

**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>

**September 19, 2023**

- |   |              |
|---|--------------|
|   | Item #       |
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103<br>Government Center, One West Market Street, Snow Hill, Maryland  |              |
| 9:01 - Closed Session<br>(Discussion regarding a personnel update, requests to hire a Maintenance Worker, Parks Worker, Recreation Program Manager, Vehicle and Equipment Mechanic, Emergency Communications Trainee and certain personnel matters with Human Resources, discussion pertaining to public security, receiving legal advice, and performing administrative functions)   |              |
| 10:00 - Call to Order, Prayer, Pledge of Allegiance   |              |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from September 5, 2023 and September 7, 2023   |              |
| 10:02 - Proclamation (1) and Commendations (6)  | <b>1</b>     |
| 10:03 - Consent Agenda<br>(Letter of Support Berlin USDOT Grant, Beech Tree Place Small Project Agreement, BCIA Tax Credit, Request to Award Fencing Roads Pocomoke, Request to Award Roofing and Siding Library Annex, Request to Contract Newtown Volleyball Court Lighting, Change Order Berlin Roads Remodel, Change Order Lewis Road Sewer, Request for Public Hearing Rezoning Case 442, Findings of Fact Rezoning Case 440, Request for Public Hearing Snow Solar, Inlet Letter) | <b>2-13</b>  |
| 10:05 - Chief Administrative Officer: Administrative Matters<br>(CTP Tour, Newark Water Tower Lease, Solid Waste Rate Change, Request to Award NWAC Parking Improvements, Scoreboard Update, Time to Care Act, Board Appointments)  | <b>14-20</b> |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks  |              |
| <b>Lunch</b>  |              |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)   |              |

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

<b>Hearing Assistance Units Available</b> – see County Administration Office Please be thoughtful and considerate of others. <b>*Turn OFF all cell phones and notification during the meeting!*</b>
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**Minutes of the County Commissioners of Worcester County, Maryland**

September 5, 2023

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

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, Human Resources Deputy Director Pat Walls, and Public Works Director Dallas Baker. Topics discussed and actions taken included the following: receiving a personnel update; hiring Christina Clark as an Office Assistant IV within Human Resources, Edward Sargent as the recycling crew leader within the Solid Waste Division, Matthew Shockley as a roads worker III within the Roads Division, James Guy as a plant operator trainee within the Water and Wastewater Division, and Brian Stephens, Brittany Vickers, and Melinda Bingham as emergency communications specialist trainees within Emergency Services; promoting Ronald White, Jr. from landfill operator I within the Solid Waste Division to vehicle and equipment mechanic I within the Roads Division, and certain personnel matters with Human Resources; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, the commissioners unanimously voted to adjourn their closed session at 10:14 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Reverent George Tasker of Abundant Life Apostolic Church of Pocomoke and pledge of allegiance, announced the topics discussed during the afternoon closed session on August 15, 2023 and the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their August 15, 2023 meeting as presented.

Pursuant to the request of Superintendent Louis H. Taylor of the Board of Education (BOE) and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved

categorical budget transfers and budget amendment for FY23, with categorical increases to be offset by reductions in the categories of Instructional Salaries and Fixed Charges and by additional revenues.

Pursuant to the request of Sheriff Matthew Crisafulli and upon a motion by Commissioner Abbott, the commissioners voted 4-3, with Commissioners Elder, Mitrecic, and Purnell voting in opposition, to accept the donation of an enclosed trailer for use within the Sheriff's Office.

Pursuant to the request of Sheriff Crisafulli and upon a motion by Commissioner Fiori, the commissioners unanimously approved the Memorandum of Understanding between the Board of Education, Worcester County Sheriff's Office, and the Worcester County Commissioners for the School Resource Deputy (SRD) Program.

In a related matter and in response to questions by Commissioner Abbott, Sheriff Crisafulli stated that SRD information will be included in the monthly report to the commissioners, though that information will be minimal as those involved will be juveniles.

The commissioners presented a proclamation to Pat Arata of the General Levin Winder Chapter of the National Society of the Daughters of the American Revolution recognizing September 17-23, 2023 as Constitution Week.

The commissioners presented a proclamation to representatives from the Jesse Klump Memorial Fund (JKMF), Life Crisis, and Worcester County Health Department (WCHD) recognizing September as Suicide Prevention Month in Worcester County.

The commissioners conducted a public hearing on Rezoning Case No. 440 for an application submitted by Hugh Cropper, IV on behalf of Nicholas and Virginia Borodulia, property owners, which seeks to rezone approximately 8.905 acres of land located on the northwest side of Jarvis Road and identified on Tax Map 9 as Parcel 359, Lot 1, from A-1 Agricultural District to A-2 Agricultural District. County Attorney Roscoe Leslie swore in those individuals who planned to give testimony during the hearing. Development Review and Permitting (DRP) Deputy Director Matthew Laick reviewed the application, which received a favorable recommendation from the Planning Commission. He advised that the applicant's basis for a mistake in the current zoning classification was based on the unsuitability of the petitioned area to support the main primary uses allowed in the A-1 District: agricultural production and single-family dwellings.

Commissioner Bertino opened the floor for public comment.

Attorney Hugh Cropper, representing the Borodulias, reviewed the surrounding zoning classifications, noted that it had been a good faith mistake to zone the property A-1, and reviewed the issues with the current zoning. These include poor soil quality, which makes farming difficult, and a continually collapsing culvert pipe and hedge, which makes it difficult for farm equipment to access the property. He concluded that A-2 zoning would be more desirable in terms of the Comprehensive Plan and urged the commissioners to rezone the property to A-2.

Surveyor Frank Lynch concurred that the soils are poor and not suitable for crops or

timber.

Mr. Borodulia advised that he had purchased the property to build a church, but those plans had fallen through, and summarized the difficulties he has faced using the property for agricultural purposes due to the poor soil quality. He urged the commissioners to rezone the property to A-2.

Matthew Lose of Jarvis Road questioned the uses permitted in the A-2 District and whether that same zoning classification could benefit his property.

Kathy Phillips, a concerned County citizen, opposed the proposed rezoning, noting that the County must diligently protect lands zoned A-1. She pointed out that wet soils are conducive to many types of farming and concluded that the only mistake would be to approve this spot zoning request.

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

Commissioner Bunting stated that the exhibits illustrate that most of the soil is moderately well drained, with minor areas of hydric soil. Environmental Programs Director Bob Mitchell concurred and stated that the petitioned area was congruently tilled with the adjoining lots despite the shape of the petitioned area, and that prior converted wetlands have been farmed in wetter areas of the county. Commissioner Fiori stated that the property on at least three sides of the petitioned area are in agricultural production, and the zoning on this property does not appear to be inconsistent with the existing zoning designation.

Following some discussion and upon a motion by Commissioner Bunting, the commissioners voted 5-2, with Commissioners Mitrecic and Purnell voting in opposition, to deny the request to rezone the property from A-1 to A-2.

Upon a motion by Commissioner Elder, the commissioners unanimously approved by consent agenda item numbers 2-11 as follows: Buas Mini Storage turnover documents; out of state travel for three Recreation and Parks staff to attend the National Recreation and Parks Association (NRPA) Event Management School January 14-19, 2023 in Wheeling, West Virginia and for two additional Recreation and Parks staff to attend that same training during the next session January 28-February 2; out of state travel for one Emergency Services employee to attend the 2023 International Association of Emergency Managers 71<sup>st</sup> Annual Conference in Long Beach, California from November 2-10, 2023; authorizing 100% County tax credits totaling \$12,272.79 for the three Ocean City Chamber of Commerce properties; issuing bid specifications for corrugated metal and plastic pipe; awarding legal services for the Board of Zoning Appeals to David C. Gaskill, Esquire at \$125 per hour; scheduling a public hearing for Rezoning Case No. 444 seeking to rezone approximately 0.78 acre of land on the east side of Market Street approximately 0.25 mile north of Moat Road from A-1 Agricultural District to C-2 General Commercial District; authorizing the Maryland Coastal Bays Program to use the South Point boat ramp from September 11-15, 2023 to dismantle a nesting platform; and a letter supporting the efforts of the Ocean Pines Association to seek assistance from cellular companies to improve service in their region.

Pursuant to the request of Procurement Officer Nicholas Rice and Public Works Director Dallas Baker and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the sole-source bulk purchase of water meter repair parts from Core and Main at a total cost of \$205,090 for use within the Water and Wastewater Division of Public Works.

Pursuant to the request of Mr. Rice and Mr. Baker and upon a motion by Commissioner Mitrecic, the commissioners unanimously authorized staff to order three, ¾ ton series trucks or above and to begin searching for off-the-lot purchases for two small to mid-size trucks. The acquisition of these vehicles was approved within the FY24 budget.

In follow up to a request from the commissioners on August 15, 2023, the commissioners met with Mr. Rice and Library Director Jennifer Ranck to review a revised scope of work to construct a new, 12,533 square-foot, one-story branch library in Pocomoke at an approximate cost of \$7,426,254 or \$592 per square foot, to more closely match the target cost of \$600 per square foot. Following some discussion and upon a motion by Commissioner Abbott, the commissioners unanimously accepted the proposal from JSD, Inc. of The Design Group to develop detailed design plans to construct the new library, with the commissioners to revisit these plans at 50% completion.

Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Abbott, the commissioners unanimously authorized Commission President Bertino to sign a letter of support to the U.S. Army Corps of Engineers to update the 1998 Ocean City, Maryland and Vicinity, Water Resources Study, Feasibility Report, and Integrated Environmental Impact Statement. Mr. Mitchell stated that this is needed, as the navigation and physical environment conditions in the Ocean City Inlet have changed notably since the recommendations included in the original study, and shoaling impacts are increasing at an alarming rate since Hurricane Sandy in 2013.

Pursuant to the request of Development Review and Permitting Director Jennifer Keener and upon a motion by Commissioner Elder, the commissioners unanimously agreed to schedule a public hearing and comment period to obtain public input on the draft redistricting maps. The maps will be available for viewing on the County website at [co.worcester.md.us](http://co.worcester.md.us).

The commissioners met with Ms. Keener to review draft cannabis regulations relative to the recent adoption of State legislation on the adult use of cannabis. Upon a motion by Commissioner Purnell, the commissioners unanimously approved Item 1 – Zoning Approach to Cannabis to continue to apply the same zoning approach the County has implemented since 2017 for medical cannabis establishments.

Upon a motion by Commissioner Elder, the commissioners conceptually approved Item 2 – Separation Distances for New Dispensaries as amended to increase the separation distance to 2,000 feet from pre-existing primary or secondary schools, licensed childcare centers or registered family childcare home, or a playground, recreation center, library, public ark, or other licensed dispensary.

With regard to Item 3 – Onsite Consumption Establishments, upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to prohibit onsite consumption establishments.

The commissioners reviewed and discussed various board appointments.

**DRAFT**

Upon a nomination by Commissioner Fiori, the commissioners unanimously agreed to appoint Tom Shuster to the Tourism Advisory Committee.

Commissioner Purnell commended area fire departments for their efficient handling of a fire at the Exxon on U.S. Rt. 50 to divert a potential catastrophe.

Commissioner Bertino recognized the following individuals for representing the County well during the 2023 Maryland Association of Counties summer conference in Ocean City: County Attorney Roscoe Leslie, who oversaw a panel discussion on the new cannabis regulations, Environmental Programs Director Bob Mitchell, who represented the County's concerns regarding shoaling in the Ocean City Inlet, Amanda Laick of the Library, who oversaw the bookmobile, and the many County staff members who worked the front desk at the conference. He also thanked Office Assistant Karen Hammer for organizing the recent County employees' picnic and Fire Marshal Matthew Owens for providing special hazards support to the Ocean Pines Yacht Club recently.

The commissioners answered questions from the press, after which they adjourned to meet again on September 19, 2023.

**DRAFT**

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

September 7, 2023

Emergency Session

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

Following a motion by Commissioner Purnell, seconded by Commissioner Elder, with Commissioner Bunting absent, the commissioners unanimously voted to meet in closed session at 3:00 p.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included the following: certain personnel matters with Human Resources, and receiving legal advice from counsel.

Commissioner Bunting was absent from the closed session.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Purnell, the commissioners unanimously voted to adjourn their closed session at 3:54 p.m.

After the closed session, the commissioners adjourned to meet again on September 19, 2023.

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



OFFICE OF THE  
COUNTY COMMISSIONERS

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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

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CARYN G. ABBOTT  
THEODORE J. ELDER  
ERIC J. FIORI  
JOSEPH M. MITRECIC  
DIANA PURNELL

## PROCLAMATION

**WHEREAS**, proper septic system use and routine care are vital to protecting public health, preserving our highly valued groundwater, ponds, streams, and coastal waterways, and avoiding costly repairs that can result from the neglect of these onsite sewage systems; and

**WHEREAS**, Worcester County Environmental Programs staff utilize the federal SepticSmart program to educate homeowners about the need for proper septic system use and routine maintenance. Though 88 percent of county households utilize public sewer, there are also approximately 7,200 septic systems in Worcester County that treat wastewater from homes and businesses. Thus, we rely on the partnerships of these users and the wastewater professionals who design, install, maintain, and regulate septic systems to protect our area waters.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim the week of September 18-22, 2023 as SepticSmart Week in Worcester County and urge all people on private systems to review SepticSmart educational materials and remain vigilant in maintaining their septic systems.

Executed under the Seal of the County of Worcester, State of Maryland, this 19<sup>th</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Three.



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## COMMENDATION

**WHEREAS**, Neelam Strom is a recipient of the 2023 Individual Spirit Award for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Ms. Neelam, a master gardener, founded the all-volunteer Corner Sanctuary Garden project in Pocomoke ten years ago, and she dedicates hundreds of hours each year to maintaining the garden and teaching youth how to plant, weed, and care for a garden, and how to maintain a healthy eating lifestyle.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Neelam Strom** as a **2023 Individual Spirit Award** recipient for investing her time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 19<sup>th</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Three.



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### COMMENDATION

**WHEREAS**, Creig Twilley is a recipient of the 2023 Individual Spirit Award for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Mr. Twilley serves countless hours each year serving on the Jessee Klump Memorial Fund (JKMF) Advisory Board, where he develops visual displays, photos, videos, advertisements, and the public service announcement for the new National #988 campaign, and serving Oakridge Baptist Church where he videos sermons and plays guitar.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Creig Twilley** as a **2023 Individual Spirit Award** recipient for investing his time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 19<sup>th</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Three.



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COUNTY ATTORNEY

### COMMENDATION

**WHEREAS**, Mike Wiley is a recipient of the 2023 Individual Spirit Award for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Mr. Wiley has donated hundreds of hours to the Town of Berlin and Berlin Chamber of Commerce, where he updates the U.S. Rt. 50 information and events sign, has been a town ambassador, and serves on the Berlin Park Committee.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Mike Wiley** as a **2023 Individual Spirit Award** recipient for investing his time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 19<sup>th</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Three.



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### COMMENDATION

**WHEREAS**, Quilters by the Sea has been named as a 2023 Group/Team Spirit Award recipient for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Quilters by the Sea, which was founded in 1985 and consists of over 90 members, crafted and donated 608 handmade items to organizations and individuals in 2022 alone. This includes 212 dignity bibs to Coastal Hospice and 152 seat belt pillows to breast cancer survivors.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Quilters by the Sea** as a **2023 Group/Team Spirit Award** recipient for undertaking activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 19<sup>th</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Three.



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## COMMENDATION

**WHEREAS**, the Atlantic General Hospital (AGH) Auxiliary Thrift Shop has been named as a 2023 Group/Team Spirit Award recipient for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, run by 48 volunteers, the AGH Auxiliary Thrift Shop raises approximately \$175,000 annually, supporting patient care services, recruitment, and new technology and programs, and providing vouchers to patients and other organizations for clothing and household items.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor the **Atlantic General Hospital Auxiliary Thrift Shop** as a **2023 Group/Team Spirit Award** recipient for undertaking activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 19<sup>th</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Three.



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## COMMENDATION

**WHEREAS**, Michael Walker has been selected as the 2023 Lifetime Achievement Spirit Award recipient for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, since becoming a volunteer at the Berlin Branch of the Worcester County Library in 2003, Mr. Walker has interacted with over one million individuals and dedicated over 2,000 hours to greeting patrons, assisting adults and youth locate library materials, and maintaining and organizing books, which minimizes loss and saves the library hundreds of dollars annually.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Michael Walker** as a **2023 Lifetime Achievement Spirit Award** recipient for investing his time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 19<sup>th</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Three.



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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: Public Information Officer Kim Moses  
 DATE: September 12, 2023  
 RE: Letter of support for Town of Berlin's RCN Grant Application

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Berlin Mayor Zack Tyndall is requesting a letter of support from the Worcester County Commissioners to include with an application being submitted to the U.S. Department of Transportation for a Reconnecting Communities and Neighborhoods (RCN) Program grant.

RNC grant funds are awarded to jurisdictions seeking to reconnect communities by removing retrofitting or mitigating highways that create barriers in order to improve access to jobs, education, healthcare, food, and recreation. Priority is given to disadvantaged communities. If awarded, the Town of Berlin will utilize grant funds for the Bridging the Highway the Divides Berlin: Reconnecting Neighborhoods Split by U.S. Rt. 113. This project will focus on engaging community partners and stakeholders to identify options to address the U.S. Rt. 113 barrier, to include identifying areas to create safe crosswalks for walkers and cyclists, and developing preliminary plans to assist the town in securing future grant funding to construct the project.

Because the town qualifies as a disadvantaged community, there is no matching fund requirement to be eligible for RCN funding. The draft letter supporting the grant request is attached for Commission President Bertino to sign.



OFFICE OF THE  
COUNTY COMMISSIONERS

*Worcester County*

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

September 19, 2023

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

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

The Honorable Pete Buttigieg  
Secretary, U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, D.C. 20590

RE: RCN Program Grant Application for the Town of Berlin, Maryland

Dear Secretary Buttigieg:

On behalf of the Worcester County Commissioners, I would like to express our wholehearted endorsement of the application from the Town of Berlin, Maryland to the U.S. Department of Transportation. If awarded, the Town of Berlin will utilize the grant funds for the Bridging the Highway that Divides Berlin: Reconnecting Neighborhoods Split by U.S. Rt. 113.

Since its construction, U.S. Rt. 113 has dissected the Town of Berlin and created a barrier for many residents, including those living in income-based housing, from safely accessing schools, shopping, health and medical services, and business opportunities. The Bridging the Highway project aims to remedy that longstanding lack of access.

The initial phase of the project will include engaging community partners and stakeholders to identify options to address the U.S. Rt. 113 barrier, to include identifying areas to create safe crosswalks for walkers and cyclists, and developing concept drawings, a feasibility study, and preliminary engineering plans for a bridge over the highway. This bridge will connect to existing and proposed cycling and pedestrian facilities in the Worcester County Greenways and Trails plan, many of which are already in development.

We thank you for your favorable consideration in awarding grant funds to support the Town of Berlin, Maryland in making the Bridging the Highway that Divides Berlin project a reality.

Sincerely,

Anthony W. Bertino, Jr.  
President



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



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

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

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

**TO:** Weston S. Young, P.E., Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer  
**FROM:** Christopher S. Clasing, P.E., Deputy Director *Chc*  
**DATE:** September 7, 2023  
**SUBJECT:** Water & Wastewater Division – Small Project Agreement  
Beech Tree Place

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Enclosed for Commissioner review and approval is a Small Project Agreement for the Beech Tree Place project. This project will extend public water and sewer service via the Mystic Harbour Service Area to a total of 9 single family homes in the community.

The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required Magnolia Court, LLC to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

This agreement has been reviewed by the County Attorney and it is now being presented for approval.

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

Attachments

CC: Dallas Baker, Jr., P.E., Director  
Tony Fascelli, Water & Wastewater Superintendent

WORCESTER COUNTY  
SMALL PROJECT  
WASTEWATER AND/OR WATER AGREEMENT  
Reference PW5-307 Code of Public Local Laws of Worcester County

THIS AGREEMENT made this 22 day of AUGUST, 2023, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of Mystic Harbour Sanitary Service Area, hereinafter called "Service Area" and Magnolia Court, LLC, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT Beech Tree Place hereinafter called "Facilities."

B. LOCATION PROPERTY

Properties affected by this agreement are more particularly described as follows:

Deed Reference 8530/0181 Tax Map 33 Parcel 298

C. SERVICE TO BE PROVIDED Individual grinder sewer services with a common forcemain, and extension of existing water main and installation of new water services for nine (9) single-family detached dwelling units; a total of 9 EDUs.

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by September 1, 2023 complete construction by August 31, 2024 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.

9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.
10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

## E. SPECIAL REQUIREMENTS \_\_\_\_\_

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## F. CONSTRUCTION AGREEMENTS

1. Developer shall construct Facilities at Developer's sole expense subject to the oversight of Service Area.
2. Developer shall make all corrections, additions, and adjustments required by Service Area to complete construction of Facilities according to all permits, plans and specifications.
3. Service Area may reject unsatisfactory work in which case it shall be redone by Developer.

## G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees and costs are estimated to be \$2,500.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$ 2,500 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

## H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve no additional development at this time, as no additional EDUs purchased, and the potential to extend mains and services are unlikely at the westerly end of the development.
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

## I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable

governmental requirements. Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.

- 3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.
- 4. This agreement shall constitute an encumbrance on lands described in Paragraph B hereof and shall run with the land.
- 5. Developer and Service Area agree to cooperate in the implementation of this agreement and agree to execute such other and further assurances or additional documents and instruments as it may be reasonably required of or requested by the other party to carry out the provisions hereof.
- 6. The rights, obligations and duties of Service Area hereunder are delegated (subject to revocation) to the Worcester County Department of Public Works.
- 7. The Service Area is a governmental body and shall be entitled to all immunities and nothing herein shall negate any governmental entities.
- 8. All documents executed pursuant hereto shall be subject to the approval of the County Attorney for Worcester County, acting on behalf of Service Area.

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

\_\_\_\_\_  
 Weston Young, P.E.  
 Chief Administrative Officer

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

Witness:

*Susan McHenry*  
 \_\_\_\_\_

Susan McHENRY  
 \_\_\_\_\_  
 (Print Name)

DEVELOPER

*MAGNOLIA COURT LLC*  
 \_\_\_\_\_

*MITCHELL PARKER MANAGING MEMBER*  
 \_\_\_\_\_  
 Print Name and Capacity

*[Signature]*  
 \_\_\_\_\_  
 (SEAL)  
 Signature



OFFICE OF THE TREASURER

# Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

TEL: 410-632-0686  
FAX: 410-632-3003

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

JESSICA R. WILSON, CPA  
DEPUTY FINANCE OFFICER

TO: Weston Young, P.E. - Chief Administrative Officer  
FROM: Phillip G. Thompson, Finance Officer *PGT*  
RE: Tax Credit  
DATE: September 1, 2023

I would like to request the County Commissioners authorize 100% County tax credits totaling \$3,457.17 for two Berlin Community Improvement Association (B.C.I.A.) properties pursuant to Section 9-325 of the Tax Property Code. The B.C.I.A. properties located on Flower Street in Berlin provide social, educational, and recreational opportunities to the surrounding communities. The request includes a copy of the tax bills as well as the letter from the B.C.I.A. requesting the credit.

If you have any questions or require any other follow-up, please do not hesitate to contact me.

B.C.I.A.  
Berlin Community Improvement Association  
P.O. Box 175  
Berlin, Maryland 21811

August 15, 2023

Worcester County Commissioners  
1 West Market Street  
Room 1103  
Snow Hill, Maryland 21863

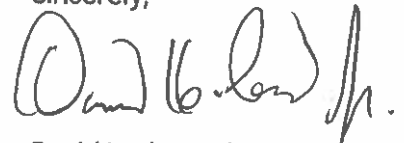
Dear County Commissioners,

This letter is to request a 100% tax credit on the 2023/2024 Berlin Community Improvement Association, Inc. for accounts 03-034542 & 03-034534 located on Flower Street in Berlin, Maryland. This property and buildings were at one time the Flower Street Elementary School. It now serves the surrounding communities as a meeting place for educational social, social, and recreational activities on a non-profit basis.

The total county tax credit requested for both accounts is \$3,457.17 pursuant to Section 9-325 (a)(1)(i) of the Tax Property Code. Included with this request is a copy of the current year tax information.

Thank you in advance for your time and consideration. If you have any questions, or require further information, please do not hesitate to contact me.

Sincerely,



David Lockwood, Jr.  
Chairman

DETACH AND KEEP THIS PORTION  
ADJUSTED REAL ESTATE TAX  
Principal Residence or Commercial

Worcester County  
Office of the Treasurer

(410) 632-0686 Ext. 3  
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
03034542	2023	07/01/23 - 06/30/24	314 / 458	State Real Property	179,133	.112000	200.63
MAP	GRID	PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3	County Real Property	179,133 .845000 1,513.67
0301	0013	0843	9705	07/01/23		Berlin Tax	179,133 .827500 1,482.33
CONSTANT YIELD RATE INFORMATION				COUNTY RATE - CONSTANT YIELD = DIFFERENCE		Berlin Credit	-179,133 .827500 -1,482.33
TOTAL TAXES							1,714.30

BERLIN COMMUNITY  
IMPROVEMENT ASSOC INC  
C/O MRS EMMA BRIDDELL  
524 FLOWER STREET  
BERLIN, MD 21811-1324

PROPERTY DESCRIPTION
125' X 388' X 50' X 318' E SIDE FLOWER ST BERLIN

ENCLOSE THIS PORTION WITH  
MAIL WITH FULL PAYMENT

MAKE CHECK PAYABLE TO WORCESTER COUNTY  
P.O. BOX 248  
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3  
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
03034542	2023	9705	07/01/2023	Jul	-7.56	1,706.74
125' X 388' X 50' X 318' E SIDE FLOWER ST BERLIN			LEVY PERIOD 07/01/23 - 06/30/24	Aug	0.00	1,714.30
				Sep	0.00	1,714.30
				Oct	8.57	1,722.87
				Nov	17.15	1,731.45
				Dec	25.72	1,740.02
				Jan	42.85	1,757.15
				Feb	60.01	1,774.31
MAIL WITH FULL ANNUAL PAYMENT						

BERLIN COMMUNITY  
IMPROVEMENT ASSOC INC  
C/O MRS EMMA BRIDDELL  
524 FLOWER STREET  
BERLIN, MD 21811-1324

Payment Enclosed

02402082023000009705500001706746

ENCLOSE THIS PORTION WITH  
SECOND SEMI-ANNUAL PAYMENT

MAKE CHECK PAYABLE TO WORCESTER COUNTY  
P.O. BOX 248  
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3  
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
03034542	2023	9705	07/01/2023	Jul	-3.78	853.36
125' X 388' X 50' X 318' E SIDE FLOWER ST BERLIN			LEVY PERIOD 07/01/23 - 06/30/24	Aug	.00	857.14
				Sep	.00	857.14
				Oct	.00	857.14
				Nov	.00	857.14
				Dec	.00	857.14
MAIL WITH SECOND SEMI-ANNUAL PAYMENT						

BERLIN COMMUNITY  
IMPROVEMENT ASSOC INC  
C/O MRS EMMA BRIDDELL  
524 FLOWER STREET  
BERLIN, MD 21811-1324

Payment Enclosed

02402082023000009705500000853366

MAKE CHECK PAYABLE TO WORCESTER COUNTY  
P.O. BOX 248  
SNOW HILL, MD 21863-0248

ENCLOSE THIS PORTION WITH  
FIRST SEMI-ANNUAL PAYMENT

**DETACH AND KEEP THIS PORTION  
ADJUSTED REAL ESTATE TAX  
Principal Residence or Commercial**

Worcester County  
Office of the Treasurer

(410) 632-0686 Ext. 3  
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT		
03034534	2023	07/01/23-06/30/24	314 / 458	State Real Property	230,000	.112000	257.60		
MAP	GRID	PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3	County Real Property	230,000	.845000	1,943.50
0301	0014	0841	9704	07/01/23		Berlin Tax	230,000	.827500	1,903.25
CONSTANT YIELD RATE INFORMATION				COUNTY RATE - CONSTANT YIELD = DIFFERENCE					
				\$ .8450 - \$.8197 = \$.0253					
				PRIOR YEAR TAXES DUE					
				TAX SALE					
<b>TOTAL TAXES</b>								<b>2,201.10</b>	
<b>PROPERTY DESCRIPTION</b>									
127' X 388' E SIDE FLOWER ST FLOWER ST SCHOOL PROP									

BERLIN COMMUNITY  
IMPROVEMENT ASSOC INC  
C/O MRS EMMA BRIDDELL  
524 FLOWER STREET  
BERLIN, MD 21811-1324

**ENCLOSE THIS PORTION WITH  
MAIL WITH FULL PAYMENT**

MAKE CHECK PAYABLE TO WORCESTER COUNTY  
P.O. BOX 248  
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3  
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
03034534	2023	9704	07/01/2023			
127' X 388' E SIDE FLOWER ST FLOWER ST SCHOOL PROP			LEVY PERIOD	IF CHECKED CALL (410) 632-0686 EXT. 3		
			07/01/23 - 06/30/24			
				PRIOR YEAR TAXES DUE		
				TAX SALE		
				Jul	-9.72	2,191.38
				Aug	0.00	2,201.10
				Sep	0.00	2,201.10
				Oct	11.01	2,212.11
				Nov	22.02	2,223.12
				Dec	33.01	2,234.11
				Jan	55.03	2,256.13
				Feb	77.05	2,278.15
<b>MAIL WITH FULL ANNUAL PAYMENT</b>						

Payment Enclosed

BERLIN COMMUNITY  
IMPROVEMENT ASSOC INC  
C/O MRS EMMA BRIDDELL  
524 FLOWER STREET  
BERLIN, MD 21811-1324

02402082023000009704800002191385

**ENCLOSE THIS PORTION WITH  
SECOND SEMI-ANNUAL PAYMENT**

MAKE CHECK PAYABLE TO WORCESTER COUNTY  
P.O. BOX 248  
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3  
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
03034534	2023	9704	07/01/2023			
127' X 388' E SIDE FLOWER ST FLOWER ST SCHOOL PROP			LEVY PERIOD	IF CHECKED CALL (410) 632-0686 EXT. 3		
			07/01/23 - 06/30/24			
				PRIOR YEAR TAXES DUE		
				TAX SALE		
				Jul	-4.86	1,095.69
				Aug	.00	1,100.55
				Sep	.00	1,100.55
				Oct	.00	1,100.55
				Nov	.00	1,100.55
				Dec	.00	1,100.55
<b>MAIL WITH SECOND SEMI-ANNUAL PAYMENT</b>						

Payment Enclosed

BERLIN COMMUNITY  
IMPROVEMENT ASSOC INC  
C/O MRS EMMA BRIDDELL  
524 FLOWER STREET  
BERLIN, MD 21811-1324

02402082023000009704800001095694





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: September 19, 2023  
 RE: Request to Award – Fencing at the Pocomoke Roads Shop

Please see the attached bid tabulation for the new fencing to be purchased and installed around the Roads Shop in Pocomoke. Public Works is requesting the Commissioner’s approval to award this project to the lowest responsive and responsible vendor, Anderson Fence, in the amount of \$47,640. Bids were due and opened on Tuesday, August 29, 2023 at 2:30pm. Three bids were received. The lowest bid provided by Technology International, Inc. only included the purchase of materials and did not include installation as requested in the bid documents.

