISCUSSION

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

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

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

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
http://www.co.worcester.md.us/departments/drp

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

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

****

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

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

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

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

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

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

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

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

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

PASSED this _____ day of _____, 2024.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

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

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

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

Date Received by Office of the County Commissioners _____

Date Received by Development Review and Permitting November 13, 2024

Date Reviewed by the Planning Commission _____

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

a. Resident of Worcester County: _____

b. Taxpayer of Worcester County: X

c. Governmental Agency: _____ _____ (Name of Agency)

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

a. Section Number: _____

b. Page Number: _____

c. Proposed revised text, addition or deletion:

_____
_____
_____
_____
_____
_____

Revised April 22, 2016

III. Reasons for Requesting Text Change:

a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:
SEEKING COUNTY APPROVAL FOR SPECIAL USE ALONG WITH FARM EQUIPMENT

IV. Signature of Applicants

Signature(s): _____

Printed Name(s): JONATHAN W. ANDERS

Mailing Address: 11702 TURVILLE LANE, BERLIN, MD. 21811

Phone Number: 443.841.2096

Email: JANDERS@BENECURV.COM

Date: 11/13/24

V. Signature of Attorney

Signature: _____

Printed Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Date: _____

VI. General Information Relating to the Text Change Process

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

Revised April 22, 2016

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

MARYLAND'S Coast WORCESTER COUNTY

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

NOT APPROVED

Motion by Fiori / no second

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

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

NOTICE OF INTRODUCTION OF BILL 24-04
WORCESTER COUNTY COMMISSIONERS

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

A fair summary of the bill is as follows:

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

A **Public Hearing**

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

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

THE WORCESTER COUNTY COMMISSIONERS

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
http://www.co.worcester.md.us/departments/drp

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

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

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

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

PLANNING COMMISSION DISCUSSION

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

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

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

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

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

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

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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
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MEMORANDUM

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

****

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

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

BACKGROUND

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

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

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

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

DISCUSSION

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

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

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

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

RECOMMENDATION

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

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

Existing definitions and code references:

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

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

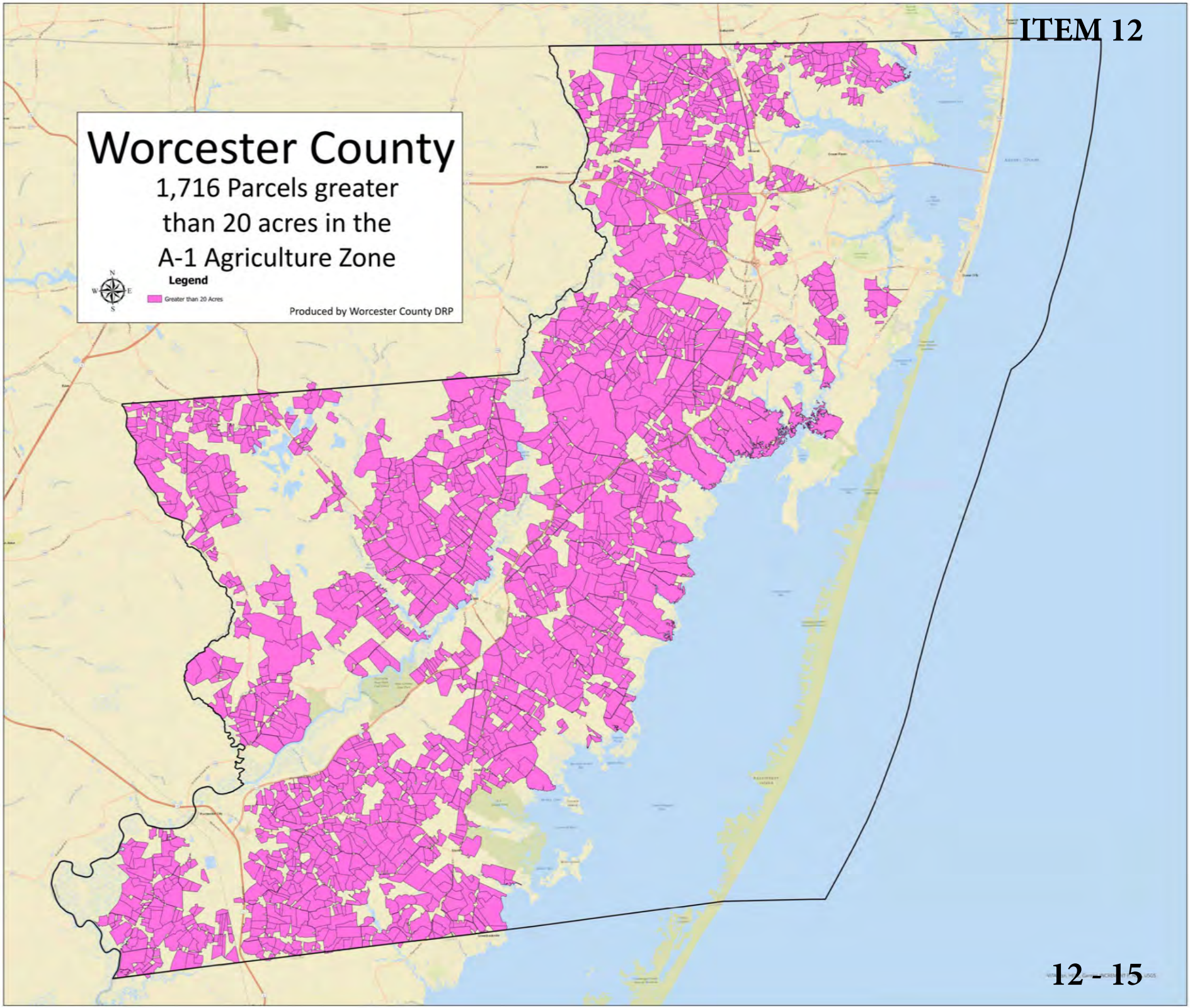
NONCOMMERCIAL - Any activity conducted for personal use or enjoyment without the intent of realizing a profit through the sale of goods or services, or any use or activity conducted by a nonprofit organization.