At the July 18<sup>th</sup> Commissioner meeting, the Commissioners approved the reallocation of the balance from the FY22 Assigned Funds “Roads Bldg Impr” Berlin Fence project in the amount of \$53,730.02 for installation of a fence at the Roads Division Pocomoke shop.

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

<b>Roads Shop Fence - Pocomoke</b>		
<b>Aug. 29, 2023 @ 2:30pm</b>		
<b>Bid Tabulation</b>		
<u>Vendor Name</u>	<u>Base Bid</u>	<u>Alternate Item (40' Rolling Gate)</u>
Technology International, Inc.	\$17,400.00	No Bid
Seagull Fence & Concrete	\$54,520.00	\$9,360.00
Anderson Fence	\$47,640.00	\$11,015.00

County Administration Office  
 1 West Market Street, Room 1103  
 Snow Hill, MD 21863  
 Phone: 410-632-1194  
 Fax: 410-632-3131





## WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS  
 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 September 19, 2023, between the County Commissioners of Worcester County, Maryland ("County"); and Anderson Fence Co., Inc. ("Successful Vendor").

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

1. Successful Vendor will commence and complete the ROADS SHOP FENCE / POCOMOKE BUILDING.
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 Bid 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 \$47,640 (forty-seven thousand six hundred forty dollars and no cents).
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: Bid Specifications
  - h. Form of Bid
  - i. References
  - j. Exceptions
  - k. Individual Principal
  - l. Vendor's Affidavit of Qualification to Bid
  - m. Non-Collusive Affidavit
  - n. Successful Vendor's Completed Bid Documents
  - o. Notice of Award
  - p. 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 Bid 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**

\_\_\_\_\_

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

WITNESS:

**CONTRACTOR:**  
ANDERSON FENCE CO., INC.

\_\_\_\_\_

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



Worcester County Government  
 One West Market Street | Room 1103 | Snow Hill MD 21863-1195  
 (410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

**MEMORANDUM**

TO: Worcester County Commissioners  
 FROM: Nicholas W. Rice, Procurement Officer  
 DATE: September 19, 2023  
 RE: Request to Award – Roofing and Siding Work at the Library Annex

Please see the attached bid tabulation for the roofing and siding work to be completed at the Library Annex building. Public Works is requesting the Commissioner’s approval to award this project to the lowest responsive and responsible vendor, RRH Associates, LLC, in the amount of \$38,760. Bids were due and opened on Wednesday, August 23, 2023 at 2:30pm. Seven bids were received. The lowest bid provided by Paradise, Windows, Doors and More was deemed non-responsible as they do not have the certifications required to provide the requested manufacturer warranties.

Funding in the amount of \$113,294 is available for these services in Assigned Fund “Bank Street – Bank Street Building Improvements”.

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

<b>Roofing and Siding Work - Snow Hill Library Annex Building</b>	
<b>August 23, 2023</b>	
<b>Bid Tabulation</b>	
<b><u>Vendor Name</u></b>	<b><u>Base Bid</u></b>
Ruff Roofers	\$61,208.00
Vertex Roofing Contractors	\$52,000.00
RRH Assoc., LLC	\$38,760.00
Dynamic General Contracting, LLC	\$195,000.00
St. Mary's Roofing	\$49,500.00
Tecta America East, LLC	\$47,500.00
Paradise Windows, Doors More	\$29,900.00

County Administration Office  
 1 West Market Street, Room 1103  
 Snow Hill, MD 21863  
 Phone: 410-632-1194  
 Fax: 410-632-3131





## WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS  
 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 September 19, 2023, between the County Commissioners of Worcester County, Maryland ("County"); and RRH Associates, LLC ("Successful Vendor").

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

1. Successful Vendor will commence and complete the REMOVAL AND REPLACEMENT OF ROOFING, GUTTERS, DOWNSPOUTS, RAKE, FACIA AND SOFFITS.
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 Bid 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 \$38,760 (thirty-eight thousand seven hundred sixty dollars and no cents).
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: Bid Specifications
  - h. Form of Bid
  - i. References
  - j. Exceptions
  - k. Individual Principal
  - l. Vendor's Affidavit of Qualification to Bid
  - m. Non-Collusive Affidavit
  - n. Addendum 1 – dated 8/18/23
  - o. Successful Vendor's Completed Bid Documents
  - p. Notice of Award

- q. 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 Bid 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**

\_\_\_\_\_

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

WITNESS:

**CONTRACTOR:**  
RRH Associates, LLC

\_\_\_\_\_

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



Worcester County Government  
One West Market Street | Room 1103 | Snow Hill MD 21863-1195  
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: September 19, 2023  
RE: Request to Purchase – Newtown Park Volleyball Court Lighting

---

Recreation and Parks is requesting to purchase and have installed new lighting at the Newtown Park Volleyball Courts. This is part of an LPPI project that is nearing completion. The volleyball courts have already been installed, including new sand, new standards, nets, and lines.

These services have been quoted by Musco Sports Lighting, LLC through their cooperative contract with Sourcewell. Local Parks and Playground Infrastructure (LPPI) funding has been approved in the amount of \$90,000 for this project. LPPI grant funds is 100% reimbursable. The total cost for the lighting is \$48,353 and includes a 20-year warranty on the lights. Please see the attached quote for additional information.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

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

## Musco Lighting Quote

Date: August 30, 2023  
To: Jacob Stephens

Project: Newtown Park  
Pocomoke, MD  
Ref: 224789

## Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL

**Quotation Price – Materials Delivered to Job Site and Installation**

**Volleyball Courts – 111' x 83' ..... \$ 48,353.00**

*Sales tax and bonding are not included.*

*Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

**Light-Structure System™ with Total Light Control – TLC for LED™ technology****Guaranteed Lighting Performance**

- Guaranteed light levels of 15 foot-candles

**System Description**

- One (2) Pre-cast concrete bases with integrated lightning grounding
- One (2) 40' Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- One (2) Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- UL Listed assemblies

**Control Systems and Services**

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

**Operation and Warranty Services**

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

**Installation Services Provided****Customer Responsibilities:**

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e., water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e., home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.





## Musco Lighting Quote

8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

### Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

### Subcontractor Responsibilities

#### General:

1. Obtain any required permitting.
2. Contact your local udig for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

#### Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install one (1) LSS foundation as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect one (1) dressed LSS Pole and aim utilizing the pole alignment beam.

#### Electrical:

1. Provide labor, materials, and equipment to reuse existing 240 electrical service panels as required.
2. Provide labor, materials, and equipment to reuse existing electrical wiring as permitted.
3. Provide as-built drawings on completion of installation, **(if required)**.

#### Control-Link Control and Monitoring:



## Musco Lighting Quote

1. Provide labor, equipment, and materials to install one (1) Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link<sup>®</sup> by contacting Control-Link Central™ at 877-347-3319.

### **Payment Terms**

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Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
 Attn: Taylor Knoot  
 Fax: 800-374-6402  
 Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)

**All purchase orders should note the following:**  
**Sourcewell purchase – contract number: 041123-MSL**

### **Delivery Timing**

---

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### **Notes**

---

Quote is based on:

- Shipment of entire project together to one location.
- 240 Volt, 1 Phase electrical system requirement.
- Structural code and wind speed = 2018 IBC, 115 mi/h, Exposure C, Importance Factor II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

*Luke Schlesselman*

Field Representative  
 Musco Sports Lighting, LLC  
 Phone: 641-670-0721  
 E-mail: [Luke.Schlesselman@musco.com](mailto:Luke.Schlesselman@musco.com)



Worcester County Government  
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**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: September 19, 2023  
RE: Berlin Roads Building Remodel – Change Orders 1 & 2

---

Please see the attached change orders for the Berlin Roads Building Remodel project. Change Order #1 includes an increase of \$15,014. The actual cost to run the data/cable lines into the building came in higher than the original estimate that was received prior to a survey being completed. Change Order #2 is a credit of \$990.73. An allowance of \$36,750 was provided for the installation of the security alarm, fire alarm system, key scan access control and the IP camera system. The actual cost came in lower than the original estimate.

Public Works is requesting the Commissioner’s approval to accept these two change orders. The original contract amount was \$391,000. The new contract amount will be \$405,023.27. Funding for these services, in the amount of \$500,000, was approved in the FY22 Assigned Fund Balance “North End Public Works Building”.

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

Delmarva Veteran Builders, LLC  
 120 E. Market Street  
 Salisbury MD 21801



www.delmarvaveteranbuilders.com  
 443-736-1584

## Change Order Request

**COR Number:** 01

**Date:** 9/11/2023

**Project Number:** 2313

**Contract Date:** 7/18/2023

To:	Project:
County Commissioners of Worcester County 1 West Market St., Room 1103 Snow Hill MD 21863	Berlin Roads Building Remodel 10146 MAIN STREET Berlin MD 21811

**Description of Change:**

Allowance #2 in the contract calls for a cost of \$60,000 be allocated for the Data/Fiber & Fire/Security. Current proposal from Talkie is \$72,800. There is a difference of \$12,800 which is captured within this change order request.

Project Original Contract Sum	391,000.00
Total of Previously Approved Change Orders	0.00
Contract Amount Prior to this Change Order	391,000.00
Proposed Contract Amount of this Change Order	15,014.40
Proposed Contract Amount Including this Change Order	406,014.40

**Accepted By:**

<u>Delmarva Veteran Builders, LLC</u> Contractor (Company Name)	<u>County Commissioners of Worcester</u> County Owner (Company Name)	_____ Other (Company Name)
<u>Rich Hertzog</u> By (Signature)	_____ By (Signature)	_____ By (Signature)
<u>RICH HERTZOG</u> Printed Name	_____ Printed Name	_____ Printed Name
<u>9/11/2023 12:00:00 AM</u> Date	_____ Date	_____ Date

Delmarva Veteran Builders, LLC  
 120 E. Market Street  
 Salisbury MD 21801



www.delmarvaveteranbuilders.com  
 443-736-1584

## Change Order Request

**COR Number:** 01

**Date:** 9/11/2023

<b>To:</b> County Commissioners of Worcester County	<b>Project:</b> Berlin Roads Building Remodel
---	---

Item	Description	Quantity	UOM	Unit Price	Extended Price
<b>CO01 - Change Order #1 - Allowance #2 Increase</b>					
SUB CO	Increase In Allowance #2	0.00		0.00	12,800.00
GC OH & P	15% Overhead & Profit	0.00		0.00	1,920.00
Bond	GC 2% increase on Bond	0.00		0.00	294.40
<b>Change Order #1 - Allowance #2 Increase Total:</b>					<b>15,014.40</b>
<b>Change Order Total:</b>					<b>15,014.40</b>

Talkie Communications, inc  
 99 Talbot Blvd Chestertown MD 21620  
 844-5-Talkie  
 Sales@TalkieFiber.com  
 TalkieFiber.com

## ITEM 8

Brian,

Please find the quote for Berlin Installation. As always if you have any concerns or questions feel free to reach out.

Labor	Notes	Per item		
Fiber Pull		0.8	0	0
Vault Install		275	0	0
Conduit under ground		5	10,000	50,000
<b>Sub Total</b>				<b>50,000</b>
Suplies		Per item		
Tracer		0.24	10,000	2,400
1 1/4" conduit w muletape		0.53	10000	5,300
Fiber 24		0.6	11000	6,600
Vaults Medium		1600	4	6,400
Vaults Small		300	7	2,100
<b>Sub Total</b>				<b>22,800</b>
<b>Total</b>				<b>72,800</b>

**Michael Arscott**

Outside Plant Manager  
 Talkie Communications, inc  
 301-938-5674

Delmarva Veteran Builders, LLC  
120 E. Market Street  
Salisbury MD 21801



www.delmarvaveteranbuilders.com  
443-736-1584

## Change Order Request

**COR Number:** 02

**Date:** 9/11/2023

**Project Number:** 2313

**Contract Date:** 7/18/2023

To:	Project:
County Commissioners of Worcester County 1 West Market St., Room 1103 Snow Hill MD 21863	Berlin Roads Building Remodel 10146 MAIN STREET Berlin MD 21811

### Description of Change:

Proposal for Absolute Security (Alarm Systems) came back lower than the allowance. Money allocated for this scope of work was \$36,750. Proposal received was \$35,759.27. There is a difference of \$990.73 which will be credited back to Ownership.

Project Original Contract Sum	391,000.00
Total of Previously Approved Change Orders	0.00
Contract Amount Prior to this Change Order	391,000.00
Proposed Contract Amount of this Change Order	(990.73)
Proposed Contract Amount Including this Change Order	390,009.27

### Accepted By:

Delmarva Veteran Builders, LLC

Contractor (Company Name)

*Rich Hertzog*

By (Signature)

RICH HERTZOG

Printed Name

9/11/2023 12:00:00 AM

Date

County Commissioners of Worcester

County

Owner (Company Name)

By (Signature)

Printed Name

Date

Other (Company Name)

By (Signature)

Printed Name

Date

Delmarva Veteran Builders, LLC  
 120 E. Market Street  
 Salisbury MD 21801



www.delmarvaveteranbuilders.com  
 443-736-1584

# Change Order Request

**COR Number:** 02

**Date:** 9/11/2023

<b>To:</b> County Commissioners of Worcester County	<b>Project:</b> Berlin Roads Building Remodel
---	---

Item	Description	Quantity	UOM	Unit Price	Extended Price
<b>CO02 - Change Order #2 - Allowance #3 Decrease</b>					
SUB CO	Allowance #3 - Credit	0.00		0.00	990.73-
<b>Change Order #2 - Allowance #3 Decrease Total:</b>					<b>990.73-</b>
<b>Change Order Total:</b>					<b>990.73-</b>





Absolute Security Group, Inc  
300 Mill Street, Ste A  
Salisbury, MD 21801  
410-860-0620

ITEM 8

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## Proposal

### Client Information

Worcester County Roads Division-Burg  
10146 North Main St. Ext.  
Berlin, MD 21811

"Security Alarm"

**Proposal Number** 4000

**Date** 8/31/2023 **Expires** 9/30/2023

**Salesperson** Steve Smith

---

Absolute Security Group, Inc. is a locally owned and operated security company that has served Delmarva for almost twenty years.

The company sells, installs, and services *Residential and Commercial*:

- *Burglar systems*
- *Fire alarm systems*
- *Access control*
- *Cameras*
- *Intercoms*
- *Medical alert and nurse call systems*

In addition, Absolute Security Group, Inc. offers customers:

- *Monitoring for:*
  - *Security (doors, motion, glass breakage, hold up)*
  - *Fire (smoke, heat, CO, gas, sprinkler systems)*
- *Environmental (power, temperature & flooding) cloud storage & remote viewing for security cameras*
- *Enhanced services for remote control of lights locks & thermostats*

Furthermore, the company provides *24-hour maintenance and service*.

*Absolute Security Group, Inc. is committed to providing exceptional and timely service while also building close customer relationships.*



Absolute Security Group, Inc  
 300 Mill Street, Ste A  
 Salisbury, MD 21801  
 410-860-0620

# ITEM 8

## Proposal

### Client Information

Worcester County Roads Division-Burg  
 10146 North Main St. Ext.  
 Berlin, MD 21811

**Proposal Number** 4000  
**Date** 8/31/2023 **Expires** 9/30/2023  
**Salesperson** Steve Smith

Qty	Description	Unit Price	Total
1	SECURITY ALARM SYSTEM AT THIS TIME THE EXISTING ALARM SYSTEM FOR THE BLDG. IS FINE AND NO NEED TO UPGRADE.  THE EXISTING SYSTEM IS ALREADY ON LINE WITH ABSOLUTE SECURITY, MONITORED REMOTELY AND BEING INSPECTED ANNUALLY.  THERE IS ONLY A COUPLE ADD-ON DEVICES NEEDED	\$0.00	\$0.00
1	LCD KEYPAD CUST ALPHA PROG ADDITIONAL KEYPAD - NEW OFFICE AREA	\$189.99	\$189.99
1	ULTD-ZN WIRELESS RECEIVER RF WIRELESS RECEIVER - NEW OFFICE AREA	\$190.00	\$190.00
1	2-ZN DR/WIN X-MITTER W/MAG WHT DOOR CONTACT SENSOR - NEW OFFICE AREA	\$35.00	\$35.00
1	35X40 WIRELESS PIR 80L8 PI FIX DUAL TECH MOTION SENSOR - NEW OFFICE AREA	\$90.00	\$90.00
2	LABOR	\$125.00	\$250.00

**Sub Total** \$754.99  
**Total This Proposal** \$754.99



Absolute Security Group, Inc  
300 Mill Street, Ste A  
Salisbury, MD 21801  
410-860-0620

ITEM 8

**Proposal**

**Client Information**

Worcester County Roads Division-Burg  
10146 North Main St. Ext.  
Berlin, MD 21811

**Proposal Number** 4000  
**Date** 8/31/2023 **Expires** 9/30/2023  
**Salesperson** Steve Smith

**ABSOLUTE SECURITY GROUP, INC.**

**SUBSCRIBER:**

\_\_\_\_\_  
SECURITY CONSULTANT

\_\_\_\_\_  
ACCEPTED BY TITLE

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE PRIMARY PHONE

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND THEREFORE 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



Absolute Security Group, Inc  
300 Mill Street, Ste A  
Salisbury, MD 21801  
410-860-0620

ITEM 8

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**Proposal**

**Client Information**

Worcester County Roads Division-Burg  
10146 North Main St. Ext.  
Berlin, MD 21811

" IP CAMERA SYSTEM "

**Proposal Number 4001**

**Date 8/31/2023 Expires 9/30/2023**

**Salesperson Steve Smith**

---

---

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The company sells, installs, and services *Residential and Commercial*:

- *Burglar systems*
- *Fire alarm systems*
- *Access control*
- *Cameras*
- *Intercoms*
- *Medical alert and nurse call systems*

In addition, Absolute Security Group, Inc. offers customers:

- *Monitoring for:*
  - *Security (doors, motion, glass breakage, hold up)*
  - *Fire (smoke, heat, CO, gas, sprinkler systems)*
- *Environmental (power, temperature & flooding) cloud storage & remote viewing for security cameras*
- *Enhanced services for remote control of lights locks & thermostats*

Furthermore, the company provides *24-hour maintenance and service*.

*Absolute Security Group, Inc. is committed to providing exceptional and timely service while also building close customer relationships.*



Absolute Security Group, Inc  
300 Mill Street, Ste A  
Salisbury, MD 21801  
410-860-0620

ITEM 8

**Proposal**

**Client Information**

Worcester County Roads Division-Burg  
10146 North Main St. Ext.  
Berlin, MD 21811

**Proposal Number** 4001  
**Date** 8/31/2023 **Expires** 9/30/2023  
**Salesperson** Steve Smith

Qty	Description
1	8CH IP 8 PORT SWITCH 6TB
2	IC REAL TIME 2X4MP DUAL LENS 190 DEGREE DOME CAMERA
2	IPFX DOME SERIES MOUNTING CAP ADAPTER
2	EXTERIOR DOME CAMERA CORNER MOUNT
2	WALL ARM MUST GO WITH ADAPTOR
2	ALL WEATHER BACK BOX FOR MULTI-SENSOR CAMERA
1	4MP IP Indoor/Outdoor Mid Size Bullet. Varifocal 2.7-12mm Motorized Le
1	OUTDOOR W/P SQ JUNCTION BOX FOR MINI IP NON VANDAL DOME
2	24/4 C5E CMR YLW 1M BOX
26	LABOR

**Sub Total** \$7,162.67  
**Total This Proposal** \$7,162.67



Absolute Security Group, Inc  
300 Mill Street, Ste A  
Salisbury, MD 21801  
410-860-0620

ITEM 8

**Proposal**

**Client Information**

Worcester County Roads Division-Burg  
10146 North Main St. Ext.  
Berlin, MD 21811

**Proposal Number** 4001  
**Date** 8/31/2023 **Expires** 9/30/2023  
**Salesperson** Steve Smith

**ABSOLUTE SECURITY GROUP, INC.**

**SUBSCRIBER:**

\_\_\_\_\_  
*SECURITY CONSULTANT*

\_\_\_\_\_  
*ACCEPTED BY*

\_\_\_\_\_  
*TITLE*

\_\_\_\_\_  
*EMAIL*

\_\_\_\_\_  
*DATE*

\_\_\_\_\_  
*DATE*

\_\_\_\_\_  
*PRIMARY PHONE*

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VA: \_\_\_-\_\_\_ MD: \_\_\_\_\_ DE: \_\_\_\_\_

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

\_\_\_\_\_  
Please print name here

\_\_\_\_\_  
Please sign name here

\_\_\_\_\_  
Date Approved



Absolute Security Group, Inc  
300 Mill Street, Ste A  
Salisbury, MD 21801  
410-860-0620

ITEM 8

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**Proposal**

**Client Information**

Worcester County Roads Division-Burg  
10146 North Main St. Ext.  
Berlin, MD 21811

"Keiscan Access Control"

**Proposal Number 4002**

**Date 8/31/2023 Expires 9/30/2023**

**Salesperson Steve Smith**

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Absolute Security Group, Inc. is a locally owned and operated security company that has served Delmarva for almost twenty years.

The company sells, installs, and services *Residential and Commercial*:

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- *Fire alarm systems*
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- *Cameras*
- *Intercoms*
- *Medical alert and nurse call systems*

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  - *Fire (smoke, heat, CO, gas, sprinkler systems)*
- *Environmental (power, temperature & flooding) cloud storage & remote viewing for security cameras*
- *Enhanced services for remote control of lights locks & thermostats*

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Absolute Security Group, Inc  
 300 Mill Street, Ste A  
 Salisbury, MD 21801  
 410-860-0620

**ITEM 8**

***Proposal***

**Client Information**

Worcester County Roads Division-Burg  
 10146 North Main St. Ext.  
 Berlin, MD 21811

**Proposal Number** 4002  
**Date** 8/31/2023 **Expires** 9/30/2023  
**Salesperson** Steve Smith

Qty	Description
-----	-------------

- 1 Keyscan 4 Door Controller
- 4 THINLINEII BLK RDR WIEG OUT
- 1 NETWORK COMMUNICATION BOARD-USE W/CB485
- 1 5-PORT GIG SWITCH UN-MAN GN
- 1 RELAY MODULE
- 1 12V 7AH SLA BATTERY
- 2 16.5VAC 40VA PS, GND, LED, PTC TRANSFORMER
- 1 6AMP 12/ 24VDC PS W/ ACM8 8 OTPT
- 1 12V 7AH SLA BATTERY
- 2 Electric Strike
- 2 ELEC. STRIKE SURFACE MOUNT 12/24
- 1 Beam Clamps & Mag. Wire Clips
- 2 ACCESS WIRE 18(4)+22(2+4+6) 500' YELLOW
- 36 LABOR
- 1 Lock Smith Fee's

THERE WILL BE SOME DOOR HARDWARE NEEDED AND THE LOCKS MAY NEED TO BE CHANGED TO STORE FRONT FUNCTION SO THIS PROJECT WILL REQUIRE THE HELP OF A LOCK SMITH COMPANY POSSIBLY. WE USE RJ LOCK OUT OF BERLIN 410-213-8477 IF THEIR SERVICES ARE NEEDED. IT MAY BE ABLE TO BE HANDLED BY WOR. CO. MAINT. DEPT.

IF THE WOR. CO. MAINT. DEPT. IS GOING TO TAKE CARE OF INSTALLING THE ELECTRIC DOOR LOCKS AND DOOR HARWARE - PLEASE LET ME KNOW AS THIS QUOTE WILL NEED TO BE CHANGED AND THE PRICE WILL REDUCE

**Sub Total** **\$12,907.17**





Absolute Security Group, Inc  
300 Mill Street, Ste A  
Salisbury, MD 21801  
410-860-0620

ITEM 8

**Proposal**

**Client Information**

Worcester County Roads Division-Burg  
10146 North Main St. Ext.  
Berlin, MD 21811

**Proposal Number** 4002  
**Date** 8/31/2023 **Expires** 9/30/2023  
**Salesperson** Steve Smith

Qty	Description
-----	-------------

**Total This Proposal** \$12,907.17

<b><u>Recurring Charges</u></b>	
<b><u>Description</u></b>	<b><u>Frequency</u></b>
REMOTE ADMIN MANAGEMENT OF ACCESS	Monthly
<b>Total Recurring Monthly Amount:</b> \$0.00	



Absolute Security Group, Inc  
300 Mill Street, Ste A  
Salisbury, MD 21801  
410-860-0620

ITEM 8

*Proposal*

**Client Information**

Worcester County Roads Division-Burg  
10146 North Main St. Ext.  
Berlin, MD 21811

**Proposal Number** 4002  
**Date** 8/31/2023 **Expires** 9/30/2023  
**Salesperson** Steve Smith

**ABSOLUTE SECURITY GROUP, INC.**

**SUBSCRIBER:**

\_\_\_\_\_  
SECURITY CONSULTANT

\_\_\_\_\_  
ACCEPTED BY TITLE

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE PRIMARY PHONE

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VA: \_\_\_ MD: \_\_\_ DE: \_\_\_

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

\_\_\_\_\_  
Please print name here

\_\_\_\_\_  
Please sign name here

\_\_\_\_\_  
Date Approved



Absolute Security Group, Inc  
300 Mill Street, Ste A  
Salisbury, MD 21801  
410-860-0620

ITEM 8

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**Proposal**

**Client Information**

Worcester County Roads Division-Burg  
10146 North Main St. Ext.  
Berlin, MD 21811

"FIRE Alarm System"

**Proposal Number 4005**

**Date 8/31/2023 Expires 9/30/2023**

**Salesperson Steve Smith**

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Absolute Security Group, Inc. is a locally owned and operated security company that has served Delmarva for almost twenty years.