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

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

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

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


Worcester County
1,716 Parcels greater than 20 acres in the A-1 Agriculture Zone
Legend
Greater than 20 Acres
Produced by Worcester County DRP
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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

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ADMINISTRATIVE DIVISION
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TECHNICAL SERVICES DIVISION

MEMORANDUM

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

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

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

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

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

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

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

Please let me know if you have any other questions.

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MEMORANDUM

To: Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator
Matthew Laick, GISP, Deputy Director
From: Jennifer Keener, AICP, Director
Date: February 29, 2024
Re: Text Amendment Application – Add a new subsection §ZS 1-201(c)(34) – Private, noncommercial storage buildings in the A-1 Agricultural District

****

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

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

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

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

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

MARYLAND'S Coast WORCESTER COUNTY

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

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

Subject: **Whole Watershed Act**
Letter of Support for the Grant Effort

Date: 1/17/25

The grant application for the Newport Bay watershed under the Whole Watershed was submitted by the Maryland Coastal Bays Program. Feedback to date on this competitive grant has revealed only two (2) applicants from the Eastern Shore, and that includes the Newport Bay submission. The state expectation is for local watershed teams to be inclusive of many partners, including community associations, local government(s), landowners, watershed organizations and other non-profit organizations, and private firms engaged in eligible watershed activities, among others.

The grant application anticipates s $16.8 MM, five-year restoration program for an intensive drill-down effort within the Newport Bay watershed. This is an opportunity to attract significant investment to Worcester County for restoration and other environmental activities in a watershed whose health has been. While we do need to match the money with in-kind or supplemental federal, county, or private funding for similar restoration projects within the specific watershed, current projects underway within Newport Bay presents ample opportunities to provide the matching funding required within the program. Some of the envisioned local project requests will include stream and marsh restoration, stormwater management upgrades, flood resiliency upgrades, youth landscaping and restoration project training, public drainage association (PDA) assistance on dormant projects, and community outreach and engagement. Along with those may be other implementation projects that can be added to the program over the course of the five-year grant.

As this application moves forward during the review process, there are still opportunities for the County to express backing for the grant project itself with a letter of support and allow staff to participate in interviews of local organizations as part of review team's examination of the submittal. Therefore, I would respectfully request that the County Commissioners consider authorizing either a letter of support to the grant committee or, failing that, allowing our participation in the interview process should questions be asked of the County during the review of the Newport Bay application.

I will be available to discuss the matter with you and the County Commissioners at your convenience and have taken the liberty of providing a draft support letter should that be authorized.

cc: David Bradford
Katherine Munson

Draft

January 2025

Maryland Department of Natural Resources
580 Taylor Ave.
Annapolis, MD 21401

Re: Whole Watershed Fund
Proposal: Restoring water quality and shallow water habitat in Newport Bay
Applicant: Maryland Coastal Bays Program in partnership with Lower Shore Land Trust, Assateague Coastal Trust, and Worcester County.

Dear Review Committee-

At their meeting on January 21, 2025, the Worcester County Commissioners reviewed a request for a letter of support for the above referenced grant program. On behalf of Worcester County, we are pleased to submit a Letter of Support for this proposal seeking funding for the restoration of Newport Bay in the Coastal Bays Watershed. This comprehensive watershed restoration addresses: 1) the need for enhanced stormwater management, including through nature-based stream and wetland restoration 2) sea level rise and salt marsh deterioration through marsh restoration 3) agricultural runoff through outreach to farmers for conservation practices, and 4) wastewater pollution by connecting septic systems to public sewer. The vulnerability of Maryland's Coastal Bays demands a suite of proactive, innovative approaches to ensure wildlife and communities survive and thrive despite an uncertain future.

The alliance between Maryland Coastal Bays Program, Assateague Coastal Trust, Lower Shore Land Trust, and Worcester County engages key federal, state and local partners and utilizes their respective areas of expertise gained from serving the Coastal Bays watershed for many years.

This proposal aligns with several comprehensive plans for the Coastal Bays watershed. Worcester County's 2023 Land Preservation, Parks and Recreation Plan contains a section on coastal resiliency which states, "Worcester County is working with Maryland Coastal Bays Program, Maryland Department of Natural Resources (MD DNR) and other partners to identify and implement nature-based restoration projects that strengthen community resilience". Worcester County's 2020 Hazard Mitigation & Resilience Plan identifies areas in Newport Bay as being at significant risk of climate change-related shoreline erosion and storm surge flooding. Maryland Coastal Bays Program (MCBP) is a National Estuary Program, and work is guided by a Comprehensive Conservation & Management Plan (CCMP), which identifies the restoration goals in this proposal in various action items. Additionally, MCBP's participation in the EPA's Climate Ready Estuaries process, which included a Climate Change Vulnerability Assessment, led to the development of a Climate Change Action Plan. The restoration of Newport Bay is identified in each of these guiding comprehensive plans.

This multi-year restoration effort will address the key issues resulting in Newport Bay consistently ranking as the unhealthiest of the Coastal Bays and specifically aims to improve in-stream water quality and degraded marsh to enable shallow water habitat in Newport Bay to regenerate.

Worcester County requests that the Whole Watershed Restoration Partnership funds this application. If you have any questions about our commitment to the restoration of Newport Bay, please contact the undersigned or Weston Young, Chief Administrative Officer.

Sincerely,

Theodore J. Elder
President

DRAFT