The company sells, installs, and services *Residential and Commercial*:

- *Burglar systems*
- *Fire alarm systems*
- *Access control*
- *Cameras*
- *Intercoms*
- *Medical alert and nurse call systems*

In addition, Absolute Security Group, Inc. offers customers:

- *Monitoring for:*
  - *Security (doors, motion, glass breakage, hold up)*
  - *Fire (smoke, heat, CO, gas, sprinkler systems)*
- *Environmental (power, temperature & flooding) cloud storage & remote viewing for security cameras*
- *Enhanced services for remote control of lights locks & thermostats*

Furthermore, the company provides *24-hour maintenance and service*.

*Absolute Security Group, Inc. is committed to providing exceptional and timely service while also building close customer relationships.*



Absolute Security Group, Inc  
 300 Mill Street, Ste A  
 Salisbury, MD 21801  
 410-860-0620

ITEM 8

**Proposal**

**Client Information**

Worcester County Roads Division-Burg  
 10146 North Main St. Ext.  
 Berlin, MD 21811

**Proposal Number** 4005  
**Date** 8/31/2023 **Expires** 9/30/2023  
**Salesperson** Steve Smith

Qty	Description
1	127 Point Addressable Fire Panel
1	POTTER UL LISTED REMOTE ANNUNCIATOR
1	Digital Alarm Communicator
1	NAPCO VERIZON FIRE RADIO
1	FIRE DOCUMENT CABINET – RED
2	12V 17.2AH SLA BATTERY NB
6	POTTER ADDRESSABLE PULL STATION (SINGLE ACTION)
3	POTTER ADDRESSABLE HEAT DETECTOR 135 TO 185 DEGREES
16	Photoelectric Smoke Sensor
16	6" BASE
2	POTTER LOW FREQUENCY SOUNDER
8	HORN STROBE WALL MOUNT RED
3	STROBE ONLY WALL MOUNT RED
2	18/4 SOL JKT FPLR 5C BX RED
2	16/4 SOL JKT FPLR 1MRL RED
48	LABOR
1	BEAM CLAMPS, J-HOOKS, CADDY HANGERS

<b>Sub Total</b>	<b>\$14,934.44</b>
<b>Total This Proposal</b>	<b>\$14,934.44</b>

**Recurring Charges**

Description	Frequency
CELL FIRE DIALER	Monthly
<b>Total Recurring Monthly Amount: \$47.00</b>	



Absolute Security Group, Inc  
300 Mill Street, Ste A  
Salisbury, MD 21801  
410-860-0620

ITEM 8

**Proposal**

**Client Information**

Worcester County Roads Division-Burg  
10146 North Main St. Ext.  
Berlin, MD 21811

**Proposal Number** 4005  
**Date** 8/31/2023 **Expires** 9/30/2023  
**Salesperson** Steve Smith

**ABSOLUTE SECURITY GROUP, INC.**

**SUBSCRIBER:**

\_\_\_\_\_  
SECURITY CONSULTANT

\_\_\_\_\_  
ACCEPTED BY TITLE

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE PRIMARY PHONE

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VA: \_\_\_-\_\_\_ MD: \_\_\_\_\_ DE: \_\_\_\_\_

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

\_\_\_\_\_  
Please print name here

\_\_\_\_\_  
Please sign name here

\_\_\_\_\_  
Date Approved

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



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

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

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

**MEMORANDUM**

**TO:** Weston S. Young, Chief Administrative Officer  
 Candace Savage, CGFM, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*  
**DATE:** September 7, 2023  
**SUBJECT:** Lewis Road Sewer Project – Design Change Order No. 1

---

Public Works is requesting Commissioner approval for design change order number one to the Lewis Road Gravity Sewer System and Pump Station project in the amount of \$7,595.00. The project was awarded to EA Engineering, Science, & Technology, Inc. for \$97,056.57. on November 12, 2021 after being competitively bid. The design and construction of the project is funded through a grant from USDA – Rural Development and Worcester County ARPA funds. The change order scope includes additional design work and project management support to cover the change in electrical service from single phase power to three phase power. The change was necessitated based on the horsepower of the pumps selected for the lift station.

The change order was submitted to USDA – Rural Development for concurrence in funding the additional work (attached), to which they agreed was covered in the grant agreement scope. The project is in the finale phases and is waiting on permits from the State. Once permits have been obtained, it will be submitted to USDA for approval to go to bid for construction, after which it will be submitted to the Commissioners for approval to bid. Bidding and award of construction is anticipated to take place this fall.

Please let me know if there are any questions.

Attachments

cc: Nick Rice  
 Chris Clasing  
 Tony Fascelli

September 5, 2023

Mr. Anthony W Bertino, Jr.  
President  
County Commissioners of Worcester County  
One West Market Street  
Snow Hill, MD 21863

RE: Agreement for Engineer Services – Amendment #1  
County Commissioners of Worcester County – Lewis Road Sewer Extension  
EA Engineering, Science, and Technology, Inc.

Dear Mr. Bertino:

We have reviewed the proposed engineering service agreement amendment for the County Commissioners of Worcester County, Lewis Road Sewer Extension. This is amendment number 1. This letter will serve as our concurrence in the agreement amendment, which has a maximum limit of \$7,595 resulting in the total agreement limit of \$224,251.57. The project budget can be amended to reflect this change in engineering expense.

Concurrence will be required for any additional amendments to this agreement.

If you have any questions, please contact Carrie Hudson at [carrie.hudson@usda.gov](mailto:carrie.hudson@usda.gov), or by telephone at 302-857-3627.

Sincerely,

*Charles C. Mikula Sr. P.E.*

Charles C. Mikula Sr., P.E.  
State Engineer – Delaware and Maryland

cc: Carrie Hudson, Community Program Specialist  
Dallas Baker, Jr. P.E., Director of Public Works  
Darl Kolar, P.E., BCEE, MBA

August 1, 2023

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

**Subject: Lewis Road Gravity Sewer System and Pump Station  
Modification Proposal for Additional Design Services  
EA Proposal No. 0791587C**

Dear Mr. Baker:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this letter proposal to the Worcester County Department of Public Works (County) to provide additional design services associated with the electrical components of the pump station and additional project management support during the project's extended design lifespan.

**Background** – During the advancement of the 60% to 90% design phase, the electrical service provider notified EA and the County that single phase electrical service existing along Lewis Road. EA coordinated with the Utility provider to obtain budgetary cost to extend three phase power to the site. After budgetary evaluation and consideration, the County expressed that three-phase electric would be warranted and to adjust the design to accommodate three-phase electric. EA assisted the County with requesting additional funding with the funding partner, USDA, which was approved via email on March 17, 2023.

**Scope of Work**—EA provided additional project management support to the County during the discussion with the utility provider, evaluation of costs, and justification to request additional funding.

EA provided additional electrical design to switch from a single-phase to a three-phase operation. EA updated that electrical design drawing sheets to reflect the change in service. In addition, EA updated the drawings to incorporate the County-requested electrical enclosure to house the electrical components in lieu of an outdoor rack system. The electrical specification sections were updated to reflect these revisions as well.

EA provided additional support during the pressure testing of the existing forcemain pipe. During the allocated day to perform the testing, it was found that the pipe would not pressurize appropriately. EA aided the County in evaluating potential causes and then returned to the site on a subsequent day to oversee the testing.

**Fee**—EA proposes to complete the work detailed herein on a Lump Sum basis for an amount of \$7,595.00. The work described under this proposal will be performed in accordance with the existing contract between Worcester County and EA as referenced within the Worcester County Acceptance Letter dated November 19, 2021.





We appreciate the County's consideration of the contract modification request. Should you have any questions about the scope of additional costs, please do not hesitate to call me at 443-944-2170 to discuss.

Respectfully yours,

A handwritten signature in blue ink, appearing to read 'S. Lemasters', written over a light blue circular stamp.

Steven Lemasters, P.E.,  
Project Manager



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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

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

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer  
From: Jennifer K. Keener, AICP, Director  
Date: September 11, 2023  
Re: Rezoning Case No. 442 – Pin Oak Properties, LLC, applicant, Hugh Cropper, IV, Esquire attorney for the applicant

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 442. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 442, seeking to rezone approximately 5.5 acres of land located on the east side of US Route 113 (Worcester Highway), on Pin Oak Drive, from C-1 Neighborhood Commercial District to C-2 General Commercial District. The case was reviewed by the Planning Commission at its meeting on August 3, 2023, and was given a favorable recommendation. In addition, the Planning Commission also recommended that the adjacent Lot 1 (0.96 acres), which is also currently zoned C-1 District, be considered for a C-2 District zoning designation, since it would be the last remaining C-1 zoned lot in that subdivision. Staff has reached out to the property owner for Lot 1, Mr. Robert Riccio, Jr., who agreed to be a party to the case. We are in receipt of his application for inclusion.

Attached you will also find the Planning Commission’s written Findings of Fact and Recommendation as prepared by Matthew Laick, Deputy Director. Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

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

**NOTICE  
OF  
PROPOSED CHANGE IN ZONING**

**EAST SIDE OF WORCESTER HIGHWAY (US ROUTE 113)  
ON PIN OAK DRIVE**

**THIRD TAX DISTRICT  
WORCESTER COUNTY, MARYLAND**

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 442 has been filed by Hugh Cropper, IV on behalf of Pin Oak Properties, LLC, property owner, and amended to include Robert, B. Riccio, Jr., property owner, for an amendment to the Official Zoning Maps to change approximately 6.46 acres of land located on the east side of US Route 113 (Worcester Highway) on Pin Oak Drive, in the Third Tax District of Worcester County, Maryland, from C-1 Neighborhood Commercial District to C-2 General Commercial District. The Planning Commission has given a favorable recommendation to the rezoning application.

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

**PUBLIC HEARING**

on

**TUESDAY, \_\_\_\_\_**

**AT \_\_\_\_\_**

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

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 442 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 442 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at [www.co.worcester.md.us](http://www.co.worcester.md.us).

**THE WORCESTER COUNTY COMMISSIONERS**

**PLANNING COMMISSION  
FINDINGS OF FACT  
AND  
RECOMMENDATION**

**REZONING CASE NO. 442**

**APPLICANTS:**

**Pin Oak Properties LLC  
10225 Silver Point Ln  
Ocean City, MD 21842**

**Robert Riccio  
P.O. Box 4387  
Ocean City, MD 21843**

**ATTORNEY FOR Pin Oak Properties LLC APPLICANT:**

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

**August 3, 2023**

**WORCESTER COUNTY PLANNING COMMISSION**

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I. INTRODUCTORY DATA

A. **CASE NUMBER:** Rezoning Case No. 444, filed on May 25, 2023.

B. **APPLICANT:** Pin Oak Properties LLC  
10225 Silver Point Ln  
Ocean City, MD 21842

**APPLICANT'S ATTORNEY:** Hugh Cropper, IV  
9923 Stephen Decatur Highway, F-12  
Ocean City, Maryland 21842

C. **TAX MAP/PARCEL INFO:** Tax Map 20, Parcel 290, Lots 1, 3, 5 & 6, Tax District 03

D. **SIZE:** The petitioned area is approximately 6.46 acres in size.

E. **LOCATION:** The petitioned area is located on the east side of US Route 113 approximately 2,600 feet north of US 50. The lots are part of the Douglynne Woods Subdivision.

F. **CURRENT USE OF PETITIONED AREA:** Lot 3 is the current location of the Pin Oak Business Complex with 2 contractor shops covering 9,528 sf. Lots 5 and 6 are currently vacant. Lot 1 has a single-family home on it.

G. **CURRENT ZONING CLASSIFICATION:** C-1 Neighborhood Commercial District.

H. **REQUESTED ZONING CLASSIFICATION:** C-2 General Commercial District.

I. **APPLICANT'S BASIS FOR REZONING:** The application indicates that a mistake was made in zoning the property C-1 on November 3, 2009. Being zoned C-1 created a non-conformity as the existing contractor shops are no longer a permitted use in this zoning district. The applicant argues that the petitioned area would be more consistent with the permitted uses and special exceptions contained in the C-2 General Commercial District.

J. **ZONING HISTORY:** At the time zoning was first established in 1964, the petitioned area was given a B-2 General Business District classification, and the B-2 zoning was retained in the comprehensive rezoning held in 1978. In the 1992 rezoning, the petitioned area was given the B-1 Neighborhood Business District classification and in 2009 it was given a C-1 Neighborhood Commercial District classification.

- K. SURROUNDING ZONING:** Adjoining properties on the east side of US 113 are zoned A-1 Agricultural District with Lot 1 just to the south zoned C-1 Neighborhood Commercial District. Directly across US 113 parcels are zoned A-2 Agricultural District and other parcels are in the Municipality of Berlin.
- L. COMPREHENSIVE PLAN:** According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Agriculture Land Use Category.
- M. WATER AND WASTEWATER:** According to the response from Mr. Mitchell, the property is not currently connected to public sewer and/or water at this time. The subject property has a designation of a Sewer and Water Service Category of S-6/ W-6 (No planned service.) in the Master Water and Sewerage Plan.
- N. EMERGENCY SERVICES:** Fire and ambulance service will be available from the Berlin Volunteer Fire Company approximately four minutes south of the subject property. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately Three minutes away, and the Worcester County Sheriff's Office in Snow Hill, approximately twenty-one minutes away.
- O. ROADWAYS AND TRANSPORTATION:** The petitioned area has frontage on Pin Oak Dr, a County owned and maintained roadway. Lots 1 and 3 has frontage (but no direct access) to US Route 113. No comments were received from the County Roads Division of the Department of Public Works. Maryland Department of Transportation State Highway Administration (MDOT SHA) has no objection to the rezoning as proposed.
- P. SCHOOLS:** The petitioned area is within Zone 3 of the Worcester County Public School Zones.
- Q. CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS:** The petitioned area is located outside of the Chesapeake Bay Critical Area (CBCA). And is not subject to the Forest Conservation Law, Per NR 1-403(a). This property has obtained a FSD (Forest Stand Delineation) approval and is working on their FCP (Forest Conservation Plan).
- R. FLOOD ZONE:** The FIRM map (24047C0155H, effective July 16, 2015) indicates that this property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard).
- S. INCORPORATED TOWNS:** This property is within one mile of any incorporated town of Berlin. Berlin Corporate limits is Ocean City is approximately 250 ft directly west on the west side of US 113.

II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicant's attorney, Paul Sens representing Pin Oak Properties, LLC, and Steve Engel, registered landscape architect with Vista Design, were present for the review. The property owner purchased the petitioned area in 2006. Mr. Cropper testified that they are seeking to rezone lots 3, 5 and 6 from C-1 Neighborhood Commercial District to C-2 General Commercial District. Mr. Cropper submitted the purpose and intent statement of the C-1 District as Applicant's Exhibit #1 and a site plan as Applicant's Exhibit #2.

Mr. Cropper questioned Mr. Engel about the subdivision of the property on April 26, 1977, and then continued to state the history of the zoning of the property. The property was zoned B-1 Neighborhood Business District in the 1992 rezoning and then in 2009 it was given a C-1 Neighborhood Commercial District classification. At the time of the last comprehensive rezoning on November 3, 2009, there was a contractor shop on two of the lots totaling almost 10,000 sq. ft. Although contractor shops were allowed as a special exception in the B-1 District, it is not permitted in the C-1 District. The contractor shop became a legally existing nonconformity as of the date of the comprehensive rezoning.

Mr. Cropper stated that it is the policy of the Comprehensive plan and the County Commissioners to bring things into compliance. Mr. Cropper then talked about the C-1 Neighborhood Commercial District and how it is a commercial district intended to bring day do day conveniences to local neighborhoods. Mr. Engel agreed with Mr. Cropper that this property currently does not meet the intent. Mr. Cropper then described the property as being on a busy highway near where the County has a Public Works facility. There is no where for someone to walk, ride a bike and no real residential development around it. Mr. Cropper stated that the property has no public water or sewer. It has small septic systems and that restricts what can be done to contractor shops or storage. C-1 District uses are not feasible on these lots.

Mr. Cropper noted that per the staff report, if the rezoning was granted, it would isolate Lot 1 as the only remaining C-1 zoned property in the area. He stated that the owners have contacted the owner of Lot 1 and while they are not party to this application, the property owner would be in favor of rezoning Lot 1. Mr. Cropper noted that in the past this board has taken it on themselves to recommend a rezoning to complete an area and do what makes sense.

Mr. Cropper and Mr. Engel agree that the current zoning is a good-faith mistake because it was a hidden property and that a C-2 designation would be better suited for this property.

Mrs. Knight made a motion to find that there was a mistake in the zoning and that the C-2 District would be more desirable in terms of the Comprehensive Plan. Mrs. Ott seconded the motion, and it was approved unanimously.



III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission noted that this was not applicable since Mr. Cropper's testimony was based solely on a mistake in the current zoning classification.
- B. Regarding population change: The Planning Commission concluded that population change in the immediate area has been minimal since the last comprehensive rezoning that occurred on November 3, 2009, nor would this application contribute to an increase in population.
- C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as it pertains to wastewater disposal and the provision of potable water, since this property would be served by private sewer and a private well. Mr. Mitchell's memo stated that the subject property has a designation of a Sewer Service Category of S-6/ W-6 (No planned service) in the Master Water and Sewerage Plan. Additionally, fire and ambulance service will be available from the Berlin Fire Company, approximately four minutes away. No comments were received from the fire company with regard to this review. Police protection will be available from the State Police Barracks in Berlin, approximately three minutes away, and the Worcester County Sheriff's Office in Snow Hill, approximately twenty-one minutes away. No comments were received from either the Maryland State Police or the Worcester County Sheriff's Department. The petitioned area is served by the following schools: Buckingham Elementary, Berlin Intermediate, and Stephen Decatur Middle and High Schools. As a commercial use, there will be no impact on the school system. In consideration of its review, the Planning Commission found that there will be no negative impacts to public facilities and services resulting from the proposed rezoning.
- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area has access to Pin Oak Dr, a County owned and maintained roadway. Lot 3 has frontage (but no direct access) to US Route 113, a State-maintained Road. No comments were received from the County Roads Division of the Department of Public Works. The Maryland Department of Transportation State Highway Administration (MDOT SHA) District 1 stated that they have no objection to the rezoning and that development would require review and approval from District 1 Access Management and obtain any permits as needed.
- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that a rezoning of the subject property to C-2 would be compatible with existing and proposed development. The Planning Commission also found that the proposed rezoning would not have an impact on environmental regulations as the property has a large contractor shop on it.

- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use map, a broad-brush approach has been applied to this area as the Town of Berlin is right on the west side of US113, and there are high intense uses such as the Counties Road shop is less than 0.25 miles south on US113. There are no agriculture uses around this property except for what is within the Town of Berlin. This rezoning would take a non-conformity in the existing contractor shop and make it conforming.
- G. The Planning Commission found that the proposed rezoning of the petitioned area from C-1 Neighborhood Commercial District to C-2 General Commercial District is compatible with the Comprehensive Plan and in keeping with its goals and objectives. The planning Commission also recommended that Lot 1 be included in this rezoning as it would be left as the only C-1 Neighborhood Commercial District lot left in the area. The property owner was contacted and agreed with the rezoning and has submitted an application to be attached to this rezoning case.

IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there is a mistake in the existing zoning of the petitioned area. The poor soils on the petitioned area will allow for extremely limited uses, making them unable to serve the day-to-day shopping and service needs of the local neighborhood as called for in the purpose and intent statement of the C-1 District. In addition, the existing use of the property as a contractor shop is a non-conforming use, which the rezoning would resolve. Therefore, based upon its review, the Planning Commission concluded that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 442, seeking a rezoning of the petitioned area from C-1 Neighborhood Commercial District to C-2 General Commercial District. In addition, the Planning Commission recommended that the adjoining Lot 1 also be included for rezoning to C-2 General Commercial District.

V. RELATED MATERIALS AND ATTACHMENTS

§ ZS 1-208

## PRIMARY DISTRICT REGULATIONS

§ ZS 1-209

- (3) Customary incidental home occupations, subject to the provisions of § ZS 1-339 hereof.
- (4) The keeping of not more than four roomers or boarders.
- (5) Signs on the premises advertising a lawful use conducted on the premises and temporary and directional signs. All signs shall be subject to the provisions of § ZS 1-324 hereof.
- (6) Private waterfront structures, subject to the provisions of § NR 2-102 of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland and § ZS 1-335 hereof.
- (7) Temporary buildings and structures, as provided for and regulated by § ZS 1-334 hereof.
- (8) Yard sales, subject to the provisions of § ZS 1-341 hereof.
- (e) Height regulations. Except for certain other buildings, structures or parts thereof as provided in § ZS 1-305 hereof, no flat-roofed principal structure shall exceed a height of thirty-five feet, no pitched-roofed principal structure shall exceed a height of forty-five feet, and no flat- or pitched-roofed principal structure shall exceed four stories. In addition, no accessory structure shall exceed either two stories or twenty-five feet in height.
- (f) Other regulations. The uses and structures permitted in the R-4 District shall be subject to the applicable regulations contained in Subtitle ZS1:I, General Provisions, and Subtitle ZS1:III, Supplementary Districts and District Regulations, of this Title.

**§ ZS 1-209. C-1 Neighborhood Commercial District.**

- (a) Purpose and intent. This district is intended to provide for convenient commercial areas strategically based to serve the day-to-day shopping and service needs of the local neighborhood. Designed to serve populations of one thousand or more within an approximate five- to ten-minute travel time, this district shall be limited to small-scale commercial operations of far less intensity than those provided for in the C-2 General Commercial District and C-3 Highway Commercial District. The scale and design of these neighborhood commercial uses should complement the scale and design of the existing neighborhood in which they are located and blend visually into the surrounding community.
- (b) Permitted principal uses and structures. The following principal uses and structures shall be permitted in the C-1 District:
  - (1) Neighborhood retail and service establishments.
    - A. These include:
      - 1. Retail businesses.
      - 2. Personal service businesses.

NOTES

LOTS  
Plot:  
3rd E  
WORC  
MARY

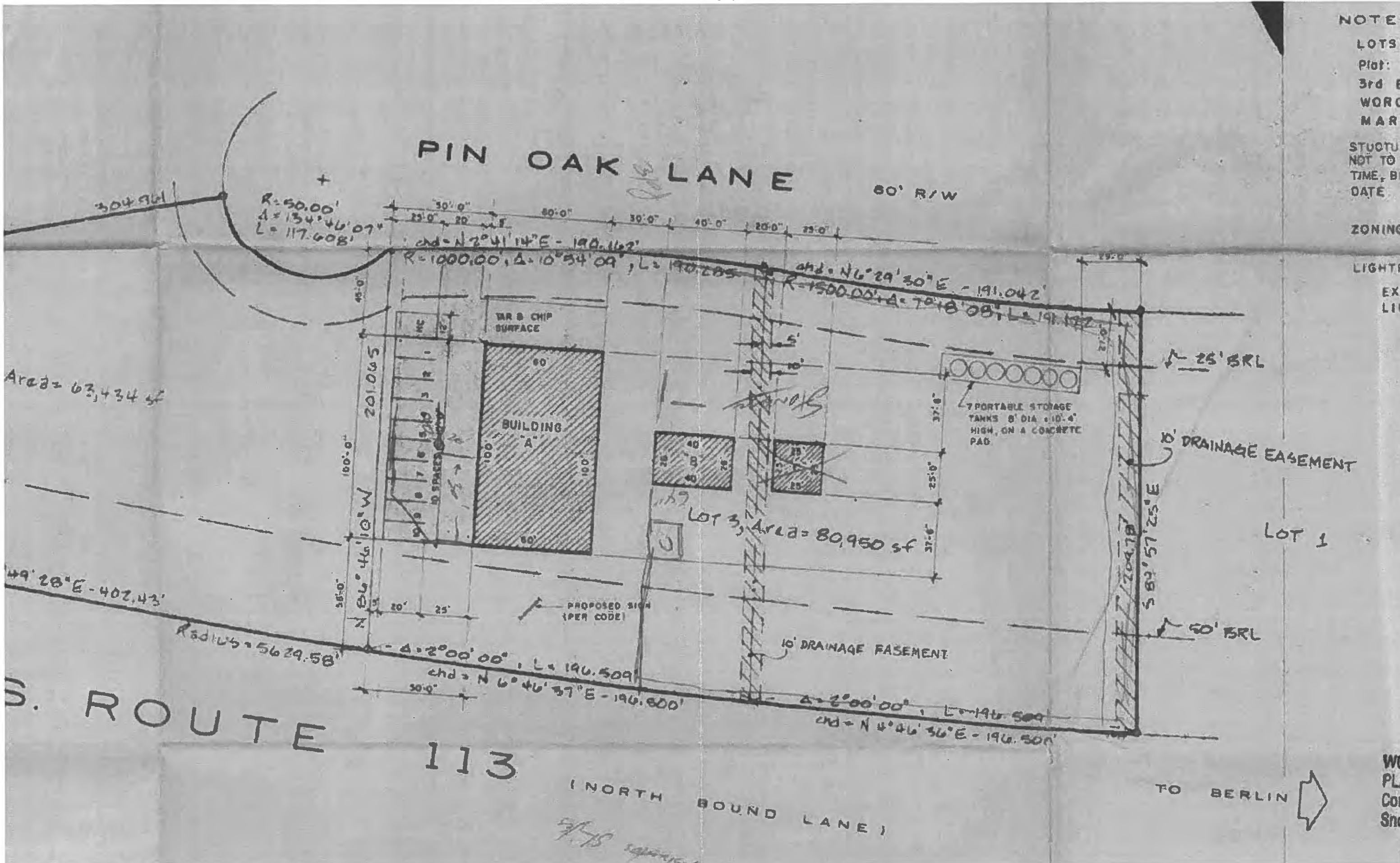
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# PIN OAK LANE

60' R/W

Area = 63,434 sf

LOT 3, Area = 80,950 sf

LOT 1

# S. ROUTE 113

(NORTH BOUND LANE)

TO BERLIN

**STAFF REPORT**

**REZONING CASE NO. 442**

**PROPERTY OWNER:** Pin Oak Properties LLC  
10225 Silver Point Ln  
Ocean City, MD 21842

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

**TAX MAP/PARCEL INFO:** Tax Map 20, Parcel 290, Lots 3, 5 & 6, Tax District 03

**SIZE:** The petitioned area is approximately 5.5 acres in size.

**LOCATION:** The petitioned area is located on the east side of US Route 113 approximately 2,600 feet north of US 50. The lots are part of the Douglynne Woods Subdivision.

**CURRENT USE OF PETITIONED AREA:** Lot 3 is the current location of the Pin Oak Business Complex with 2 contractor shops covering 9,528 sf. Lots 5 and 6 are currently vacant.

**CURRENT ZONING CLASSIFICATION:** C-1 Neighborhood Commercial District.

As defined in the Zoning Code, the intent of this district is to provide for convenient commercial areas strategically based to serve the day to day shopping and service needs of the local neighborhood. This district shall be limited to small scale commercial operations of far less intensity than those provided for in the C-2 General Commercial District and C-3 Highway Commercial District. The scale and design of these neighborhood commercial uses should complement the scale and design of the existing neighborhood in which they are located and blend visually into the surrounding community.

**REQUESTED ZONING CLASSIFICATION:** C-2 General Commercial District.

As defined in the Zoning Code, the intent of this district is to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. The Code also states, in part, that site layout and design features within this district shall be compatible with the community and the County's character.

**APPLICANT'S BASIS FOR REZONING:** The application indicates that a mistake was made in zoning the property C-1 on November 3, 2009. Being zoned C-1 created a non-conformity as the existing contractor shops are no longer a permitted use in this zoning district. The former B-1 District allowed contractors shops up to 10,000 square feet in area as a special exception. The

applicant argues that the petitioned area would be more consistent with the permitted uses and special exceptions contained in the C-2 General Commercial District.

**ZONING HISTORY:** At the time zoning was first established in 1964, the petitioned area was given a B-2 General Business District classification, and the B-2 zoning was retained in the comprehensive rezoning held in 1978. In the 1992 rezoning, the petitioned area was given the B-1 Neighborhood Business District classification and in 2009 it was given a C-1 Neighborhood Commercial District classification.

**SURROUNDING ZONING:** Adjoining properties on the east side of US 113 are zoned A-1 Agricultural District with Lot 1 just to the south zoned C-1 Neighborhood Commercial District. Directly across US 113 parcels are zoned A-2 Agricultural District and other parcels are in the Municipality of Berlin. If this rezoning is given a favorable recommendation, then it would isolate Lot 1 as the only C-1 Neighborhood Commercial District in this area.

### **COMPREHENSIVE PLAN:**

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

According to Chapter 2 – Land Use of the Comprehensive Plan and the associated land use map, the petitioned area lies within the Agriculture Land Use Category. With regard to the Agriculture Land Use Category, the Comprehensive Plan states the following:

“The importance of agriculture to the county cannot be overstated. Its significance is economic, cultural, environmental, and aesthetic. Agriculture is simply the bedrock of the county's way of life. Agriculture faces challenges from international commodity prices, local development pressure, and the aging farm population to name a few. The county must do all it can to preserve farming as a viable industry.” (Page 18)

While this is in the Agriculture Land Use Category, there is no farmed lands within the immediate surrounding area, apart from those lands previously annexed into the Town of Berlin on the westerly side of US 113.

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

3. Maintain the character of the county's existing population centers.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.

10. Locate employment centers close to the potential labor force.
15. Balance the supply of commercially zoned land with anticipated demand of year-round residents and seasonal visitors.
16. Locate major commercial and all industrial development in areas having adequate arterial road access or near such roads.
17. Discourage highway strip development to maintain roadway capacity, safety, and character.
21. Promote mixed use development.

(Pages 12 & 13)

The area immediately surrounding the subject property is also in the Agriculture Land Use Category on the Land Use Plan.

In Chapter 4 - Economy, the Plan calls for commercial services to be located in major communities, rather than separate and apart from standard subdivision-type residential development.

2. Provide for suitable locations for commercial centers able to meet the retailing and service needs of population centers.
5. Locate commercial uses so they have arterial roadway access and are designed to be visually and functionally integrated into the community.

(Page 60)

**WATER AND WASTEWATER:** According to the attached response memo from Mr. Mitchell, the property is not currently connected to public sewer and/or water at this time. The subject property has a designation of a Sewer and Water Service Category of S-6/ W-6 (No planned service.) in the Master Water and Sewerage Plan. No comments were received from the County's Public Works Department.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are as follows: See soils map.

FadA – Fallsington sandy loams (18.7% of site), severe limitations to on-site wastewater disposal

HbB – Hambrook sandy loam (39.5% of site), severe limitations to on-site wastewater disposal

MuA – Mullica-Berryland complex (7.5% of site), severe limitations to on-site wastewater disposal

OtA – Othello silt loams (15.5% of site), severe limitations to on-site wastewater disposal

WddA – Woodstown sandy loam (17.8% of site), severe limitations to on-site wastewater disposal

Za – Zekiah sandy loam (1% of site), severe limitations to on-site wastewater disposal

**EMERGENCY SERVICES:** Fire and ambulance service will be available from the Berlin Volunteer Fire Company approximately four minutes south of the subject property. Service is also available from the Showell Volunteer Fire Company approximately five minutes away. No comments were received from the fire companies with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately Three minutes away, and the Worcester County Sheriff’s Office in Snow Hill, approximately twenty-one minutes away. No comments were received from the Maryland State Police Barracks or from the Sheriff’s Office.

**ROADWAYS AND TRANSPORTATION:** The petitioned area has frontage on Pin Oak Dr, a County owned and maintained roadway. Lot 3 has frontage (but no direct access) to US Route 113. No comments were received from the County Roads Division of the Department of Public Works. Maryland Department of Transportation State Highway Administration (MDOT SHA) has no objection to the rezoning as proposed. If this parcel is proposed to be developed in the future, the proposed development will require review and approval from District 1 Access Management and need to obtain permitting, as necessary.

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

**CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS:** Mr. Mitchell also notes in his memorandum that the petitioned area is located outside of the Atlantic Coastal Bays Critical Area (ACBCA) and Chesapeake Bay Critical Area (CBCA); therefore, is subject to the Forest Conservation Law. He also states that this parcel has an approved Forest Stand Delineation as of March 2023. This will not change the afforestation/reforestation thresholds when the property is developed. This property has obtained a FSD (Forest Stand Delineation) approval and is working on their FCP (Forest Conservation Plan).

No comments were received from the State Critical Area Commission relative to this request.

**FLOOD ZONE:** The FIRM map (24047C0155H, effective July 16, 2015) indicates that this property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard).

**INCORPORATED TOWNS:** This property is within one mile of any incorporated town of Berlin. Berlin Corporate limits is Ocean City is approximately 250 ft directly west on the west side of US 113.

**ADDITIONAL COMMENTS RECEIVED:** N/A



!!IMPORTANT!!

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

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

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

PLEASE TYPE  
 OR PRINT IN  
 INK

**APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP**

(Office Use One - Please Do Not Write In This Space)

Rezoning Case No. 442  
 Date Received by Office of County Commissioners: \_\_\_\_\_  
 Date Received by Development, Review and Permitting: 5/25/23  
 Date Reviewed by Planning Commission: 8/31/23

I. Application

Proposals for amendment of the Official Zoning Maps may be made only by a governmental agency or by the property owner, contract purchaser, option holder, leasee, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

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

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 20
- B. Parcel Number(s): 290
- C. Lot Number(s), if applicable: 3, 5, and 6
- D. Tax District Number: 03

III. Physical Description of Property

- A. Located on Pin Oak Lane
- B. Consisting of a total of approximately 5.5 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:  
 \_\_\_\_\_
- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment

on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): C-1 Neighborhood Commercial  
(Name and Zoning District)
- B. Acreage of zoning classification(s) in "A" above: 5.5
- C. Requested zoning classification(s): C-2, General Commercial  
(Name and Zoning District)
- D. Acreage of zoning classification(s) in "C" above: 5.5

V. Reasons for Requested Change

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

- A. Please list reasons or other information as to why the rezoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:


**This rezoning is based upon a mistake in the original November 3, 2009 Comprehensive Rezoning, per the attached.**

IV. Filing Information and Required Signatures


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

real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.


B. Signature of Applicant in Accordance with VI.A. above.

Signature:   
 Printed Name of Applicant: Hugh Cropper, IV, Attorney for Property Owner  
 Mailing Address: 9927 Stephen Decatur Hwy., F-12, Ocean City, MD 21842 Phone Number: 410-213-2681  
 E-Mail: hcropper@bbcmlaw.com  
 Date: May 24 2023

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

Signature:   
 Printed Name of Owner: Pin Oak Properties, LLC  
 Mailing Address: 10225 Silver Point Lane, Ocean City, MD 21842  
 Phone Number: 443-497-2294  
 E-Mail: paul@ocfuel247.com  
 Date: May 24 2023

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

Signature:   
 Printed Name of Owner: Hugh Cropper IV  
 Mailing Address: 9927 Stephen Decatur Hwy., F-12, Ocean City, MD 21842  
 Phone Number: 410-213-2681  
 E-Mail: hcropper@bbcmlaw.com  
 Date: May 24 2023

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

VII. General Information Relating to the Rezoning Process

- A. Applications shall only be accepted from January 1<sup>st</sup> to January 31<sup>st</sup>, May 1<sup>st</sup> to May 31<sup>st</sup>, and September 1<sup>st</sup> to September 30<sup>th</sup> of any calendar year.
- B. Applications for map amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

- C. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and for purpose may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgment.

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

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

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

The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth above shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be

compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.

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

**ATTACHMENT IN SUPPORT OF REZONING APPLICATION**

Pin Oak Properties, LLC is the owner of Lots 3, 4 (now consolidated into Lot 3), 5, and 6 in the Pin Oak Business Complex located on the east side of US Route 113, just north of the Town of Berlin in Worcester County. The lots are part of the Douglynne Woods Subdivision, which was platted and recorded on April 26, 1977.

The subject properties are currently zoned C-1, Neighborhood Commercial District. Prior to the November 3, 2009 Comprehensive Rezoning, the subject properties were zoned B-1, Neighborhood Commercial District. The subject properties front along US Route 113, and they are served by a single point of access (Pin Oak Lane).

The interior lots in the subdivision, which do not front on the highway, are for the most part unimproved, and are zoned A-1, Agricultural District.

At the time of the Comprehensive Rezoning, the properties were improved with a large contractors shop, which exceeded the 2,500 square foot limit per establishment in a B-1, Neighborhood Business District, which was previously operated by Atlantic Aquatech Pools and John Jarvis. The Comprehensive Rezoning created a non-conformity.

Secondly, and perhaps more importantly, the C-1 Neighborhood Commercial District is intended to provide for convenient commercial areas strategically based to serve day to day shopping and service needs of the local neighborhood. In this case, the properties are located along a busy highway, albeit adequately screened from the highway. They are suitable for the

permitted uses and special exceptions contained in the C-2, General Commercial District, such as the existing contractors shop which is specifically permitted in the C-2, General Commercial District (see ZS1-210(b)(3)).

Although the property is designated as Agricultural in the Land Use Map which accompanies the Comprehensive Plan, it is located directly across, or east of, lands in the municipal limits of the Town of Berlin. It is just north of the intersection of Ocean Gateway (US Route 50) and US Rt. 113, which is also designated commercial on the Land Use Map. According to Google Maps, it is approximately  $\frac{3}{4}$  of a mile north of Atlantic General Hospital, and just north of the Town of Berlin Center.

The property owner and applicant respectfully request that this sectional rezoning be granted, and the property be rezoned to from C-1, Neighborhood Commercial District, to C-2, General Commercial District, which is more consistent with the intent and objectives of the Comprehensive Plan.

Respectfully submitted,



---

Hugh Cropper IV  
Attorney for Pin Oak Properties, LLC



August 4, 2023

Robert B. Riccio, Jr.  
Post Office Box 4387  
Ocean City, MD 21843

Dear Mr. Riccio:

At their meeting of Thursday, August 3, 2023, the Worcester County Planning Commission reviewed a petition to rezone Lots 3, 5 and 6 within the Douglynne Woods subdivision owned by Pin Oak Properties, LLC. The request was to change the zoning designation from C-1 Neighborhood Commercial District to C-2 General Commercial District. Enclosed you will find a map of the petitioned area for your review.

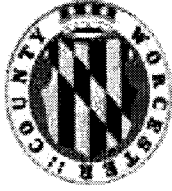
The Planning Commission provided a favorable recommendation to the petition, finding that the rezoning would be compatible with and more desirable in terms of the Comprehensive Plan. However, they were also in favor of rezoning the adjoining Lot 1 which is under your ownership and would be the only remaining portion of C-1 zoning in the subdivision should the rezoning application be approved by the Worcester County Commissioners.

Therefore, I am reaching out to you to ascertain your willingness to be a party to the proposed rezoning petition. Should you be in favor of having your lot included, I have also enclosed an application form for you to sign. Upon receipt of your application or written notice that you do not wish for your property to be considered, our office will forward the matter to the Worcester County Commissioners accordingly. Since I am delaying the public hearing request for the Pin Oak Properties, LLC petition until such time as we have received your comments on this matter, I would appreciate your feedback as soon as possible.

Please do not hesitate to contact me at (410) 632-1200 extension 1613.

Sincerely,

Matthew Laick, GISP  
Deputy Director



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

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

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

Rezoning Case No. 442

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

Date Received by Development Review and Permitting \_\_\_\_\_

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

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

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

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 0020
- B. Parcel Number(s): 0290
- C. Lot Number(s), if applicable: 1
- D. Tax District Number: \_\_\_\_\_

III. Physical Description of Property

- A. Located on East side of Georgetown Rd. Road, approximately \_\_\_\_\_ feet/miles to the \_\_\_\_\_ side of \_\_\_\_\_ Road.
- B. Consisting of a total of 41,775 SF acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:

Lot 1 41,775 SF  
R-113 and Georgetown Rd.  
PL Douglyne Woods Sec 1

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

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): C1 - Neighborhood  
(name and zoning district)
- B. Acreage of zoning classification(s) in "A" above: 41,775 SF
- C. Requested zoning classification(s): C2 - General Commercial District  
(name and zoning district)
- D. Acreage of zoning classification(s) in "C" above: 41,775 SF

V. Reasons for Requested Change

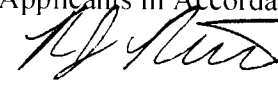
The County Commissioners may grant a map amendment based upon a finding that there: (a) has been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) is a mistake in the existing zoning classification and a change in zoning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

- A. Please list reasons or other information as to why the zoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:  
Make compatible with the Comprehensive Plan.  
Only remaining portion of C-1 zoning in the subdivision.

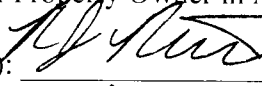
VI. Filing Information and Required Signatures

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

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

Signature(s):   
 Printed Name(s): Robert J. Riccio, JR  
 Mailing Address: P. O. Box 4387, Ocean City, MD 21843  
 Phone Number: 410-730-6633 Email: RiccioKWO@aol.com  
 Date: 8/23/2023

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

Signature(s):   
 Printed Name(s): Robert J. Riccio, JR  
 Mailing Address: Same as above  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

Signature(s): \_\_\_\_\_  
 Printed Name(s): \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

VII. General Information Relating to the Rezoning Process

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

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

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

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

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

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

REZONING FINDINGS OF FACT FORM

Applicant shall provide information with regard to the following items:

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

If not changed it would be the only  
remaining portion of C-1 zoning in the  
subdivision

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

Directly on highway (US113) and numerous  
commercial properties on the same road

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

- 1. Relating to population change:

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

- 2. Relating to the availability of public facilities:

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

- 3. Relating to present and future transportation patterns:

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

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

yes  
 \_\_\_\_\_  
 \_\_\_\_\_

- 5. Relating to compatibility with the Comprehensive Plan:

yes  
 \_\_\_\_\_  
 \_\_\_\_\_

Real Property Data Search ( )  
 Search Result for WORCESTER COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 03 Account Number - 025527

### Owner Information

Owner Name: RICCIO ROBERT B JR      Use: RESIDENTIAL  
 Mailing Address: P O BOX 4387      Principal Residence: NO  
 OCEAN CITY MD 21843-      Deed Reference: /06424/ 00333

### Location & Structure Information

Premises Address: 10101 GEORGETOWN RD      Legal Description: LOT 1 41775 SQ FT  
 BERLIN 21811-0000      R-113 & GEORGETOWN RD  
 PL DOUGLYNNE WOODS SEC 1

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0020	0021	0290	3010001.24	0000			1	2022	

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1976	1,992 SF		41,775 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
1 1/2	NO	STANDARD UNIT	SIDING/	3	1 full/ 1 half		

### Value Information

	Base Value	Value	Phase-in Assessments	
			As of	As of
Land:	59,600	59,600	07/01/2023	07/01/2024
Improvements	98,600	154,700		
Total:	158,200	214,300	195,600	214,300
Preferential Land:	0	0		

### Transfer Information

Seller:	Date:	Price:
SCHWARTZ KATHY F &	09/08/2014	\$25,000
Type: NON-ARMS LENGTH OTHER	Deed1: /06424/ 00333	Deed2:
Seller: A W C COMPANY INC	Date: 11/16/2000	Price: \$175,000
Type: ARMS LENGTH IMPROVED	Deed1: SV11 /02938/ 00049	Deed2:
Seller: LOEWER DOUGLAS G	Date: 09/09/1983	Price: \$36,312
Type:	Deed1: WCL /00906/ 00382	Deed2:

### Exemption Information

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

### Homestead Application Information

Homestead Application Status: No Application

### Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application      Date:

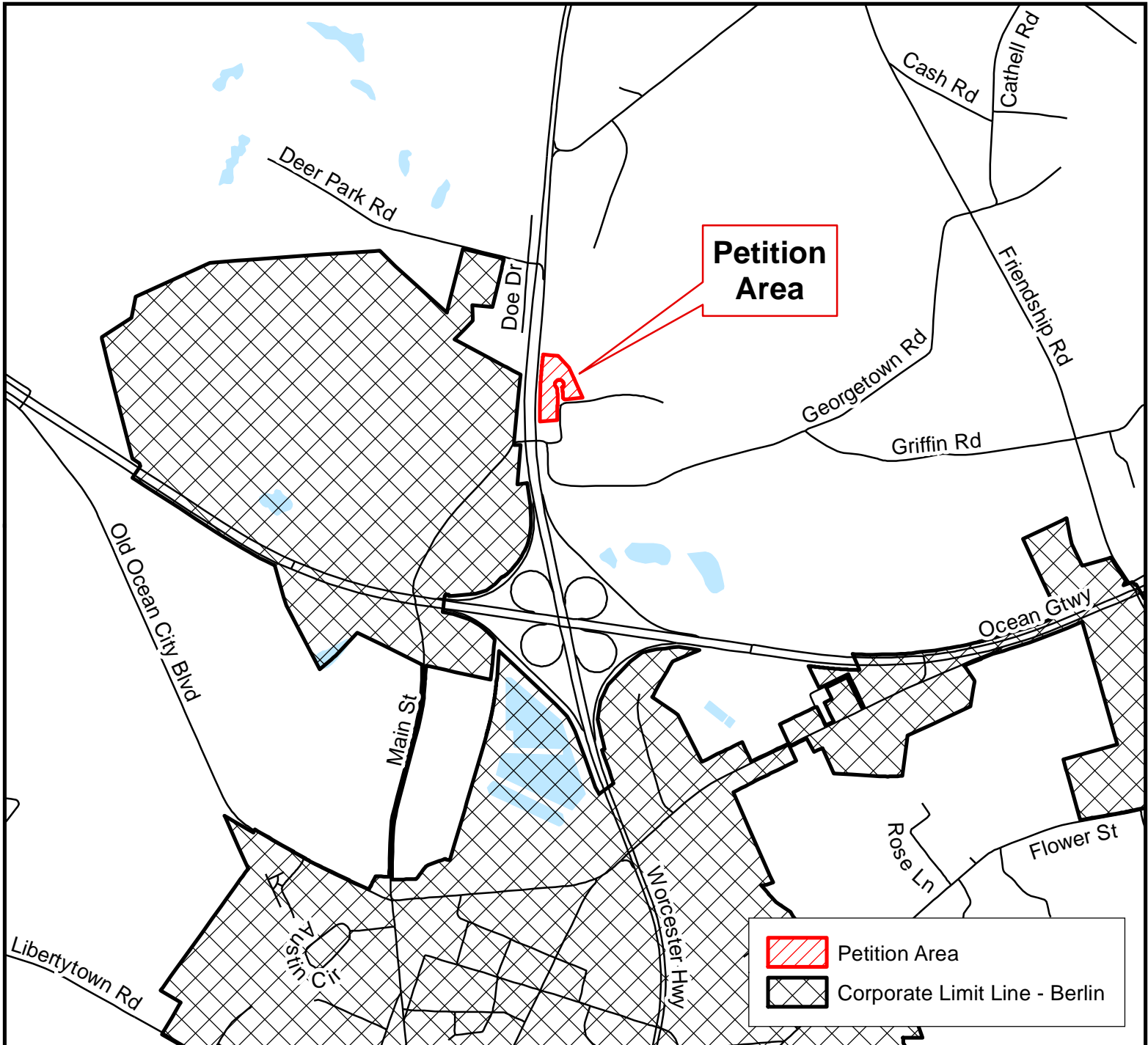
# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 442  
C-1 Neighborhood Commercial to C-2 General Commercial  
Tax Map: 20, Parcel 290, Lot 3, 5 and 6



## LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2023

Source: Worcester County GIS Data Layers  
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

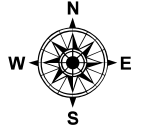
Drawn By: KLH Reviewed By: ML



# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 442  
C-1 Neighborhood Commercial to C-2 General Commercial  
Tax Map: 20, Parcel 290, Lot 3, 5 and 6



## AERIAL IMAGERY



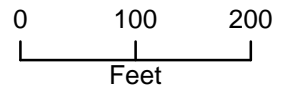
**Petition Area**

Worcester Hwy

Greenbriar Dr

Pin Oak Dr

DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2023



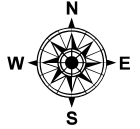
Source: 2022 Aerial Imagery  
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: ML

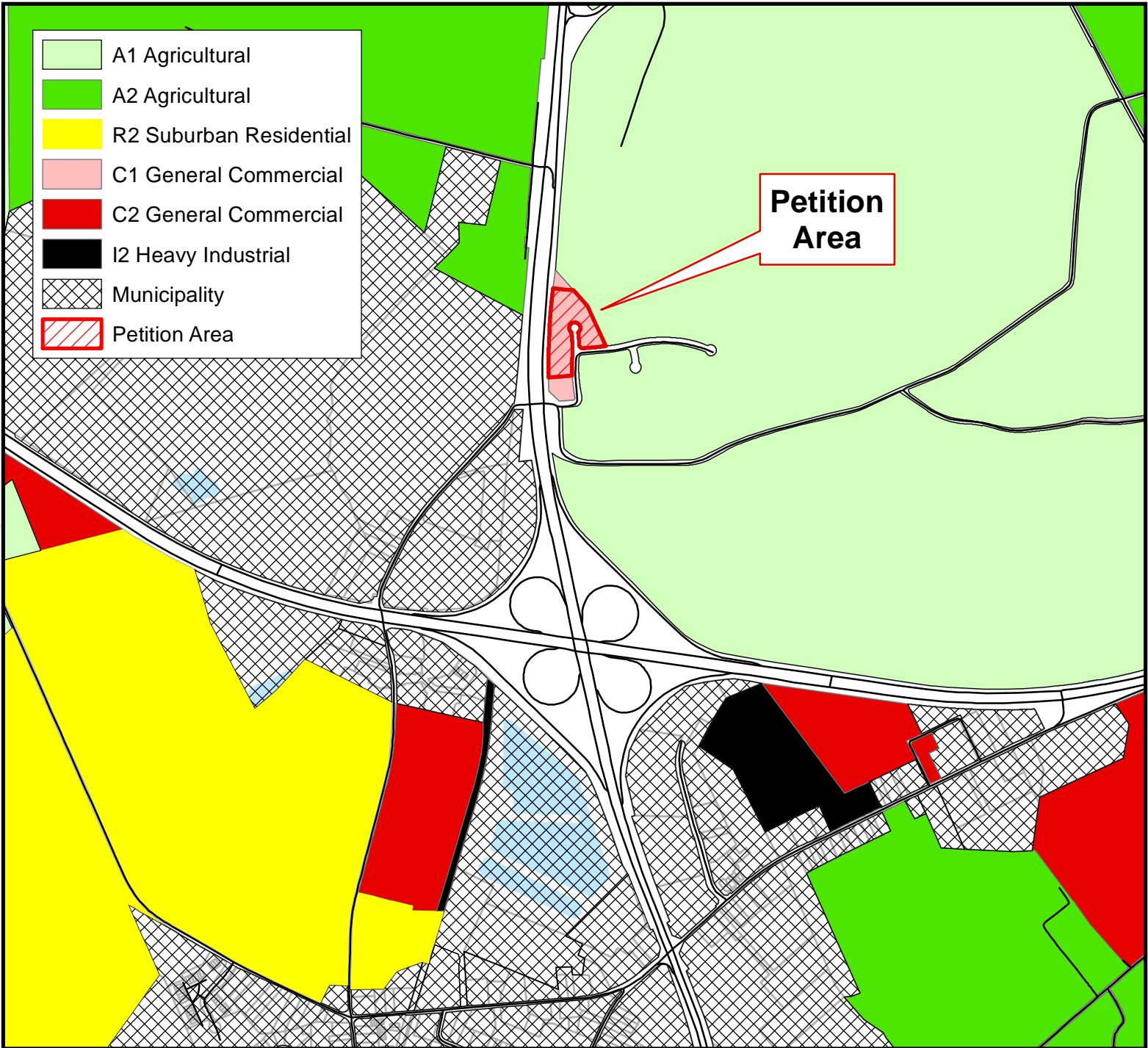
# WORCESTER COUNTY, MARYLAND



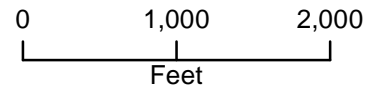
REZONING CASE NO. 442  
C-1 Neighborhood Commercial to C-2 General Commercial  
Tax Map: 20, Parcel 290, Lot 3, 5 and 6



## ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2023



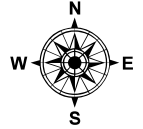
Source: 2009 Official Zoning Map  
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: ML

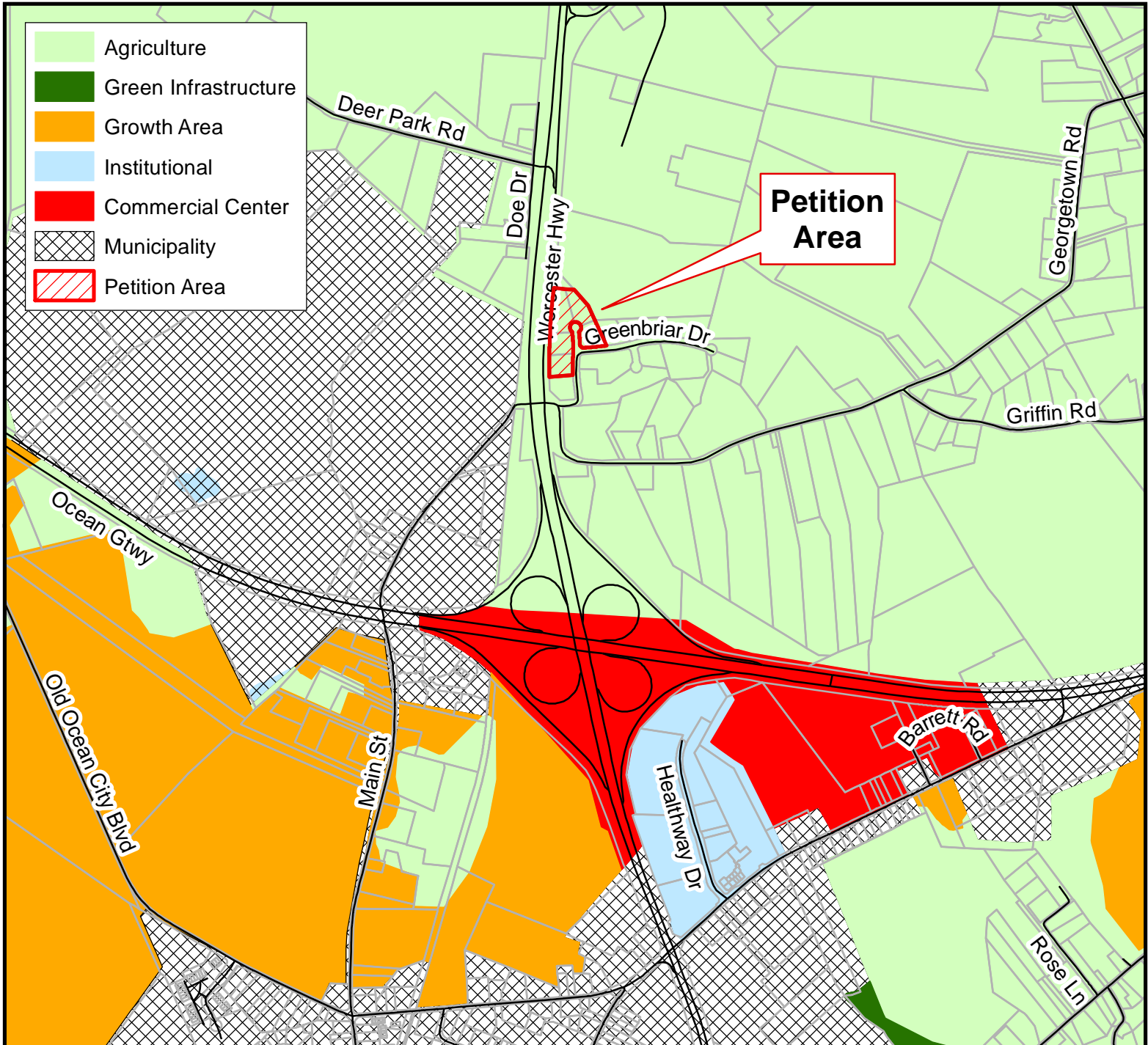
# WORCESTER COUNTY, MARYLAND



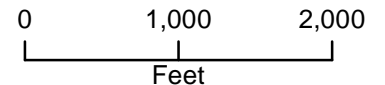
REZONING CASE NO. 442  
C-1 Neighborhood Commercial to C-2 General Commercial  
Tax Map: 20, Parcel 290, Lot 3, 5 and 6



## LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2023



Source: 2006 Official Land Use Map  
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: ML

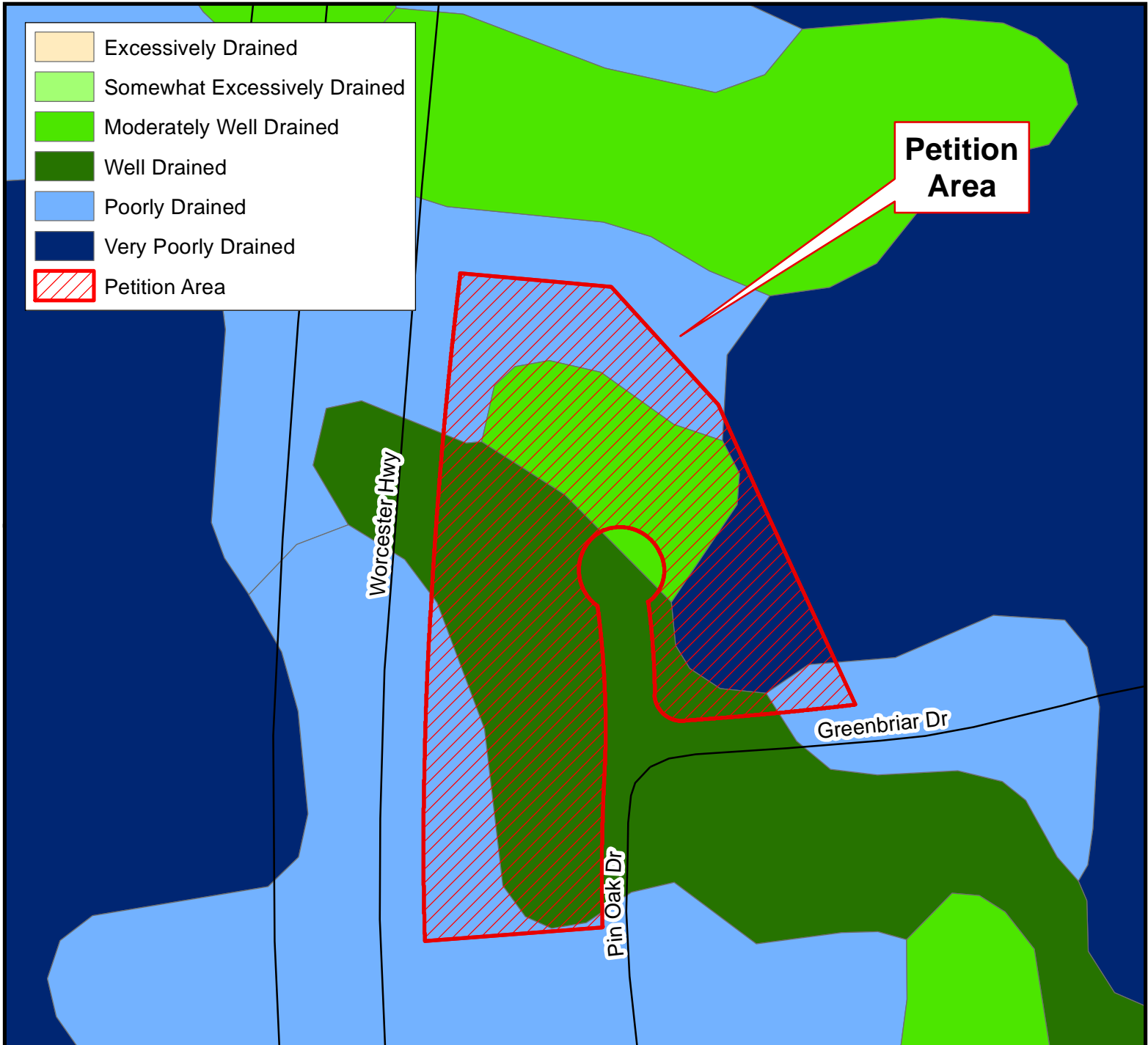
# WORCESTER COUNTY, MARYLAND



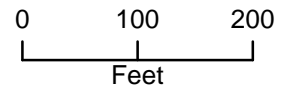
REZONING CASE NO. 442  
C-1 Neighborhood Commercial to C-2 General Commercial  
Tax Map: 20, Parcel 290, Lot 3, 5 and 6



## SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2023



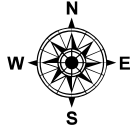
Source: 2007 Soil Survey  
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: ML

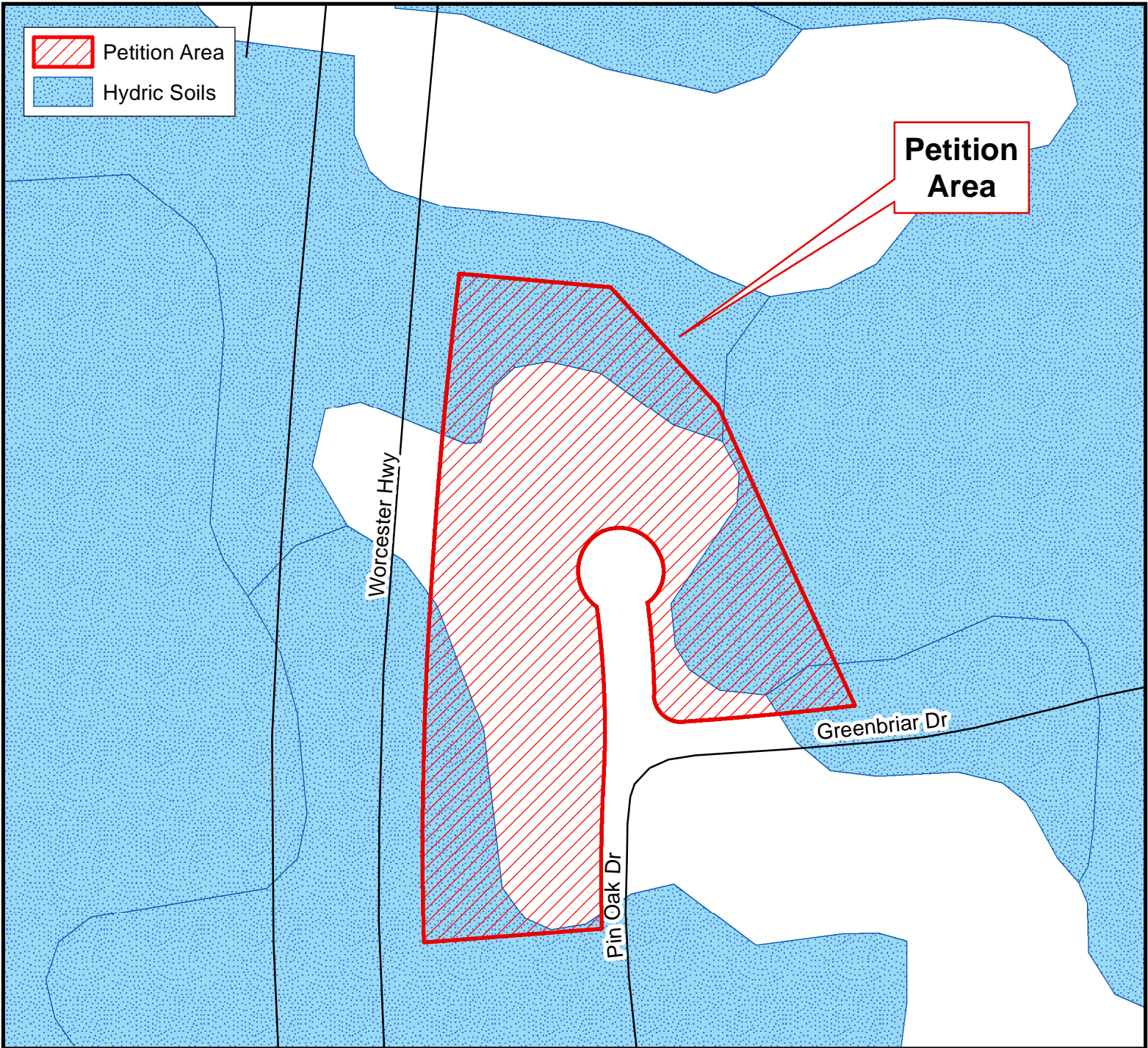
# WORCESTER COUNTY, MARYLAND



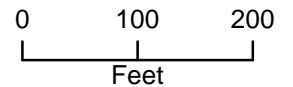
REZONING CASE NO. 442  
C-1 Neighborhood Commercial to C-2 General Commercial  
Tax Map: 20, Parcel 290, Lot 3, 5 and 6



## HYDRIC SOILS MAP



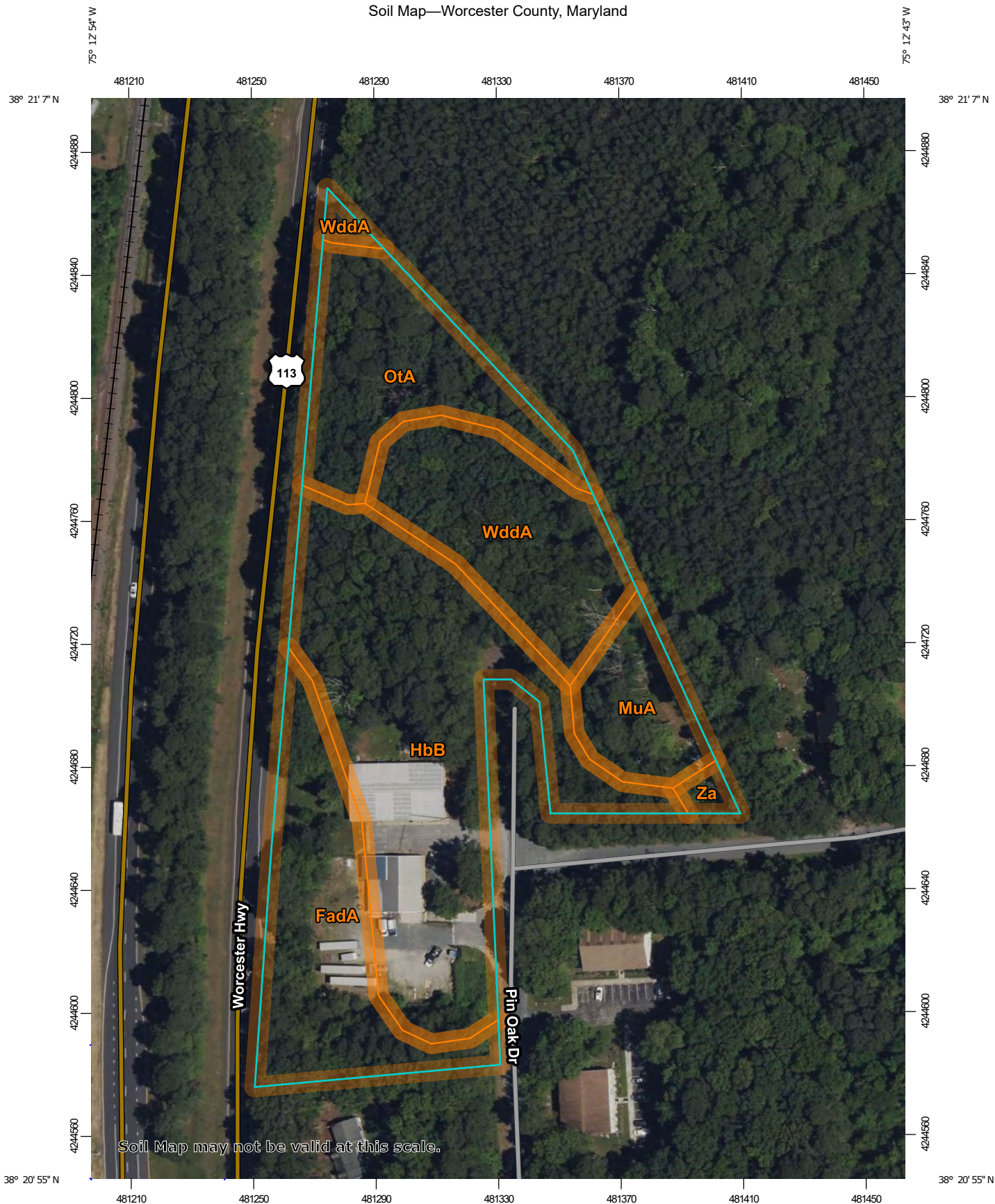
DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division - Prepared June 2023



Source: 2007 Soil Survey  
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: ML

Soil Map—Worcester County, Maryland



Map Scale: 1:1,710 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84




Natural Resources Conservation Service


Web Soil Survey National Cooperative Soil Survey


**MAP LEGEND**

**Area of Interest (AOI)**

 Area of Interest (AOI)




















**Soils**







 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

**Special Point Features**




-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

**MAP INFORMATION**

The soil surveys that comprise your AOI were mapped at 1:12,000.

**Warning:** Soil Map may not be valid at this scale.  
 Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Worcester County, Maryland  
 Survey Area Data: Version 20, Sep 14, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2022—Jul 4, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
FadA	Fallsington sandy loams, 0 to 2 percent slopes, Northern Tidewater Area	1.1	18.7%
HbB	Hambrook sandy loam, 2 to 5 percent slopes	2.3	39.5%
MuA	Mullica-Berryland complex, 0 to 2 percent slopes	0.4	7.5%
OtA	Othello silt loams, 0 to 2 percent slopes, Northern Tidewater Area	0.9	15.5%
WddA	Woodstown sandy loam, 0 to 2 percent slopes, Northern Tidewater Area	1.0	17.8%
Za	Zekiah sandy loam, frequently flooded	0.1	1.0%
<b>Totals for Area of Interest</b>		<b>5.8</b>	<b>100.0%</b>



INSTRUMENT OF DECLARATION ENCUMBERING AND AFFECTING PROPERTY  
DECLARATION OF CONSOLIDATION

This Declaration of Consolidation made this 5th day of FEBRUARY,  
2008, by PIN OAK PROPERTIES, LLC  
mail 10135 Pine Oak Lane, PO Box 985, Berlin, MD 21811 hereinafter  
called Declarant.

WHEREAS, Declarant is the owner of lots 3 and 4 Shown on a plat entitled  
DOUGLYNNE WOODS, SECTION 1, recorded among the Land  
Records of Worcester County, Maryland in Plat Book LIBER WCL 1377, Folio 294 & 296, Deed  
Reference(s) \_\_\_\_\_ and \_\_\_\_\_;  
and M20 P290 L3 & 4

WHEREAS, Declarant desires, pursuant to Section ZS 2-115 of the Zoning and Subdivision  
Control Article, Code of Public Local Laws of Worcester County, Maryland to consolidate the lots  
into one lot for all purposes by eliminating the interior lot line or lines dividing the lots.

NOW THEREFORE, this Declaration of Consolidation witnesseth:

That for good and valuable, but not taxable consideration, the receipt of sufficiency of which  
is hereby acknowledged, Declarant does hereby agree and declare that interior lot lines between the  
aforesaid lots numbered 3 and 4 on the plat entitled DOUGLYNNE WOODS  
SECTION 1 are hereby eliminated and that such lots shall hereafter  
be subdivided and platted as one lot for all legal purposes and shall be redesigned as Lot 3.

The former lots are hereby burdened with a covenant and encumbrance benefiting the  
County Commissioners of Worcester County, that they shall not be conveyed or encumbered  
separately without legally required subdivision approval.

Declarant hereby warrants and guaranteed that all lienholders on the property have signed  
this Declaration signifying their consent and that they are the only lienholders having liens against  
either of said lots and such lienholders join herein for the purpose of subordinating their interests to the  
resubdivision of such parcels.

2008 MAY 21 P 2:31

AS WITNESS WHEREOF, the parties have set their hands and seals all as on the day and  
year first written above.

FILED

STEPHEN W. JAMES  
CLK. CT. CT.  
WOR. CO

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5108, p. 0421, MSA\_CE31\_5282. Date available 05/27/2008. Printed 05/30/2008.

return to DRP

WORCESTER COUNTY CIRCUIT COURT (Land Records) SV/H 5108, p. 0422, MSA\_CE31\_5282. Date available 05/27/2008. Printed 05/30/2023.

WITNESS AS TO DECLARANT(S)

Kelly J. [Signature]

Paul Sens (SEAL)

PAUL SENS (MEMBER) (SEAL)  
DECLARANT(S)

WITNESS AS TO LIENHOLDER(S)

Kelly J. [Signature]

John F. Jarvis, Jr. (SEAL)  
JOHN F. JARVIS, JR. (SEAL)  
LIENHOLDER(S)/TRUSTEE(S)

ACKNOWLEDGMENT - INDIVIDUAL(S)/DECLARANT(S)

State of \_\_\_\_\_

County of \_\_\_\_\_

TAXES FOR WHICH ASSESSMENTS  
HAVE BEEN RECEIVED HAVE BEEN  
PAID AS OF THIS DATE. 5/20/08  
Worcester County Finance Officer  
By: [Signature]  
EXCEPT PERSONAL

IMP FD SURE \$ 20.00  
RECORDING FEE 20.00  
TOTAL 40.00  
Rec# W001 Rcpt # 78557  
SVH 5347 Blk # 2000  
May 21, 2008 02:36 PM

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_  
Declarant(s), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

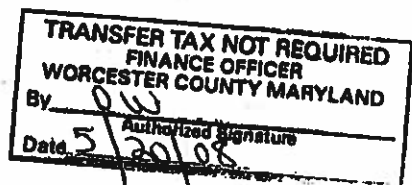


Kelly J. [Signature]  
Commission expires - July 1, 2010

\_\_\_\_\_  
Title of Officer

ACKNOWLEDGMENT - CORPORATION(S)

State of MARYLAND  
County of Worcester



On this 5TH day of FEBRUARY, 2008, before me, the undersigned officer, personally appeared PAUL SENS who acknowledged himself to be the MEMBER of \_\_\_\_\_  
Sens Mechanical, Inc. a corporation, and that as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PAUL SENS

In witness whereof I hereunto set my hand and official seal.

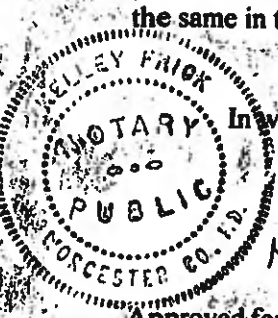
Paul Sens  
MEMBER OF LLC  
Title of Officer

ACKNOWLEDGMENT- LIENHOLDER(S)/TRUSTEE(S)

State of MARYLAND  
County of Worcester

On this 5<sup>th</sup> day of FEBRUARY, 2008, before me, the undersigned officer, personally appeared JOHN JOWIS, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she/they executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Kelley Friok  
My Commission Expires 7/1/10

John F. Jarvis  
Title of Officer

Approved for the purposes of lot consolidation pursuant to Section ZS 2-115 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County by the Department of Development Review and Permitting for the Worcester County Commissioners. To the extent required, this Declaration shall be considered a resubdivision plat.

Richard L. Wells Robert J. Mitchell  
Environmental Programs Administrator  
Director

5/20/08  
Date

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Worcester County

5-20-08 *Stamp Represents Receipt of Encls only*  
By \_\_\_\_\_ Date

MAY 21 2008 The foregoing instrument  
filed for record and is accordingly recorded  
among the land records of Worcester County,  
Maryland.  
Alexander Polan Clerk

Revised 1/2/02

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5108, p. 0423, MSA\_CE31\_5282, Date available 05/27/2008. Printed 05/30/2023.



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:** Matt Laick, Deputy Director, DDRP

**From:** Robert J. Mitchell  
Director, Environmental Programs

**Subject:** **EP Staff Comments on Rezoning Case No. 442**  
Worcester County Tax Map 20, Parcel 290, Lots 3, 5, 6  
Reclassify approximately 5.5 Acres of C-1 Neighborhood Commercial District to  
C-2 General Commercial District

**Date:** 7/21/23

---

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section §ZS 1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that there was a mistake in the last Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009. The Code requires that the Commissioners find that the proposed “change in zoning” would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. This property has an Agricultural land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*), as do properties to the west and south. This district is reserved for farming, forestry, and related industries with minimal residential and other compatible uses permitted. It is expected that residential and other conflicting land uses although permitted, are discouraged within this district. The surrounding zoning and land uses for the most part have corresponded with their land use designations in the *Comprehensive Plan*.
2. The existing properties are not connected to public sewer and/or water at this time. The subject properties have a designation for a Sewer Service Planning Category of S-6/W-6 (No planned service) in the *Master Water and Sewerage Plan*. Our well and septic records indicate a septic tank served the existing contracting building with a corresponding potable well. There are no plans we are aware of that would provide these properties with public water and sewer services.
3. This proposed rezoning is located outside of the Atlantic Coastal Bays Critical Area (ACBCA) and Chesapeake Bay Critical Area (CBCA); therefore, is subject to the Forest Conservation Law. The parcel included in the proposed rezoning has an approved Forest Stand Delineation as of March 2023. A change from the C-1 (Neighborhood District) to C-2 (General Commercial District) will not change the afforestation/reforestation thresholds when/if the property is further developed to the point that compliance with the Forest Conservation law is required. The property has obtained a FSD (Forest Stand Delineation) approval and is working on their FCP (Forest Conservation Plan).

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

**From:** Aws Ezzat <[AEzzat@mdot.maryland.gov](mailto:AEzzat@mdot.maryland.gov)>  
**Sent:** Tuesday, June 20, 2023 2:14 PM  
**To:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Subject:** Re: Rezoning Case #442

Hello April,

After a review of Rezoning Case #442, MDOT SHA has no objection to the rezoning as proposed. If this parcel is proposed to be developed in the future, the proposed development will require review and approval from District 1 Access Management and need to obtain permitting, as necessary.

As reflected in our aforementioned comments, MDOT SHA has no objections to the proposed rezoning as determined by Worcester County. I would highly appreciate if you can copy/inform me in the future for any rezoning submissions.

Thank you,



Aws Ezzat, P.E.  
**Regional Engineer, Access Management**  
District 1  
660 West Road  
Salisbury, MD 21801  
[AEzzat@mdot.maryland.gov](mailto:AEzzat@mdot.maryland.gov)  
(410) 677-4048 (office)

MEMORANDUM

TO: Robert Mitchell, Director, Worcester County Environmental Programs  
 Billy Birch, Director, Worcester County Emergency Services  
 Matthew Crisafulli, Sheriff, Worcester County Sheriff’s Office  
 Dallas Baker, P.E., Director, Worcester County Public Works Department  
 Chris Classing, P.E., Deputy Director, Worcester County Public Works Department  
 Kevin Lynch, Roads Superintendent, Worcester County Public Works Department  
 Matt Owens, Fire Marshal, Worcester County Fire Marshal’s Office  
 Melanie Pursel, Director of Tourism & Economic Development  
 Louis H. Taylor, Superintendent, Worcester County Board of Education  
 Aws Ezzat, Regional Engineer, Access Management, Maryland State Highway Administration  
 Daniel Wilson, Assistant District Engineer - Traffic, Maryland State Highway Administration  
 Lt. Earl W. Starner, Commander, Barracks V, Maryland State Police  
 Rebecca L. Jones, Health Officer, Worcester County Health Department  
 Will Dyer, Executive Secretary, Maryland Forest Service  
 Garth McCabe, District Conservationist, Worcester County NRCS  
 Steve Grunewald, Chief, Ocean Pines Fire Department  
 Robert Rhode, Chief, Berlin Fire Department

FROM: Matthew Laick, Deputy Director

DATE: June 13, 2023

RE: Rezoning Case No. 442 – Pin Oak Properties LLC, Property Owners and Hugh Cropper, IV,  
 Attorney – 10135 PIN OAK DR., Berlin, MD (located on the east side of US Route 113  
 approximately 2,600 feet north of US 50)

\*\*\*\*\*

This application seeks to rezone approximately 5.5 acres of land shown on Tax Map 20, Parcel 290, Lots 3,5 & 6 from C-1 Neighborhood Commercial District to C-2 General Commercial District.

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

The applicant is alleging a **mistake was made during the 2009 Comprehensive Rezoning** as the justification for the proposed rezoning from C-1 Neighborhood Commercial District to C-2 General Commercial District. The Planning Commission must consider if: There was a mistake made in assigning the property a C-1 District zoning classification in 2009 at the time of the last Comprehensive Rezoning.

**By Friday, July 21, 2023**, the Planning Commission is requesting any comments, thoughts or insights that you or your designee might offer with regard to past and present conditions in the delineated neighborhood, as well as the effect that this application and potential subsequent development of the site under the proposed zoning classification may have on plans, facilities, or services for which your agency is responsible. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, and that your agency has or will have adequate facilities and resources to serve the property and its potential land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

### **General Zoning Information:**

**The purpose and intent of the C-1 Neighborhood Commercial District** is provide for convenient commercial areas strategically based to serve the day-to-day shopping and service needs of the local neighborhood. Designed to serve populations of one thousand or more within an approximate five- to ten-minute travel time, this district shall be limited to small-scale commercial operations of far less intensity than those provided for in the C-2 General Commercial District and C-3 Highway Commercial District. For a complete list, please use the following link: <https://ecode360.com/14019654>

**The purpose and intent of the C-2 General Commercial District** is to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. Consequently, design standards and careful attention to signage, landscaping, perimeter buffers, site layout and architectural design are imperative. Commercial structures and uses must be compatible with the community and the County's character. Strip commercial forms of development are strongly discouraged. For a complete list, please use the following link: <https://ecode360.com/14019708>

If you have any questions or require further information, please do not hesitate to reach me by phone at (410) 632-1200, ext. 1613 or via email at [mLaick@co.worcester.md.us](mailto:mLaick@co.worcester.md.us). On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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

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

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer  
From: Jennifer K. Keener, AICP, Director  
Date: September 11, 2023  
Re: County Commissioners' Findings of Fact - Rezoning Case No. 440 – Nicholas & Virginia  
Borodulia, Applicants, Hugh Cropper, IV, Esquire attorney

.....

Attached please find the County Commissioners' Findings of Fact relative to the above referenced rezoning case based upon the public hearing on September 5, 2023. Once the County Commissioners adopt and execute these Findings, please forward the signed copy to me so that we may notify the appropriate parties.

Should you have any questions or require additional information, please do not hesitate to contact me.



IN THE MATTER OF \*  
 \*  
 THE REZONING APPLICATION OF \*  
 \* REZONING CASE NO. 440  
 NICHOLAS & VIRGINA BORODULIA \*  
 \*

\*\*\*\*\*  
**FINDINGS OF FACT**

During a public hearing held on September 5, 2023, the Worcester County Commissioners considered Rezoning Case No. 440. The case requested the rezoning of a parcel of land totaling 8.905 acres located on the northwest side of Jarvis Road, approximately 175 feet north of Bunting Road and 400 feet east of US Route 113 (Worcester Highway) in Bishopville, from A-1 Agricultural District to A-2 Agricultural District.

The record of the Planning Commission’s deliberations and the staff file were incorporated into evidence at the hearing as Planning Commission’s Exhibit No. 1. A presentation was made on behalf of the applicant by Hugh Cropper, IV, Esquire<sup>1</sup>. In attendance on behalf of the application were the property owner, Nicholas Borodulia (“Applicant”) and Frank G. Lynch, Jr., professional land surveyor. Testifying as an interested party was Matthew Lose, adjoining property owner of Lot 2. Testifying as a concerned citizen was Kathy Phillips.

At the conclusion of the Applicant’s case, the Worcester County Commissioners discussed the matter, and Commissioner Bunting made a motion, seconded by Commissioner Fiori, to retain the current A-1 Agricultural District zoning. The motion was passed by a vote of five to two, with Commissioners Mitrecic and Purnell in opposition.

The Commissioners adopt the following Findings of Fact:

The Worcester County Commissioners find that the Applicant’s basis for a mistake in the current zoning classification was based on the unsuitability of the petitioned area to support the main primary uses allowed in the A-1 District: agricultural production and single-family dwellings. First, Applicant’s counsel argued that the petitioned area consisted of poor farmland due to the soils type and shape of the lot. Second, he argued that the use of the existing dwelling was not suitable due to the proximity to the heavy industrial zoning on the opposite side of the now-dualized highway.

<sup>1</sup> The following exhibits were submitted as part of the Applicant’s testimony: Exhibit No. 1 – Page ZS1:II:1 of the Zoning and Subdivision Control Article; Exhibit No. 2 – State Department of Assessments and Taxation real property sheet for the petitioned area; Exhibit No. 3 – combined copy of Tax Maps 9 and 15; and Exhibit No. 4 – subdivision plat for the petitioned area.

The Worcester County Commissioners find that the testimony provided does not support this argument. The highway dualization, proximity to the heavy industrial zoning and uses, and the use of the petitioned area for agricultural production and a single-family dwelling were all established uses at the time of the comprehensive rezoning in 2009. Commissioner Bunting recognized that the soil maps provided in the staff report illustrate that most of the soil is moderately well drained, with minor areas of hydric soil. Mr. Robert Mitchell on behalf of the County's Department of Environmental Programs testified that the petitioned area was congruently tilled with the adjoining lots despite the shape of the petitioned area, and that prior converted wetlands have been farmed in wetter areas of the county. Commissioner Fiori noted that lands on at least three sides of the petitioned area were also in agricultural production; he noted that it was hard to find an inconsistency in the existing zoning designation.

Applicant's counsel opined that because roadside stands, garden centers, agritourism facilities and other similar uses are a more appropriate use of this property, a rezoning to the A-2 Agricultural District is appropriate. Based upon the testimony provided by Mrs. Keener representing the County's Department of Development, Review and Permitting, the Worcester County Commissioners find that, because these uses are already provided for in the A-1 Agricultural District with the same lot requirements as the A-2 Agricultural District, the Applicant is not deprived of the economically viable use of the property.

Because the rezoning is not approved, the Worcester County Commissioners do not make specific findings of fact related to population change, availability of public facilities, past and future transportation patterns, compatibility with existing and proposed development and existing environmental conditions for the area, the recommendation of the Planning Commission, and compatibility with the County's Comprehensive Plan.

For purposes of the motion to deny the rezoning, the Worcester County Commissioners do not accept the Findings made by the Planning Commission. The Worcester County Commissioners find that there was not a mistake of fact leading to the existing zoning of the petitioned area because the prevailing uses and conditions of the property at the time of the comprehensive rezoning in 2009 and at the time of this request, including a single-family dwelling and agricultural production, were consistent with the permitted uses in the current A-1 Agricultural District.

Even if the findings of the Planning Commission or assertions of the Applicant are accepted, the appropriate zoning for the petitioned area is A-1 Agricultural District for the reasons stated above. There is a strong presumption of the validity of the current zoning. The Worcester County Commissioners find that the Applicant did not meet the burden of proof showing a mistake of fact to warrant a change in zoning, particularly in view of the congruent land uses in the immediate vicinity of the subject property, and the similarity to and flexibility allowed under the current zoning designation.

Adopted as of September 5, 2023. Reduced to writing and signed \_\_\_\_\_, 2023.

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: Weston S. Young, Chief Administrative Officer  
From: Jennifer K. Keener, AICP, Director  
Date: September 11, 2023  
RE: Request to Schedule Public Hearing – Snow Solar Project

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with a Step I Concept Plan for a utility scale solar energy system identified as the Snow Solar Project. A draft public hearing notice is attached.

The application was submitted by Chaberton Solar Snow, LLC on the lands of Charles Waite, III, seeking approval for a Step I Concept Plan on property located on the northwesterly side of Timmons Road, east of Worcester Highway (US Route 113). The property is shown on Worcester County Tax Map 56 as Parcel 10. The proposed utility scale solar energy system consists of approximately 7.54-megawatt (DC) output on 28.9 acres.

This project was reviewed by the Planning Commission at their meeting on Thursday, August 3, 2023 and given a favorable recommendation. Kristen Tremblay, AICP, Zoning Administrator, has prepared the attached written findings of fact and recommendation. Please advise our department at your earliest convenience as to the public hearing date so that we can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

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

#### Attachment

cc: Kristen Tremblay, Zoning Administrator  
Matthew Laick, Deputy Director  
Roscoe Leslie, County Attorney

**NOTICE OF  
PUBLIC HEARING  
FOR  
UTILITY SCALE SOLAR ENERGY SYSTEM  
IN WORCESTER COUNTY, MARYLAND**

**SNOW SOLAR PROJECT  
NORTHWEST SIDE OF TIMMONS ROAD  
EAST OF US ROUTE 113**

Pursuant to Sections 1-114 and 1-344 of the Worcester County Zoning Ordinance, an application has been filed by Chaberton Solar Snow, LLC on the lands of Charles Waite, III, for a utility scale solar energy system Step I Concept Plan approval on property located on the northwest side of Timmons Road, east of US Route 113, designated on Tax Map 56 as Parcel 10 in the Second Tax District of Worcester County, Maryland. The proposed project is anticipated to produce approximately 7.54 megawatts (DC) output on 28.9 acres of the this 103.82 acre property. The Planning Commission has given a favorable recommendation to the Step I application.

Pursuant to Sections 1-114 and 1-344 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

**PUBLIC HEARING**  
on  
**TUESDAY,**  
**AT**  
IN THE COUNTY COMMISSIONERS' MEETING ROOM  
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101  
ONE WEST MARKET STREET  
SNOW HILL, MARYLAND 21863

At said public hearing, the County Commissioners will consider the utility scale solar energy system and the recommendation of the Planning Commission, any proposed restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being developed, and the advisability of reserving the power and authority to approve or disapprove the design of the building, construction, landscaping or other improvements, alterations, and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

A map of the proposed area, the staff file on the utility scale solar energy system application and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at [www.co.worcester.md.us](http://www.co.worcester.md.us).

THE WORCESTER COUNTY COMMISSIONERS

**WORCESTER COUNTY**  
**PLANNING COMMISSION**

**FINDINGS OF FACT**

**AND**

**RECOMMENDATION**

**SNOW SOLAR (WAITE) PROJECT**

**STEP I**

August 25, 2023

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	b,	The Technical Review Committee Report, including the comments of Individual Committee members, the Applicant's written narrative, and §ZS 1-344	

## I. GENERAL INFORMATION:

**Date of Planning Commission Review:** August 3, 2023

**Date of TRC Review:** July 12, 2023

**Approval requested:** Step I Concept Plan Approval – Utility Solar Energy System (Snow Solar)

**Project Description:** Proposed construction of a four (4) Megawatt (AC) solar photovoltaic power generation facility.

**Location:** 6217 Timmons Road, Snow Hill, Tax Map 56, Parcel 10, Tax District 2.

**Applicant:** Chaberton Snow Solar (Chaberton)  
1700 Rockville Pike, Suite 305  
Rockville, MD 20852

**Consultant:** ARM Group, LLC  
1129 West Governor Road  
Hershey, PA 17033

**Owner:** Charles Waite, III  
6217 Timmons Road  
Snow Hill, MD 21863

**Existing Conditions:** The subject parcel consists of 103.82 acres of land and is currently maintained under agricultural production with several agricultural outbuildings and a residence located near the center of the property.

**Proposed Project:** According to the Step I concept plan narrative submitted by the applicant, the proposed solar facility will consist of four (4) megawatts (MW) AC (or the approximate equivalent of two (2) MW direct current (DC)) located on a parcel consisting of approximately 103.82 acres. The property is subject to the Forest Conservation Law; the applicants are proposing to retain 5.77 acres of land in conservation as shown on Sheet #5 of the site plan.

Utility scale solar energy facilities are permitted by right in the ‘A-1’ Agricultural Zoning District subject to County Commissioner review and approval under a two-step process. The County Commissioners may determine the applicable setbacks for the project, which are currently proposed at 50’ from perimeter property lines with a proposed landscape buffer on all sides of the project, either in the form of existing vegetation or evergreen landscaping in one (1)



six (6) foot-wide row of Arborvitae or ‘approved equivalent.’ An additional row of landscaping is proposed in the areas where the facility would be seen from the adjacent residence to the north. ‘Wildlife’ fencing is proposed at a height of seven (7) feet tall and will have one (1) double swing access gate.

## **II. FINDINGS AND RECOMMENDATIONS OF THE PLANNING COMMISSION:**

- 1. A sketch plan at a readable scale with contours shown at two-foot intervals, all existing and man-made features, existing zoning, a vicinity map, flood zone designation, and the boundary of the Chesapeake or Atlantic Coastal Bays Critical Area and designation if applicable.**

The property is currently zoned A-1 Agricultural District and is not located in a flood zone as illustrated on sheet #2. The property is located approximately 3,200 feet east of Timmons Road and approximately 1000 feet south of Worcester Highway and is currently improved with a single-family dwelling and various residential and agricultural outbuildings. The applicant has also provided a sketch plan that identifies the existing site features, including elevation contours. Existing agricultural ditches are shown on the plan, as well as all existing structures which are part of the farm building group and the principal residence. Approximately 74.66 acres of the 103.82 acres of the property will remain in agricultural production. This property is not located within the Chesapeake or Atlantic Coastal Bays Critical Area and is therefore subject to the Forest Conservation Law.

- 2. A preliminary designation of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, and a forest stand delineation showing any existing significant trees.**

The topography of the site is generally flat and there are several unnamed intermittent streams dissecting the southeastern portion of the parcel (to unnamed tributaries for Campground Branch). A setback of a minimum of 50 feet from the stream is proposed. No agricultural ditches are proposed be impacted by this project within the project area.

An aquatic resource investigation and Forest Stand Delineation were conducted by ARM Group LLC on May 10, 2023. The applicants claim in the Environmental Review Document that the site does not contain significant environmental or cultural resource impacts and that there are no existing forested areas on or near the proposed limits of development. Further, they state that the property contains several unnamed intermittent streams which are unnamed tributaries to Campground Branch. The site does not contain a Tier II waterbody or catchment area.

According to the applicants, communications with the Maryland Department of Natural Resources included that there are no state or federal records for rare, threatened or endangered species at the site. There is a notation however on Sheet #5 that states the following: “The United States Fish and Wildlife Service information for planning and consultation generated on June 2, 2023 revealing there are no federal records for threatened or endangered species at the project side and there are no specific requirements pertaining to protective measures. Critical Habitat is not present. However the Monarch butterfly, a candidate species, was identified and measures for conservation of species should be considered.” It is recommended that this be accounted for during the site plan review step. The applicants are proposing meadow-type grasses which may provide suitable habitat for Monarchs. Communications with the Maryland Historical Trust also indicated that there are no historic properties in the area of potential effect.

The Environmental Review Document also states that a review of the U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory Maps was conducted. Wetlands on the site have been identified, the constraints map has avoided these areas for solar design and appropriate setbacks and buffers have been located. Based on the preliminary site plan and the proposed array layout, these features will be avoided and not disturbed, and delineated wetlands were buffered a minimum of twenty-five feet. Further, the applicants state in the Environmental Review Document that the USFWS also found that there are no critical habitats within the project area.

A combined forest stand delineation and preliminary/final forest conservation plan has been submitted as seen on sheet #5 of the site plan package. Sheet #5 indicates that there were no forest stands or specimen trees present within the project area. Approval by Environmental Programs for Forest Conservation will be required prior to signature approval of the Step I and Step II plan.

- 3. A preliminary delineation of the area proposed to be disturbed by the construction of the solar energy system and a schematic plan generally identifying the existing and proposed drainage patterns for the site and potential stormwater management treatment measures.**

According to the narrative provided, the project site has been designed in accordance with Maryland Department of the Environment (MDE) Stormwater requirements and guidelines for water quality and quantity through Environmentally Sensitive Design (ESD) techniques and Best Management Practices (BMP's). The narrative further states: “Due to the proposed stormwater management, which includes utilization of infiltration berms, non-rooftop disconnection and replacing the existing agricultural, farm field land cover with native meadow cover, as well as the minimization of site grading and lack of alteration to existing

drainage patters, the required MDE stormwater requirements and ESD have been conservatively achieved.” Stormwater Management is reviewed by Environmental Programs and will need Stormwater Concept Plan approval prior to the Technical Review Committee as a major site plan review. Additionally, the Department of Environmental Programs states that “All projects over one acre shall be required to file for a General Permit/Notice of Intent (NOI) for construction activity through Maryland Department of Environment. This is mandated through the Environmental Protection Agency’s (EPA) National Pollutant Discharge Elimination System (NPDES). Any permits to be issued by Worcester County for disturbance that exceeds one acre will not be issued without NOI authorization being obtained prior to.”

The Fire Marshal in its Technical Review Committee (TRC) comments indicated that a ‘clear area of 10 feet around ground-mounted photovoltaic installations’ will need to be provided as well as ‘fencing, skirting or other suitable security barriers’ and that coordination with the Snow Hill Volunteer Fire Company regarding the ‘Knox Box’ will be required.

**4. A written narrative outlining the need and benefits of the proposed facility, the anticipated life of the facility, and proposed measures and financial sureties for decommissioning the facility at the end of its useful life.**

The applicants have provided narrative which states that “the project site provides an ideal location to accommodate a 4.0 MW AC solar energy system that will generate 9,994 MWh per year and will support approximately 1,000 households at 10,000 kWh per year and displace 7,807 tons of carbon dioxide (CO<sub>2</sub>) emissions. By increasing the share of renewable energy in Maryland’s energy mix, the project aligns with the State’s goal of reaching 50% renewable energy by the year 2030. Additionally, the tax revenue yield for a project of this size any type will also support critical County and State tax funded programs that are often in desperate need of additional resources. The anticipated useful life of the facility is a minimum of 25 years, which is consistent with the primary components, solar modules, and racking systems of the solar energy system.” It is anticipated by the applicants that the facility has an estimated useful life of at least 30 years with an opportunity for extension depending on equipment replacements or refurbishments.

The applicant has provided a draft decommissioning plan which is attached. In general, the applicants are proposing to recycle all materials and components that are capable of such, and the remainder will be transported to a landfill. According to the narrative, “decommissioning costs will be secured via a decommissioning bond payable to Worcester County to ensure that decommissioning costs are not borne by the County and or State of Maryland at the end of the useful life of the project. The performance and financial assurance guarantees may be comprised of, but not limited to, one or more of the following: a corporate

guarantee, a surety bond, a suitable insurance policy or an irrevocable letter of credit. The financial guarantee will be in place prior to the commercial operation of the project.” A decommissioning cost estimate has also been provided. Estimates for decommissioning at todays rates of salvage is listed as \$355,405 and provides a modest inflation value after 20 years of operation in which it is estimated that the cost of decommissioning would be \$582,372.

- 5. An operations and maintenance plan which includes measures to limit unauthorized access to the facility and minimize environmental impacts from cleaning and maintaining the facility, general operational parameters, and emergency operations and shutdown procedures.**

An ‘Operations and Maintenance Plan’ has been provided with submission materials and is attached. According to the plan, there are ‘minimal moving parts’ and thus ‘maintenance requirements are limited.’

Access to the site is via a proposed entrance at the corner of Blake Road and Timmons Road. The County Roads Division is responsible for the review and approval of this entrance and will need to be added to plans prior to site plan review.

The site plan states that a seven (7) foot tall wildlife (a.k.a. woven wire) fence with an access gate will be installed around the perimeter of the project to prevent unauthorized access. Cleaning or maintenance of the panels and landscaping will occur as needed. Remote, automated alarms will alert the system operators in the event of malfunction to be conducted by a ‘Supervisory Control and Data Acquisition’ (SCADA) system.

The narrative states that Chaberton Snow Solar will “develop and implement an Emergency Response Plan for the project.” Further, the narrative indicates that “all employees working on the project during operations will be trained in emergency and shutdown procedures. Signs will be clearly marked at the Project Site for emergency vehicle ingress and egress. Chaberton Solar Snow will facilitate training for emergency service providers related to the specific hazards of the Project and will maintain up-to-date contact information for emergency service providers.”

- 6. A description of the type, size, amount, height and area occupied by the various components of the solar energy system and conceptual elevation drawings of any proposed buildings.**

According to the narrative provided, the project is comprised of approximately four (4) Megawatts (MW- AC) of single-axis tracking photovoltaic panels and will encompass approximately 28.9 acres of the total parcel (103.8 acres). The project will consist of approximately 12,825 solar modules on a solar tracking system, with associated solar module racking systems, 36 direct current (DC) to alternating current (AC) electrical inverters, two (2) medium step-up transformers and associated electrical equipment. The panels are expected to reach a total height of 13 feet above finished grade while at full tilt and between 6-8 feet in height at its neutral, flat, position. Medium voltage distribution lines are proposed to run to the South and West of the project to interconnect with the Delmarva power grid along Timmons Road.

Interconnection to the electric distribution grid will occur through Delmarva's existing 24.9 kV circuit located 2.6 miles from the utility's substation. The space between rows will be determined during final design, but at a minimum will be equal to or greater than the panels horizontal width in order to meet Maryland Department of the Environment Stormwater Guidelines according to the Environmental Review Document.

The project will be utilizing the existing access road (Blake Road with a right-of-way measuring 30 feet in width) running adjacent to the train tracks leading to the transformer equipment pads. Internal to the fence, a grassy open area will be maintained for infrequent maintenance access to the modules and inverters. The Environmental Review Document indicates that the site will be planted and maintained in low-cover grass in accordance with site plans and designs to be approved by the Soil Conservation District office and will 'mimic a meadow site in good condition under the post-development scenario.'

No permanent buildings after construction are proposed. Additional building permits will be required for any construction trailers.

**7. Where potable water and wastewater treatment is required, a preliminary feasibility analysis of wastewater disposal capabilities and potable water production.**

No potable water or wastewater treatment is required as part of this project.

**8. Such other information as the Technical Review Committee, Planning Commission or County Commissioners may reasonably require to fully evaluate the proposal.**

No additional information has been requested at this time that cannot be provided as part of the major site plan review stage with the Technical Review Committee and subsequent Planning Commission meeting. The Environmental Review Document required as part of the

State's Public Service Commission Certificate of Public Convenience and Necessity has been provided to the County which provides additional details regarding the project.

No lighting is proposed for the project except maintenance lights around the transformer and electrical equipment to be used only when maintenance is required.

### **Additional Comments:**

1. Please address any outstanding Technical Review Committee comments prior to major site plan submission including information on landscaping.

### **III. THE RECOMMENDATION OF THE PLANNING COMMISSION**

The Planning Commission finds that the area in which the subject property is located is within an agricultural zoning district, which allows for utility scale solar systems as a permitted use. Adequate setbacks have been proposed, as well as landscape screening of the perimeter property lines with an additional row of evergreen trees for an adjacent residence. Additionally, the proposed project as submitted complies with the regulations as set forth in §ZS 1-344 relative to utility scale solar systems. The Planning Commission concludes that there will be no adverse impacts on surrounding properties or County services as a result of the proposed development.

The Planning Commission also finds that if there are no substantive changes to the overall plans as a result of the Worcester County Commissioners approval of the Step I Concept Plan, then the favorable recommendation granted by the Planning Commission at the Step I level will also constitute a conditional Step II site plan approval.

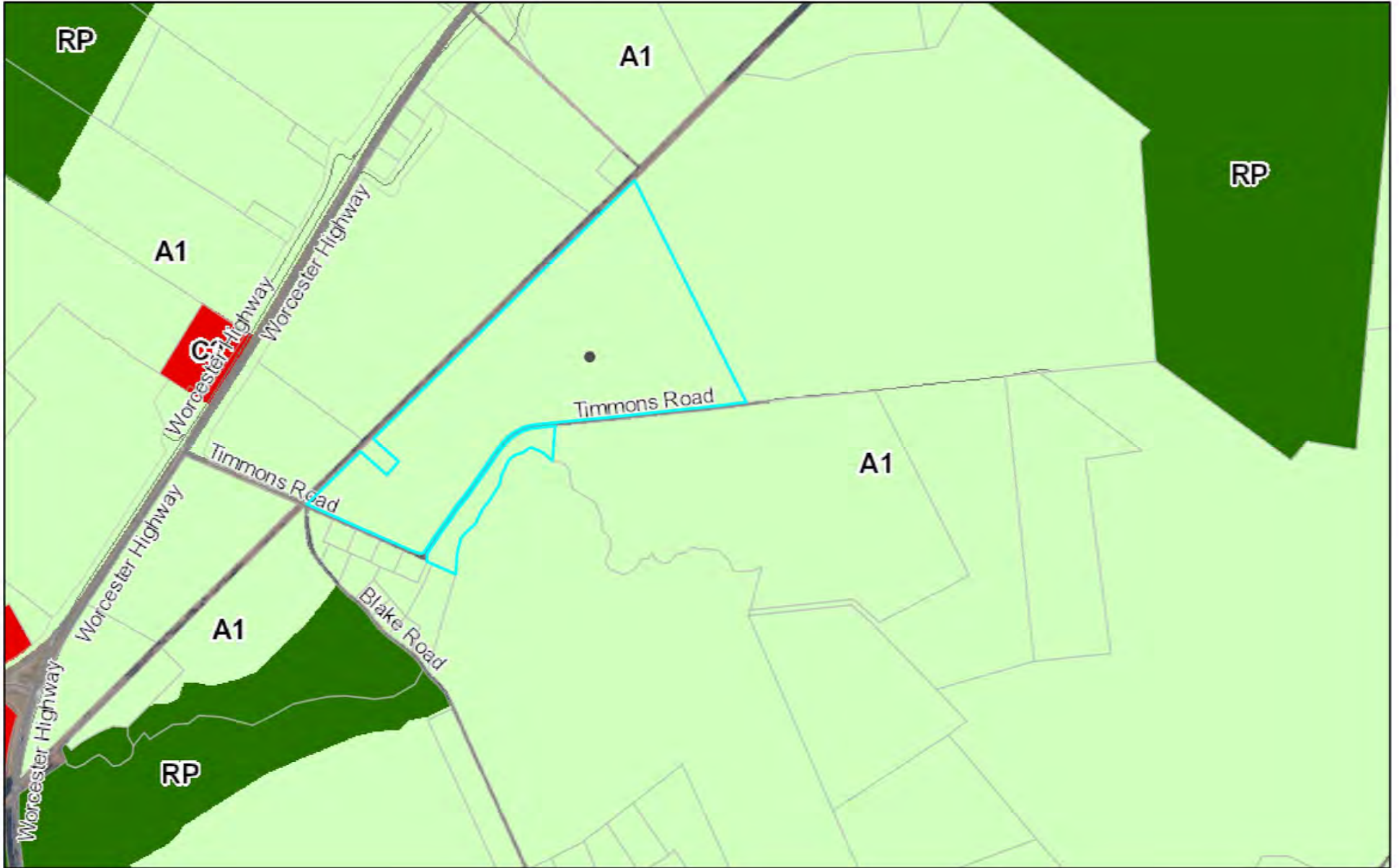
Therefore, based upon its review, the Planning Commission favorably recommends that the request for establishment of the utility scale solar energy system project for Snow Solar be approved, subject to the additional comments provided by the Technical Review Committee.

### **IV. ATTACHMENTS**

1. Zoning Map.
2. The Technical Review Committee Report, including the comments of Individual Committee members, the applicant's written narrative, and §ZS 1-344 of the Zoning and Subdivision Control Article are attached.

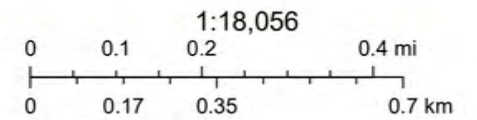
# Zoning Map - 6217 Timmons Road

# ITEM 12



8/28/2023, 2:05:23 PM

- |                   |                          |                               |                          |
|-------------------|--------------------------|-------------------------------|--------------------------|
| Centerlines       | CA - Commercial Airport  | R1 - Rural Residential        | R4 - General Residential |
| Zoning            | RP - Resource Protection | R2 - Suburban Residential     | I1 - Light Industrial    |
| A1 - Agricultural | E1 - Estate              | R3 - Multi-family Residential | I2 - Heavy Industrial    |
| A2 - Agricultural |                          |                               |                          |





# ARM Group LLC

Engineers and Scientists

June 16, 2023

Technical Review Committee  
Worcester County  
1 W. Market Street, Rm. 1201  
Snow Hill, MD 21863

Re: Concept Plan Submission  
Snow 4.0 MW AC Solar Project  
Worcester County, MD  
ARM Project No. 23010393

Dear Technical Review Committee:

On behalf of Chaberton Solar Snow LLC (Chaberton), ARM Group LLC (ARM) is hereby submitting this concept plan submission package to the Technical Review Committee (TRC), Planning Commission and County Commissioners of Worcester County, Maryland for review and concept plan approval.

The proposed Snow 4.0 MW AC Solar Project consists of the development of a utility scale solar energy system located at 6217 Timmons Road, Snow Hill, MD.

In accordance with the TRC concept plan submittal requirements and correspondence with Worcester County on 6/15/23, ARM is hereby submitting ten (10) hard copies of the following documents for review and approval:

- Concept Plan Application
- Stormwater Management Concept Plan Checklist
- Project Narrative
  - Decommissioning Plan
  - Operations and Maintenance (O&M) Plan
- Concept Plan Set, dated 6/16/2023 (attached separately)

Per correspondence with Worcester County, a check was not required at the time of the concept plan submission and the fee amount will be determined following submission and review of the application package.

---

PRECISE. RESPONSIVE. SOLUTIONS.

1129 West Governor Road, P.O. Box 797, Hershey, PA 17033-0797



Your timely review and consideration of this submittal will be appreciated, and we look forward to your expedited approval. If you have any questions or comments, or require any additional information to support, clarify, or simplify your review, please do not hesitate to contact me via email at [areese@armgroup.net](mailto:areese@armgroup.net) or phone at (717) 508-0574.

Sincerely,

ARM Group LLC



Andrew J. Reese  
Renewable Energy Practice Area Leader

cc: Chaberton

A R M G r o u p L L C



Worcester County, Maryland  
One West Market Street  
Room 1201, Government Center  
Snow Hill, MD 21863-1070  
(410) 632-1200



OFFICE USE ONLY:

Date Filed: \_\_\_\_\_  
Meeting Date: \_\_\_\_\_

**APPLICATION TO THE DEPARTMENT – DRP, TECHNICAL REVIEW COMMITTEE,  
AND/OR PLANNING COMMISSION**

**APPLICATION BEING MADE FOR:**

- |   |   |
|---|---|
| <input type="checkbox"/> Administrative Waiver        | <input checked="" type="checkbox"/> Sketch Plan |
| <input type="checkbox"/> Minor Site Plan/ Subdivision | <input type="checkbox"/> Preliminary Plat       |
| <input type="checkbox"/> Major Site Plan              | <input type="checkbox"/> Construction Plans     |
| <input type="checkbox"/> Site Plan Revision           | <input type="checkbox"/> Final Plat             |


**TO THE DEPARTMENT – DRP, TECHNICAL REVIEW COMMITTEE, AND/OR  
PLANNING COMMISSION:**

A request is hereby made for: TRC, Planning Commission, County Commissioners of Worcester County, Maryland, for review and concept plan approval as outlined in the requirements of utility scale solar energy system under Ordinance Subsection ZS 1-344(d)(3)A.

**LOCATION OF PROPERTY:**

Tax Map: 0056 Parcel: 0010 Section: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_  
Physical Address: 6217 Timmons Road Snow Hill, MD 21863

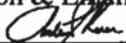
**PROPERTY OWNER INFORMATION:**

Owner's Name: Charles Waite III Telephone: (207) 251-0769  
Address: 6217 Timmons Road Snow Hill, MD 21863  
Signature:  Email: bdnf@verizon.net

**APPLICANT INFORMATION:**

Applicant's Name: Chaberton Solar Snow LLC Telephone: (443) 914-4100  
Address: 1700 Rockville Pike, Suite 305, Rockville, MD 20852  
Email: mike.doniger@chaberton.com

**ENGINEER, SURVEYOR, OR LAND PLANNER INFORMATION:**

Company Name: ARM Group LLC Telephone: (717) 508-0574  
Address: 1129 W Governor Road Hershey, PA 17033  
Contact Person & Email: Andrew Reese - areese@armgroup.net  
Signature: 

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person & Email: \_\_\_\_\_  
Signature: \_\_\_\_\_







# Concept Plan Application - TRC\_signed 6-15-23

Final Audit Report

2023-06-15

Created:	2023-06-15
By:	Natalie Castro (natalie.castro@chaberton.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG8joMAQzqX4YPH3cFrGGvQ3zD8ymq5Cx

## "Concept Plan Application - TRC\_signed 6-15-23" History

-  Document created by Natalie Castro (natalie.castro@chaberton.com)  
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2023-06-15 - 11:36:22 PM GMT



Adobe Acrobat Sign

Map 0056 Lot \_\_\_\_\_  
 Parcel 0010 LOD \_\_\_\_\_ Bond \_\_\_\_\_



LAND PRESERVATION PROGRAM  
 STORMWATER MANAGEMENT  
 SEDIMENT AND EROSION CONTROL  
 SHORELINE CONSTRUCTION  
 AGRICULTURAL PRESERVATION  
 ADVISORY BOARD

DEPARTMENT OF ENVIRONMENTAL PROGRAMS

**Worcester County**

GOVERNMENT CENTER  
 ONE WEST MARKET STREET, ROOM 1306  
 SNOW HILL, MARYLAND 21863  
 TEL:410.632.1220 / FAX: 410.632.2012

WELL & SEPTIC  
 WATER & SEWER PLANNING  
 PLUMBING & GAS  
 CRITICAL AREAS  
 FORESTRY CONSERVATION  
 COMMUNITY HYGIENE

**REQUIREMENTS FOR STORMWATER MANAGEMENT CONCEPT PLAN**

Project Title Snow 4.0 MW AC Solar Project Review Date 06/16/2023

- \* 1. Check based on the Total Area of Disturbance/Stormwater Design Area  
 (*Submission will not be accepted without payment of fees at time of submittal*)
- X 2. Narrative that supports the concept plan and describes how ESD will be implemented to the MEP
- X 3. Project Data – Tax map, Parcel and Lot, Street and Development
- X 4. Location Map/Appropriate Scale/North Arrow/Legend
- X 5. DNR Forest Conservation Plan or Statement
- X 6. Location and Description of Property Line, Monuments and Onsite Benchmarks
- X 7. Existing Vegetation and Names and Existing Natural Features
- X 8. All Wetlands, Wetlands buffers, 100 Year Flood Plain or Disclaimer and Natural Drainage Patterns
- X 9. Topography Existing and Proposed, includes F.F. elevations
- X 10. Surface area to be Graded/Disturbed
- X 11. Limits of Disturbance Areas to be Protected
- X 12. Location and Description of all Utilities Existing and Proposed i.e. Water/Well, Sewer/Septic, Telephone, Gas, Electric, Cable and Stormwater, etc.
- X 13. Location and Description of Soils according to USDA/NRCS Soil Survey/Worcester County
- X 14. Name, Address and Telephone Number of Landowner, Applicant and Developer
- X 15. Limits and Descriptions of all Easements and Right of Ways Existing/Proposed
- X 16. Critical Area Limits, Designations and Buffers or Disclaimer
- X 17. Building Setback Lines
- X 18. Preliminary estimates of Stormwater Management Requirements; The selection and location of ESD Practices to be used and the location of all points of discharge from the site.
- X 19. The anticipated location of all proposed impervious areas, buildings, roadways, parking, sidewalks, and other site improvements
- \*\* 20. Plan shall be signed, dated and sealed by a Professional Engineer

\* Per correspondence with Worcester County on 6/15/23, a check was not required at time of submission as the reviewer will determine the fee amount following submission and review of the Concept Plan application.

\*\* Maryland Professional Engineer will sign, date and seal following Concept Plan approval and Master Site Plan submission.

*Citizens and Government Working Together*



# ARM Group LLC

Engineers and Scientists

On behalf of Chaberton Solar Snow LLC (Applicant), ARM Group LLC is hereby submitting this narrative to the Technical Review Committee, Planning Commission and County Commissioners of Worcester County, Maryland, for review and concept plan approval and to outline the requirements of utility scale solar energy system under Ordinance Subsection ZS 1-344(d)(3)A.

The Applicant proposes to develop a 4.0 MW AC, utility scale solar energy system located at 6217 Timmons Road, Snow Hill, MD.

The following paragraphs outline the above referenced Ordinance Subsection in standard text followed by the Applicant's responses in **bold**.

- A. Step I concept plan approval. In this step the applicant shall submit adequate plans and documents to sufficiently address the required elements of review by the Technical Review Committee, Planning Commission and County Commissioners. This submission shall constitute the application for a utility scale solar energy system.

**The Applicant has submitted Concept Site Development Plans.**

1. The concept plan shall include at a minimum the following:
  - (i) A sketch plan at a readable scale with contours shown at two-foot intervals, all existing and man-made features, existing zoning, a vicinity map, flood zone designation, and the boundary of the Chesapeake or Atlantic Coastal Bays Critical Area and designation if applicable.
 

**Concept Plan Sheets 1-3 and 5 include this information.**
  - (ii) A preliminary designation of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, and a forest stand delineation showing any existing significant trees.
 

**An aquatic resource investigation and forest stand delineation were conducted by ARM Group LLC on May 10, 2023, and the results are shown on Sheets 2-3 and 5.**

- (iii) A preliminary delineation of the area proposed to be disturbed by the construction of the solar energy system and a schematic plan generally

**PRECISE. RESPONSIVE. SOLUTIONS.**

1129 West Governor Road, P.O. Box 797, Hershey, PA 17033-0797

identifying the existing and proposed drainage patterns for the site and potential stormwater management treatment measures.

**The project site has been designed in accordance with Maryland Department of the Environment (MDE) stormwater requirements and guidelines for water quality and quantity through Environmentally Sensitive Design (ESD) techniques and Best Management Practices (BMPs) are included in the 2000 Maryland Stormwater Design Manual, Volumes I and II (2000) with Supplement No. 1 and Technical Memo #8 dated March 30, 2018. Sheet 3 includes the preliminary, proposed stormwater management measures. Due to the proposed stormwater management, which includes utilization of infiltration berms, non-rooftop disconnection, and replacing the existing agricultural, farm field land cover with native meadow cover, as well as the minimization of site grading and lack of alteration to existing drainage patterns, the required MDE stormwater requirements and ESD have been conservatively achieved.**

- (iv) A written narrative outlining the need and benefits of the proposed facility, the anticipated life of the facility, and proposed measures and financial sureties for decommissioning the facility at the end of its useful life.

**The project site provides an ideal location to accommodate a 4.0 MW AC solar energy system that will generate 9,994 MWh/year and will support approximately 1,000 households at 10,000 kWh/year and displace 7,807 tons of carbon dioxide (CO<sub>2</sub>) emissions. By increasing the share of renewable energy in Maryland's energy mix, the project aligns with the State's goal of reaching 50% renewable energy by the year 2030. Additionally, the tax revenue yield for a project of this size and type will also support critical County and State tax-funded programs that are often in desperate need of additional resources.**

**The anticipated useful life of the facility is a minimum of 25 years, which is consistent with the primary components, solar modules and racking systems, of the solar energy system.**

**The Applicant will provide a draft of the facility Decommissioning Plan as an attachment in this submission, outlining the responsible party(ies), timeframes, and estimated costs for decommissioning, dismantling, and proper removal of all project facilities at the end of the useful life of the project, or when the project is otherwise abandoned. The Decommissioning Plan will be secured via a decommissioning bond payable to Worcester County to ensure that decommissioning costs are not borne by the County and/or State of Maryland at the end of the useful life of the project. The performance**

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and financial assurance guarantees may be comprised of, but not limited to, one or more of the following: a corporate guarantee; a surety bond; a suitable insurance policy; or an irrevocable letter of credit. The financial guarantee will be in place prior to the commercial operation of the project. Based on this estimate, the amount of the financial assurance guarantee shall be adjusted to cover the revised estimate of decommissioning.

- (v) An operations and maintenance plan which includes measures to limit unauthorized access to the facility and minimize environmental impacts from cleaning and maintaining the facility, general operational parameters, and emergency operations and shutdown procedures.

**A draft O&M Plan is provided as an attachment in this submission.**

- (vi) A description of the type, size, amount, height and area occupied by the various components of the solar energy system and conceptual elevation drawings of any proposed buildings.

**Concept Plan Sheets 3-4 include this information.**

**The total generating capacity for the project is anticipated to be a nominal 4,000 kW AC. Interconnection to the electric distribution grid will occur through Delmarva's existing 24.9kV circuit located 2.6 miles from the utility's substation.**

**The project is anticipated to occupy approximately 29-acres of the property. The proposed project consists of a ground-mounted, single-axis tracking, solar PV array installation, interconnection, and construction of all associated site access. Stormwater management infrastructure, a minimum seven (7) foot tall fence around the perimeter to provide security and safety, landscape screening, mechanical and electrical equipment. Which includes but is not limited to the racking systems, power inverters, transformers, switchgear, and other equipment necessary to interconnect, and equipment pads to suit the solar facility.**

- (vii) Where potable water and wastewater treatment is required, a preliminary feasibility analysis of wastewater disposal capabilities and potable water production.

**This solar energy system is an unmanned facility and will not require water or sewerage facilities.**



- (viii) Such other information as the Technical Review Committee, Planning Commission or County Commissioners may reasonably require to fully evaluate the proposal.
2. The Technical Review Committee shall meet with the applicants to review the concept plan and written information. The Technical Review Committee may request additional information from the applicant, including studies or reports, and may require changes or make suggestions to the applicant with regard to the application and its conformance with other sections of the Zoning and Subdivision Control Article and other pertinent laws and programs. Subsequent to the meeting, the Technical Review Committee shall prepare a report to the Planning Commission of its findings and recommendations, a copy of which shall also be supplied to the applicant. The Technical Review Committee shall review the applicant's submission and present its report to the Planning Commission within ninety days of the applicant's submission of a complete application, unless extended by the Planning Commission.
  3. The Planning Commission shall then meet with the applicant to review the submission and the report of the Technical Review Committee. The Planning Commission shall produce findings with regard to the application's consistency with the Comprehensive Plan, the terms of the Zoning and Subdivision Control Article, and any other laws or programs that may apply to the application. The Planning Commission shall also make a recommendation to the County Commissioners as to approval or disapproval of the application which may address the items contained in the Technical Review Committee Report and other such areas as it may deem appropriate. The Planning Commission shall submit its report and recommendation within ninety days of its receipt of the Technical Review Committee Report, unless extended by the County Commissioners.
  4. The County Commissioners shall consider the application and recommendation of the Planning Commission and hold a public hearing within ninety days of receipt of the Planning Commission's report and recommendation, unless extended by a majority vote of the County Commissioners. The hearing shall have the same procedural formalities as a map amendment as described in § ZS 1-113 hereof. Notice of the public hearing shall be as required in § ZS 1-114 hereof. The County Commissioners shall review the application and the Technical Review Committee and Planning Commission reports and recommendations and shall, following the public hearing, approve or disapprove the application. The County Commissioners may require independent reports by consultants at the expense of the applicant prior to making a determination with regard to the application. Failure of the County Commissioners to reach a formal decision on the application within six months of the public hearing shall constitute a denial of the application. In granting an approval the County Commissioners may impose any





conditions they see fit in order to protect the health, safety and welfare of the adjoining property owners or public at large. Any conditions so established shall run with the land and shall be fully enforceable upon any subsequent owners, tenants or occupants of the property. Any approval by the County Commissioners must be unconditionally accepted by the applicant and property owner in writing within ninety days of approval by the County Commissioners. Failure to accept the approval and conditions shall be considered a rejection and abandonment of the approval by the applicant and therefore the approval shall be null and void and of no effect whatsoever.

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

**Ordinance Subsection ZS 1-344(d)(3)A.2-4 and 1-344(d)(3)A are noted.**

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# Snow Solar Project Decommissioning Plan

Prepared By:  
Chaberton Solar Snow LLC

Prepared for:  
Worcester, Maryland

Date:  
June 16<sup>th</sup>, 2023

Property:  
Map Number: 0056  
Grid: 0014  
Parcel: 0010

**DRAFT**

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## Section 1: Introduction

Chaberton Solar Snow LLC ("Chaberton") will construct, own, and operate a project, approximately 4 megawatts alternating current (MWac) of total photovoltaic ("PV") capacity in the City of Snow Hill, Maryland. The Project is located on Tax Map Number 0056, Grid 0014, Parcel 0010 and consists of approximately 30 acres on a 103.8 acre parcel. The project will lease the property from the current owner for 20 years with an option to extend the lease for four (4) additional five (5) year periods, for a maximum operation term of forty (40) years.

Chaberton provides this draft Decommissioning Plan as part of our concept plan submission dated June 15<sup>th</sup>, 2023.

## Section 2: Project Background

The project is located approximately 3,200 ft east of Timmons Road and approximately 1,000 feet south of Worcester Highway in the city of Snow Hill, Maryland. The project will consist of approximately 12,825 solar modules, associated solar module racking system and foundations, 36 DC to AC electrical inverters, 2 medium voltage step-up transformers and associated electrical equipment and materials necessary to connect to the local power distribution system. Medium voltage distribution lines are proposed to run to the South and West of the project to interconnect with the Delmarva power grid along Timmons Road.

## Section 3: Existing Site Conditions

The project is zoned as Agriculture – A-1. The topography of the site is generally flat and a stream dissecting the southern eastern portion of the parcel. Adjacent land uses include residential homes, farm lands, and rail tracks dissecting Timmons Road running adjacent to Worcester Highway.

## Section 4: Description of Work to Construct Utility Scale Solar Facility

### 4.1 Major Activities

**Cable Trenching:** Trenching requirements for the electrical cables and telecommunication lines would consist of a trench up to approximately three feet deep and one to four feet wide. The trenches would be filled with base material above and below the conductors and communications lines to ensure adequate thermal conductivity and electrical insulating characteristics. The topsoil from trench excavation would be set aside before the trench is backfilled and would ultimately comprise the uppermost layer of the trench. Any excess material from the foundation and trench excavations is incorporated onsite and will not be exported.

**Foundations:** The solar modules will be installed on steel racking structures. The posts for the racking structures and DC to AC inverters will be driven approximately 6-8 feet into the ground using a post-driving machine. The medium voltage step-up transformers will be set on concrete pads which are typically 12-18 inches deep.

**Modules Racking System:** Galvanized beams and other structural members will be bolted to the foundation posts of the racking system. The solar modules are then mounted on these structural members.

**Medium Voltage Step-Up Transformers:** The medium voltage step-up transformers will be offloaded from delivery trucks and placed on concrete foundations. This equipment will be bolted to concrete foundations. The underground electrical and communication cables will be routed and connected to this equipment.

## 4.2 System Overview and Components

PV solar modules absorb sunlight and use silicone cells to generate electrical current. The PV Modules are mounted on a single axis tracker racking system which allows the modules to track the sun throughout the day. Components of the system include the following:

**4.2.1. Combiner Boxes:** Combiner boxes allow for the paralleling of multiple conductors/feeder inputs and allow for fewer outputs.

**4.2.2. Inverters:** Inverters are power conversion devices which transform direct current (DC) to alternating current (AC). There are 36 inverters planned. These are mounted on the same racking that supports the solar modules.

**4.2.3. Transformers, Recloser, Disconnect Switch:** Transformers are an apparatus for reducing or increasing the voltage of an alternating current. There are 2 medium voltage step-up transformers. The Recloser and Disconnect Switch are protection devices that allow the Project or Delmarva to isolate the projects from the wider distribution system.

**4.2.4. Underground Cables and Conduits:** Underground power (AC and DC) cables, communication and grounding cables will be either directly buried or placed in conduit. The cables will be rated in accordance with their application. The cables will be located in a conduit as per code when transitioning from below grade to above grade.

**4.2.5. Access and Internal Roads:** The project will be utilizing the existing access road running adjacent to the train tracks leading to the transformer equipment pads. Internal to the fence, a grass open area will be maintained for infrequent maintenance access to the modules and inverters.

**4.2.6. Buildings and Enclosures:** The Project will not contain any permanent occupied building structures once construction is complete and the plant is operating. The site may have storage containers used for storing spare parts and materials, but these will not be affixed to a foundation. Except for periodic maintenance, the site is unstaffed.

**4.2.7. Security Fencing:** To ensure security of the facility, the property will be fenced with seven-foot-high ag fencing. Access to the site will be controlled via locked access gates.

**4.2.8. Project Life:** The facility has an estimated useful life of at least 30 years with an opportunity for extension depending on equipment replacements or refurbishments.

4.2.9. **SCADA and Communications Equipment Enclosure:** Supervisory Control and Data Acquisition (SCADA) refers to the entire communication and control components. The SCADA equipment for the projects will be mounted inside of an enclosure in the vicinity of the transformers. The enclosure is affixed to a foundation or mounted on piles, depending on soil conditions. The SCADA system includes an internet router, server(s), a firewall, battery backup, and other hardware to monitor the solar farm.

## Section 5: Decommissioning Process

Decommissioning consists of the removal of above- and below-ground facility components, management of excess wastes and materials, and the restoration of ground surface irregularities and herbaceous vegetation. In the event that commercial operations cease for over twelve months, the project area is to be restored in a manner consistent with its condition prior to facility construction. Decommissioning activities are expected to take between 6 to 8 months. Removal of all equipment will be done in accordance with applicable regulations of the time.

### 5.1 Equipment Removal

After the facility has been disconnected and isolated from the utility power grid and all electrical components have been disconnected within the facility, equipment will be dismantled and removed. Decommissioning will be undertaken by licensed subcontractors using similar techniques and equipment to those used in the construction of the Project.

The following describes the methods for dismantling and removal of various Project Components:

#### PV arrays and associated equipment

- Disconnect all wiring, cables, and electrical interconnections.
- Remove PV arrays from racks.
- Dismantle and remove all racks and extract all pile-drive support structures (see Equipment foundations).

#### Generation Tie-Line cables

- All aboveground and underground cables will be removed and transported off-site to an approved recycling facility or landfill.

#### Equipment foundations

- The pile-drive support structures for the solar arrays will have foundations that require removal. Other underground infrastructure that requires removal may include concrete protective electrical structures. Any foundation structures and below ground concrete will be fully removed from the ground and the affected area will be backfilled as necessary with native soil.

#### Access roads

- All aggregate and other underlying materials from the access driveway / road will be excavated.
- As necessary, all compacted areas will be disc-ed or tilled to restore soil densities consistent with the surrounding area.

- The access road area will be restored in a manner consistent with its condition prior to facility construction.

#### **Other components**

- Fences, gates, and guards will be removed.

### **5.2 Site Restoration**

The portion of the site currently in use as agriculture will be returned to that use or stabilized with grasses common to the area if the future owner does not plan to return the site to agricultural crops.

### **5.3 Managing Excess Materials and Waste**

A variety of excess materials and wastes will be generated during decommissioning. To the extent practicable, Chaberton will coordinate with manufacturers, contractors, waste firms, and other entities to maximize the reuse and/or recycling of materials. Those materials deemed reusable/recyclable will be transported offsite and managed at approved receiving facilities following all applicable federal, state, and county waste management regulations of the time.

All residual waste will be removed by a licensed contractor and transported to an approved landfill. No waste materials will remain on the site.

Decommissioned materials will include:

#### **5.3.1 PV Panels**

The Project will coordinate the collection and dispensation of the PV modules to minimize the potential for modules to be discarded prematurely. If there is no possibility for reuse, PV panels will either be returned to the manufacturer for appropriate recycling/disposal or will be transported to a recycling facility where the glass, metal and semiconductor will be recycled. Best management practices at the time of decommissioning shall be utilized.

#### **5.3.2 Racking and Supports**

All steel racks and pile-driven supports will be transported offsite and recycled at an approved recycling facility.

#### **5.3.3 Inverters and Transformers**

All metal components of the DC to AC inverters will be recycled at an approved recycling facility to the extent practical. Transformers will be transported off-site for reuse. If no reuse option is available, transformers will be recycled or disposed at an approved facility.

#### **5.3.4 Gravel and Aggregates**

Any used gravel or aggregates will be tested for contamination prior to removal. All uncontaminated materials will be transported offsite for salvage processing and then reused for

construction fill. In the unlikely event that the used gravel or aggregates are found to be contaminated, these will be disposed at an approved facility.

#### **5.3.5 Concrete**

All concrete, including all foundations, will be broken down and transported to an approved landfill or recycling facility.

#### **5.3.6 Cables and Wiring**

All copper and/or aluminum wiring and associated electronic equipment (e.g., isolation switches, fuses, metering) will be recycled to the extent practical. Any materials not deemed recyclable will be disposed of at an approved landfill.

#### **5.3.7 Fencing**

All fencing materials will be recycled at a metal recycling facility to the extent practical.

#### **5.3.8 Debris and Residual Waste**

Any remaining debris or residual waste will be collected, and all recyclable materials will be sorted. All sorted materials will be removed and sent to either an approved recycling or disposal facility.

### **5.4 Security for Removal of Solar Energy System**

Prior to issuance of a building permit, the project will provide a decommissioning letter of credit, bond, or such other security as approved by the City/County based on the requirements of the Site Plan Approval. The security provided will be enough to perform the necessary decommissioning obligations for the entire project site.

### **5.5 Abandonment**

If the Community Energy Generating Facility does not produce energy for a continuous period of one year or more, it will be presumed to have been abandoned. A Good Cause Exemption from Worcester County Planning Department may be requested, and may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in good standing. If the facility is abandoned without obtaining a Good Cause Exemption in writing, it must be decommissioned and removed within 90 days.

### **5.6 Responsibility for Decommissioning**

Chaberton Solar Snow is responsible for decommissioning the Community Energy Generating Facility at the end of its useful life under normal business operations. If the facility is deemed to be abandoned by Worcester County and such designation is not disputed by Chaberton Energy Holdings Inc or its affiliates within 60 days of official notification in writing, the security shall be in place to defray the cost of decommissioning by Worcester County.



### 5.7 Summary of Decommissioning Cost Analysis

DECOMMISSIONING COST ANALYSIS  
 4.000 MWac / 6.925MWdc

PROJECT SNOW  
 6217 TIMMONS RD, SNOW HILL, MD

Description of Item	Quantity	Unit	Unit Cost	Total Cost	Total Cost after 20 Years
<b>Disassembly and Disposal</b>					
PV Modules	11,502	EA	\$ 6.25	\$ 71,888	\$ 117,796
Inverters	36	EA	\$ 314.00	\$ 11,304	\$ 18,523
Transformers	2	EA	\$ 314.00	\$ 628	\$ 1,029
Racking Frame (Tracker)	175	EA	\$ 125.00	\$ 21,875	\$ 35,845
Racking Posts	1,760	EA	\$ 21.00	\$ 36,960	\$ 60,563
LV Wiring	96,000	LF	\$ 0.85	\$ 81,600	\$ 133,711
MV Wiring	2,000	LF	\$ 0.85	\$ 1,700	\$ 2,786
Ag Fence	4,800	LF	\$ 4.70	\$ 22,560	\$ 36,967
Concrete	30	CY	\$ 73.00	\$ 2,190	\$ 3,589
Gravel (Access road)	1,450	CY	\$ 50.00	\$ 72,500	\$ 118,800
Removal of utility poles	13	EA	\$ 2,000.00	\$ 26,000	\$ 42,604
			Subtotal	\$ 349,205	\$ 572,212
<b>Site Restoration</b>					
Re-seeding (includes seed)	2	AC	\$ 2,500.00	\$ 5,000	\$ 8,193
Re-grading	100	CY	\$ 12.00	\$ 1,200	\$ 1,966
			Subtotal	\$ 6,200	\$ 10,159
<b>Demolition Cost</b>				\$ 355,405	\$ 582,372

**Notes:**

Assumes 2.5% escalation rate on labor costs

Based on Preliminary Conceptual design package dated 6-15-2023

JUNE 2023



OPERATIONS & MAINTENANCE PLAN

## PROJECT SNOW

6217 TIMMONS ROAD SNOW HILL, MD 21863

CHABERTON SOLAR SNOW LLC  
1700 ROCKVILLE PIKE, SUITE 305  
ROCKVILLE, MD 20852

## 1. OPERATIONS AND MAINTENANCE

Chaberton Solar Snow LLC ("Owner") provides the following Operations and Maintenance plan for its ground-mounted, single-axis tracking solar photovoltaic (PV) system ("Project"). Upon completion of construction, commissioning, and receipt of Permission to Operation from Delmarva, the Project would enter the operational phase. For the duration of the operational phase, the Project would be remotely operated and monitored for security and maintenance purposes. As the Project's PV arrays produce electricity passively with minimal moving parts, maintenance requirements are limited. Any planned maintenance would be scheduled to avoid periods of peak electricity production, and unplanned maintenance would be typically responded to as needed depending on the event. An inventory of spare components will be readily available.

### 1.1 Operations

Chaberton Solar Snow LLC will ensure consistent and effective facility operations of the facility by:

- Responding to automated alarms based on monitored data.
- Communicating with electric system operators, maintenance contractors, and other entities involved in facility operations.
- Designating a site supervisor to monitor and implement emergency and normal shutdown procedures.
- Communicating with the local jurisdiction if operations are expected to be interrupted for a period of 30 days or more.

### 1.2 Maintenance

Project maintenance performed on the site would consist of equipment inspection, repair, and replacement. Maintenance would occur during daylight hours, when possible. These services will be provided by a prequalified maintenance contractor ("Contractor"). Maintenance program elements include:

- Managing a group of prequalified maintenance and repair firms who can meet the O&M needs of the facility throughout its life.
- Implementing a responsive, routine, and optimized cleaning schedule.
- Responding to emergencies and failures in a timely manner.
- Maintaining an adequate inventory of spare parts to ensure timely repairs and consistent plant output.
- Maintaining a log to effectively record and track all maintenance problems.
- Performing landscape maintenance on the site as required to maintain vegetative screening and to keep vegetation at an appropriate height.

### 1.3 Remote Monitoring of the Project

The Project will be monitored 24-hours a day, 365 days a year from a remote location utilizing a Supervisory Control and Data Acquisition (SCADA) system. Safe, effective, and efficient operation of the Project is dependent on the operator receiving accurate information on all environmental measurements which affect production. These measurements include solar irradiation, ambient temperature, back of module temperature, and wind speed. These environmental characteristics are reported by various sensors—pyranometers for irradiance, thermometers for temperatures, and anemometers for wind speed. Other characteristics of the

Project are also reported in real time such as current production, voltage, amperage, power quality, and the status of all circuit protection devices. Circuit protection devices include the ability to report the status of their protective relays continuously as are the meters which report the electrical characteristics of the Project.

#### **1.4 Emergency and Shutdown Procedures**

As stated above, Chaberton Solar Snow will develop and implement an Emergency Response Plan for the Project. All employees working on the Project during operations will be trained in emergency and shutdown procedures. Signs will be clearly marked at the Project Site for emergency vehicle ingress and egress. Chaberton Solar Snow will facilitate training for emergency service providers related to the specific hazards of the Project and will maintain up-to-date contact information for emergency service providers.

#### **1.5 Transportation**

The Project will primarily be operated remotely and monitored for security and maintenance purposes. Therefore, transportation to and from the Project Site will be minimal and would not adversely affect existing traffic conditions. As stated above, signs will be clearly marked at the Project Site in the event emergency vehicles need to access the Project Site. The paved driveways providing access to the Project Site and the unpaved internal road system will be maintained as needed during the life of the Project.

2. SOLAR PV OPERATION AND MAINTENANCE SERVICES

Environmental, Health and Safety (EHS)	Frequency														
Ensure that all on-site personnel are trained in accordance with regulatory requirements and required certifications/qualifications are maintained and available for review.	Ongoing														
Coordinate site visits as required by external parties contracted by Owner for environmental monitoring, local agency inspections, investors, lenders, etc., with reasonable frequency.	As requested														
Corrective Service	Frequency / Response Time														
<p>Monitoring of the solar system from a control point through internet connection. Monitoring to include:</p> <ul style="list-style-type: none"> <li>▪ Power Generation</li> <li>▪ Predicted Power</li> <li>▪ Irradiance vs. kW</li> <li>▪ Loss of telemetry to devices</li> <li>▪ Setup of alarm points:                             <ul style="list-style-type: none"> <li>○ For inverter shutdowns /faults</li> <li>○ For loss of telemetry to devices</li> <li>○ Irradiance vs kW alarms</li> </ul> </li> </ul>	Ongoing. Minimum once per day														
<p>Response to inverter / system faults and remote inverter resets. Full telemetry loss is considered a system fault.</p> <table border="1" data-bbox="349 1234 1003 1759"> <thead> <tr> <th>Issue</th> <th>Response Time</th> </tr> </thead> <tbody> <tr> <td>Full system fault, including full telemetry</td> <td>Max 24-hour onsite response</td> </tr> <tr> <td>Inverter/system remote reset (if applicable)</td> <td>4 business hours during on hours. 1 business day during weekends/holidays</td> </tr> <tr> <td>Production faults</td> <td></td> </tr> <tr> <td>250kW or greater</td> <td>Max 24-hour onsite response</td> </tr> <tr> <td>100-249kW</td> <td>Max 48-hour onsite response</td> </tr> <tr> <td>99kW or less</td> <td>Max 96 hour on site response</td> </tr> </tbody> </table>	Issue	Response Time	Full system fault, including full telemetry	Max 24-hour onsite response	Inverter/system remote reset (if applicable)	4 business hours during on hours. 1 business day during weekends/holidays	Production faults		250kW or greater	Max 24-hour onsite response	100-249kW	Max 48-hour onsite response	99kW or less	Max 96 hour on site response	See Table
Issue	Response Time														
Full system fault, including full telemetry	Max 24-hour onsite response														
Inverter/system remote reset (if applicable)	4 business hours during on hours. 1 business day during weekends/holidays														
Production faults															
250kW or greater	Max 24-hour onsite response														
100-249kW	Max 48-hour onsite response														
99kW or less	Max 96 hour on site response														

Contractor will create work order upon recognition of a dispatchable alarm or respond to dispatch request via work order in Owner asset management software.	Ongoing
Contractor will notify Owner via email or text message at the time of each arrival and departure from site.	Ongoing
Curtailment monitoring, tracking and execution.	Ongoing
Emergency Response: Contractor will respond on site to all events that pose a danger to people or property within 4 hours of notification or as soon as safely possible.	Ongoing
Response to warranty claim items. This includes all coordination of warranty repair with manufacturer including but not limited to: shipping, scheduling, and site access. Upon request from Owner, any oversight of said warranty repairs will be billed separately as Additional Services.	Ongoing. Updates on warranty claims expected every 3 business days unless otherwise approved by Owner.
Spare parts inventory: Contractor will store, inventory, and coordinate replacement of spare parts. Contractor will maintain inventory list in real-time in format mandated by Owner.	Ongoing
Coordinate with the Utility to safely turn off the solar system for Utility provided maintenance, repair and or replacement of utility equipment. Safely reactivate the system after Utility has completed their work and confirmed the system can be reactivated.	As Needed
All Corrective service and additional work will have a report in a format produced by the Contractor and suitable to the Owner detailing the work performed and the resolution of the problem. Report shall include photos and be delivered to Owner within 3 business days after the completion of the work.	Per Occurrence
<b>Preventive Maintenance</b>	<b>Frequency</b>
<p><i>All items below will be recorded, minor problems will be corrected on site as needed, and Contractor will assess the need for Additional Services or warranty services and report to Owner.</i></p> <p><i>Reports will be issued for both semi-annual and annual maintenance visits within 10 business days of completion of work on site. Reports will be in a format produced by the Contractor and approved by the Owner and will contain at a minimum a checklist, comments, non-conformance log, and photos to prove the Contractor provided the services below in a satisfactory manner.</i></p>	
Perform OEM required maintenance on inverters, transformers, switchgear, and other power distribution components, to include readily accessible overhead medium voltage tie-in infrastructure.	Inverters: More frequent of annually or as required by product manual.

1. Breaker	Annually
2. Relay log download	Annually
3. Transformer A. Thermal imaging of the cooling fins, primary boots, second connections B. Visual inspection of torque marks and interior conduction. C. Cleaning of safely accessible cabinets. D. Fluid level verification E. Nitrogen positive charge	Annually
4. Switchgear A. Removal of front breaker covers and thermal Imaging of field connections and bolted connections if safely accessible. B. Visual inspection of torque marks and interior condition. C. Cleaning of safely accessible cabinets.	Annually
5. Visual inspection of overhead MV tie-in infrastructure	Semi-annually
Perform thermal imaging scans of inverter and all electrical gear including fuses and circuit breakers. Provide detailed thermal and regular photos as needed based on thermal imaging scans. Torque connections if hot spots discovered, then re-image.	Annually
Visually inspect solar panels: Record if panels are properly affixed to racking system, correct if panels are not firmly affixed.	Annually
Visually inspect all module to module and homerun connectors. Replace loose or failed connectors.	Annually
Visually test for grounding continuity between frames and racking structure on a sampling of PV panels. Visually inspect for corrosion at grounding wire connection.	Annually
Thermal scan all electrical field terminations for major components such as inverters and recombiners and re-torque as needed, then re-image.	Annually
Visually and thermally check connections within combiner boxes. Verify combiner boxes are free of water/moisture.	Annually
Visually verify conduit is structurally supported and secured.	Annually
Visually verify conduit junctions and box connectors are secure and sealed.	Annually
Inspect and clean the inside of electrical equipment and enclosures. Fix faulty moisture and dust seals if found.	Annually
Random spot inspection of approximately 15% of racking system fasteners as identified and agreed by the Parties including torque testing, torque as needed.	Annually
Measure and record phase to phase input voltages and currents by means of inverter data and DAS.	Annually
Measure the output of all DAS component power supplies to be within tolerances.	Annually

Check all over current protection for signs of overheating.	Annually
Check UPS system for proper functionality. Perform UPS maintenance per OEM requirements.	Annually
Visually inspect overall racking structure connections (including lateral links).	Semi-annually
Visually inspect racking foundation and power station foundations.	Semi-annually
Inspect weather station components and verify operation with operations center. Calibrate weather station if applicable. Factory or third-party calibration of weather station equipment will be billed at 10% mark-up of cost including shipping.	Semi-annually
Verify the points where array wiring enters conduit are secure, sealed to prevent rain from entering and free of abrasion on the wire insulation.	Semi-annually
Verify DC means of disconnection are free of damage, corrosion or arc evidence and that they open and close freely. Apply grease as required by OEM.	Semi-annually
Verify AC means of disconnection are free of damage, corrosion, or arc evidence and that they open and close freely. Apply grease as required by OEM.	Semi-annually
Visual inspection of inverter (s). Inspect and touch up damage to exterior paint, remove dirt and debris from underneath the inverter(s).	Semi-annually
Inspect all cooling fans, test for functionality, replace if warranted. Parts to be procured by Contractor for Owner or taken from spare part inventory. Labor services for fan replacement will be billed separately as Additional Services, except for small "muffin-type" fans if performed during the maintenance service.	Semi-annually
Check the condition of AC and DC surge suppressors.	Semi-annually
With inverter in stand-by state, verify the operation of the ground fault monitor at each inverter.	Semi-annually
Identify deficiencies that could affect production, equipment operability, or be reasonably expected to cause an unsafe condition at the Site. Report such deficiencies to Owner Representative immediately, do not wait to issue report.	Semi-Annually and during corrective service visits.
Perform DGA Analysis of XFMRs through qualified testing facility.	As recommended by OEM
<b>Custodial Maintenance</b>	
Refinish minor rust spots on combiner boxes, inverters, and electrical distribution equipment with paint or cold-galv during maintenance activities.	Semi-annually
Inspect perimeter fence and gates, remove debris, perform minor repairs if needed.	Semi-annually



<b>Tracker Maintenance</b>	<b>Frequency</b>
Test wind stow function by triggering wind sensor either locally or remotely.	Annually
Inspect each row for misalignment/out of plumb due to settling.	Annually
Lubricate bearings and gears	Per OEM Requirement

## WORCESTER COUNTY PLANNING COMMISSION

**MEETING DATE:** July 6, 2023

**PURPOSE:** Concept Plan Review

**DEVELOPMENT:** Snow Solar

**PROJECT:** Development a 4.0 MW AC utility scale solar energy system.

**LOCATION:** Located at 6217 Timmons Road, Snow Hill, Tax Map 56, Parcel 10, Tax District 02.

**ZONING DESIGNATION:** A-1 Agricultural District.

**BACKGROUND:** The property is located approximately 3,200 ft. east of Timmons Road and approximately 1000 ft. south of Worcester Highway and is currently improved with a single-family dwelling and various residential and agricultural outbuildings. The remaining lands are cultivated.

The project will consist of approximately 12,825 solar modules, associated solar module racking system and foundations, 36 DC to AC electrical inverters, 2 medium voltage step-up transformers and associated electrical equipment and materials necessary to connect to the local power distribution system. Chaberton Solar Snow LLC (“Chaberton”) will construct, own, and operate the project. The project will lease the property from the current owner for 20 years with an option to extend the lease for four (4) additional five (5) year periods.

The concept plan went before the Technical Review Committee (TRC) on July 7, 2023, and received a favorable recommendation to proceed to the Planning Commission for review. With a favorable recommendation from the Planning Commission, the project can proceed to the County Commissioners for consideration.

**TRAFFIC CIRCULATION:** The site will be accessed from an existing driveway off Timmons Road next to the rail tracks on southeast corner of the property. A construction entrance will be required by County Roads.

**LANDSCAPING:** A landscape plan will be required in accordance with §ZS 1-322 at the Step II phase of the review process (major site plan review).

**FENCING:** A seven (7) foot tall, galvanized fixed knot fence covered by rolled wire fabric is proposed around the entire perimeter of the array.

**FOREST CONSERVATION LAW:** This property is subject to the Forest Conservation Law. A Forest Conservation Application, fee, and Forest Stand Delineation (FSD) must be submitted and approved prior to the Step II review.

**STORMWATER MANAGEMENT/ SEDIMENT EROSION CONTROL:** Stormwater concept plan approval is required prior to the Step II review.

**PROPERTY OWNER:** Charles Waite, III

**APPLICANT/DEVELOPER:** Chaberton Solar Snow (Chaberton)

**ENGINEER:** ARM Group, LLC

**PREPARED BY:** Stuart White, DRP Specialist



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

### WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE MEETING

July 12, 2023

#### **Snow Solar – Concept Plan Review**

Development of a 4.0 MW AC utility scale solar energy system. Located at 6217 Timmons Road, Snow Hill, Tax Map 56, Parcel 10, Tax District 02, A-1 Agricultural District, Charles Waite, III, owner / Chaberton Solar Snow, LLC, applicant.

**Prepared by:** Stuart White, DRP Specialist

**Contact:** [swhite@co.worcester.md.us](mailto:swhite@co.worcester.md.us) or (410) 632-1200, extension 1139

#### **General Requirements:**

1. In order to obtain a Building Permit, the applicant must submit the following to the Department:
  - a. A complete Building Permit Application along with the initial fee of \$275 made payable to “Worcester County.”
  - b. Four (4) sets of complete construction plans (footing, foundation, framing, floor plan and building elevations (front, rear and sides)). The construction plans must be sealed by an architect and prepared in accordance with the applicable International Building Code, Energy Code, and ADA Code.
  - c. Four (4) site plan sets as approved by the Technical Review Committee.
2. Once the permit is issued, the applicant must coordinate all necessary inspections with the respective Building/Housing/Zoning Inspector. The Department requires 24-hour notice for all inspections. The inspector may require special or additional inspections as needed.
3. In order to obtain a Certificate of Use and Occupancy, all of the necessary inspections must be completed and approved by the various inspections’ agencies (building, zoning, plumbing, electrical, water, sewage, health, roads, etc.). Two (2) sets of As-Builts (illustrating all lighting, landscaping, parking, signs etc.) must be submitted at least one (1) week prior to the anticipated occupancy of the building, structure, or use of land. **Please note that it is unlawful to occupy a structure (employees or patrons) without the benefit of a Certificate of Use and Occupancy.**

**Project Specific Comments:** This project is subject to, but not limited to, the following sections of the Zoning and Subdivision Control Article:

§ZS1-201	A-1 Agricultural District
§ZS1-305	Lot Requirements Generally
§ZS1-306	Access to Structures
§ZS1-319	Access and Traffic Circulation Requirements
§ZS1-322	Landscaping and Buffering Requirements
§ZS1-325	Site Plan Review
§ZS1-326	Classification of Highways
§ZS1-327	Additional Setbacks from Drainage Ditches and Stormwater Management Facilities
§ZS1-344	Alternative Energy Facilities

\*This project is also subject to the *Design Guidelines and Standards for Commercial Uses*

1. Please provide a surveyed site plan in accordance with §ZS 1-325(3).
2. Please provide a landscape plan with planting details in accordance with §ZS 1-322. Please indicate the species, height, and caliper of the proposed plantings as well as the height at maturity.
3. Please include the maintenance method for the landscape plantings.
4. In accordance with §ZS 1-322(g), a maintenance and replacement bond for required landscaping is mandatory for a period not to exceed two (2) years in an amount not to exceed one hundred and twenty-five percent (125%) of the installation cost. A landscape estimate from a nursery will be required to be provided at permit stage to accurately determine the bond amount.

**Other Agency Approvals:**

1. Written confirmation will also be required from the Department of Environmental Programs Natural Resources Division relative to Critical Area and Stormwater Management requirements prior to the Department granting signature approval.
2. Written confirmation of approval from the County Roads Division and/or State Highway Administration regarding the existing, proposed, or modified commercial entrances on all parcels shall be provided to the Department prior to granting signature approval.

WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE



Department of Development Review & Permitting  
Worcester County Government Center  
1 W. Market St., Room 1201  
Snow Hill, Maryland 21863  
410-632-1200, Ext. 1151  
pmiller@co.worcester.md.us

\*\*\*\*\*

Project: Waite Solar Project 4.0 mW

Date: 7/12/2023

Tax Map: 56 Parcel: 10 Section:     Lot:     Block:       

COMMENTS

1. Current Codes: 2018 International Building Code  
2017 National Electric Code  
Maryland Codes Administration has adopted the 2021 edition of the International Codes. Local jurisdictions will have until 5/29/2024 to adopt the 2021 I-codes.
2. Wind Design (assumed): 114 MPH risk category I; 124 MPH risk category II; Exposure Category "C"; Ground Snow Load – 20 PSF
3. Soils report required at time of permit application.
4. Engineered sealed plans (Maryland) required for all systems and components.
5. Special inspector (**third party engineer**) will be required for all systems and components final certification of project prior to final inspection by building inspector.
6. Submit with the permit application the total number and size of solar panels to be in installed.
7. Provide total wattage amount at time of application.
8. Please provide your design professional with a copy of these comments.

**Additional information may be requested at time of plan review.**

**Permit fee is by ft<sup>2</sup> of panels x .1131. There is also a fee for fire marshal.**



## Worcester County

Department of Environmental Programs  
Natural Resources Division

### Memorandum

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**To:** Worcester County Technical Review Committee

**From:** Joy S. Birch, Natural Resources Specialist III (JB)

**Subject:** July 12, 2023 - Technical Review Committee Meeting

**Date:** June 26, 2023

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- **Waite Solar Project – Concept plan Review**

Development a 4.0 MW AC utility scale solar energy system. Located at 6217 Timmons Road, Tax Map 56, Parcel 10, Tax District 02, A-1 Agricultural District, Charles Waite, III, owner / Chaberton Solar Snow, LLC, applicant. This is located outside of the Atlantic Coastal and Chesapeake Bay Critical Area Program. No Comment.



**Worcester County**  
Department of Environmental Programs  
Environmental Programs Division

## Memorandum

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**To:** Technical Review Committee (TRC) for a July 12, 2023 Meeting

**From:** Environmental Programs Staff

**Subject:** **Concept Plan: Waite Solar Project – develop a 4.0 MW AC utility scale solar energy system.**

**Tax Map: 56, Parcel: 10**

**Date:** July 7, 2023

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Environmental Programs comments are based on the plans submitted. These comments are subject to change every time a change is made to the plans that affect water and/or sewage for this site.

1. Environmental Programs has no comments for this project as no impacts to water & sewer are required for this use.





GOVERNMENT CENTER  
 ONE WEST MARKET STREET, ROOM 1302  
 SNOW HILL, MARYLAND 21863-1294  
 TEL: 410-632-5666  
 FAD: 410-632-5664

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## TECHNICAL REVIEW COMMITTEE COMMENTS

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**PROJECT: Waite Solar Project**  
**LOCATION: Tax Map 56; Parcel 10**  
**CONTACT: Charles Waite, III**  
**MEETING DATE: July 12, 2023**

**TRC #: 2023422**

**COMMENTS BY: Matthew Owens**  
**Fire Marshal**

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As you requested, this office has reviewed plans for the above project. Construction shall be in accordance with applicable Worcester County and State of Maryland fire codes. This review is based upon information contained in the submitted TRC plans only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. A full plan review by this office is required prior to the issuance of a building permit. The following comments are noted from a fire protection and life safety standpoint.

### Scope of Project

The proposed construction of a 4.0 megawatt (AC) utility scale solar energy system.

### General Comments

1. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

### Specific Comments

1. A clear area of 10 feet around ground-mounted photovoltaic installations shall be provided.
2. A gravel base or other non-combustible base shall be installed and maintained under and around the installations.
3. Fencing, skirting, or other suitable security barriers shall be installed.
4. Photovoltaic systems shall be installed in accordance with NFPA 70, *The National Electric Code*.
5. Coordinate with the Snow Hill Volunteer Fire Company regarding the Knox Box.
6. No further comments at this time.




**Worcester County**  
 Department of Environmental Programs  
 Natural Resources Division

## Memorandum

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**To:** Technical Review Committee

**From:** David Mathers, Natural Resources Planner 

**Subject:** Forest Conservation & Stormwater Management Review

**Date:** June 27, 2023

**Date of Meeting:** July 13, 2023

**Project:** Waite Solar Project

**Location:** 6217 Timmons Road; Tax Map 56 Parcel 10

**Owner/Developer:** Charles Waite, III

**Applicant:** Chaberton Solar, LLC

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**This project is subject to the Worcester County Forest Conservation Law.** A Forest Conservation Application, fee and Forest Stand Delineation (FSD) must be submitted and approved prior to this project going to Technical Review Committee as a major site plan review.

**This project is subject to the Worcester County Stormwater Ordinance.** The project will need Stormwater Concept Plan approval prior to Technical Review Committee as a major site plan review.

All projects over one acre shall be required to file for a General Permit/Notice of Intent (NOI) for construction activity through Maryland Department of Environment. This is mandated through the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES). Any permits to be issued by Worcester County for disturbance that exceeds one acre will not be issued without NOI authorization being obtained prior to.



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1220 / FAX: 410.632.2012

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT AND EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
CRITICAL AREAS  
FOREST CONSERVATION  
COMMUNITY HYGIENE

## MEMORANDUM

**DATE:** January 17, 2023  
**TO:** Applicant  
**FROM:** David M. Bradford, Deputy Director *DMS*  
**SUBJECT:** Stormwater/Sediment Erosion Control Plan/Permit

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Please note, if a Stormwater plan is approved by this office and does not include phasing, the corresponding permit can only receive Stormwater Final approval once all improvements are completed and the entire site is stabilized. This includes properties which have multiple Building or Zoning permits associated with the Stormwater plans. If a Stormwater Bond is required per the permit, the bond will only be released once a Stormwater Final approval takes place.

Additionally, if pervious pavement (i.e. asphalt, concrete) is proposed as a Stormwater Best Management Practice (BMP), an engineer will be required to ensure that this BMP is installed per the approved plan and the correct sequence is detailed on approved plans. Furthermore, all site disturbance must be stabilized prior to beginning the BMP installation process to avoid any contamination or performance issues. If components of the BMP become contaminated, excavation may be required. A detail/schematic must be site specific and reflect how associated sub drains are connected to piping and also illustrate all material being used in subgrade when using this BMP.

If you have any questions, please feel free to contact the Deputy Director, David Bradford, at (410) 632-1220, ext. 1143.

**WORCESTER COUNTY  
DEPARTMENT OF PUBLIC WORKS  
INTEROFFICE MEMORANDUM**

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**TO:** Stuart White, DRP Specialist  
Development Review and Permitting

**FROM:** Christopher S. Clasing, P.E., Deputy Director

**DATE:** July 7, 2023

**SUBJECT:** TRC Meeting – July 2023 – Roads and Water/Wastewater Comments

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- I The Refuge at Windmill Creek – Preliminary Plat Review
- a) No comments from DPW at this time.
- II Coastal Square Shopping Center – Major Site Plan Review
- a) Confirm adequate EDU's are available and assigned for this project.
- b) Please add water and sewer profiles to the plans.
- c) No road details are currently shown on the plans. Will there be interconnecting parcels? If not, will they share an entrance like other lots?
- III Decatur Professional Building – Major Site Plan Review
- a) Confirm adequate EDU's are available and assigned for this project.
- b) Sheet C103, Please reference County Standard for water meter.
- a. Water meter location is to be within right of way and grassed island.
- b. Specify size water line and material on the plans
- c) Sheet C103, Please provide profiles for water crossing EX. FM
- d) Sheet C103, Please provide profiles for sewer crossing EX. FM
- a. Please specify size sewer line and material.
- e) This project will need a commercial entrance bond (\$5,000) with the Road's Division and show the entrance detail on the plans.
- f) The pavement standard shown is not a Worcester County standard.
- g) At the east side of the entrance, the ADA detection pad is missing. Please add to the plans.
- IV Sea Squared, LLC – Minor Site Plan Review
- a) Existing sewer line is capped at the manhole in Pennington Place. Future sewer service would need a new line to the manhole.
- b) No comments from the Roads Division.
- V Snow Solar (Waite) – Concept Plan Review
- a) No comments from Water/Wastewater at this time.
- b) A construction entrance will be required at Timmons Road, please add to plans.
- VI Iqbal Solar – Major Site Plan Review
- a) No comments from DPW at this time.

cc: Kevin Lynch, Roads Superintendent  
Tony Fascelli, W/WW Superintendent

# ITEM 12

Worcester County, MD  
Monday, August 28, 2023

## Subtitle ZS1:III. Supplementary Districts and District Regulations

### § ZS 1-344. Alternative energy facilities.

- (a) Purpose and intent. The purpose and intent of this section is to provide for the effective management, control and review of a variety of alternative energy facilities in a manner which facilitates their development while protecting the health, safety and welfare of the citizens of the County.
- (b) Definitions. For the purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them by this subsection:

#### **MECHANICAL EQUIPMENT**

Any device or equipment associated with or a part of a solar energy system, such as but not limited to electrical control units, transformers, inverters, switching equipment, electrical cabinets, pumps, regulators and the like that transfer, transmit, switch or regulate the energy produced by the system and transfer the energy to the on-site building or dwelling where the energy is consumed. Mechanical equipment shall not include wires, cables or pipes.

[Added 3-15-2011 by Bill No. 11-2]

#### **METEOROLOGICAL TOWER**

Any tower and its supporting structure which holds or supports equipment and telemetry devices that are used to monitor or transmit wind speed and wind flow characteristics over a period of time for either instantaneous information or to characterize long-term trends in wind resources at a given location.

#### **OVERSPEED CONTROL**

A device or system designed and maintained to prohibit the uncontrolled rotation of the wind energy conversion system's rotors or blades beyond their operational limitations.

#### **PASSIVE STALL REGULATION SYSTEM**

A form of overspeed protection whereby the angle of attack of the blade airfoil is increased by the flexing of the blade from excessive wind speeds until the lift force on the blade stops acting and the blade's rotation is slowed or stopped or a system employing blades angled such that winds above a given speed create turbulence on the upwind side of the blade to limit or stop the blades' rotation.

#### **ROTOR DIAMETER**

The cross-sectional dimension of the circle swept by the rotating blades.

#### **SOLAR ENERGY HEATING EQUIPMENT**

Any system or device located on or adjacent to a building and designed to harness solar radiation to heat water for use in a building's domestic water system, swimming pool, hot tub or other similar fixture or to heat air, water or any other liquid or gas which is then used to condition a space occupied by humans or animals.

# ITEM 12

[Added 3-15-2011 by Bill No. 11-2]

## **SOLAR ENERGY POWER SYSTEM**

Any device or facility that converts solar energy into electrical energy either directly, as in the case of photovoltaic cells, or indirectly by first capturing and/or concentrating solar radiation for the purpose of converting any liquid to a gas used to fuel or propel an electrical generator.

[Added 3-15-2011 by Bill No. 11-2]

## **SOLAR ENERGY SYSTEM, LARGE**

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

[Added 3-15-2011 by Bill No. 11-2; amended 11-18-2014 by Bill No. 14-6]

## **SOLAR ENERGY SYSTEM, MEDIUM**

A ground-mounted solar energy system with a rated capacity greater than five kilowatts but less than two hundred kilowatts or a roof mounted solar energy system of any capacity in excess of five kilowatts and serving, or designed to serve, any agricultural, residential, commercial, institutional or industrial use on a single lot or parcel or group of adjacent lots or parcels.

[Added 3-15-2011 by Bill No. 11-2]

## **SOLAR ENERGY SYSTEM, SMALL**

A solar energy system with a rated capacity of five kilowatts or less and serving, or designed to serve, any agricultural, residential, commercial, institutional or industrial use on a single parcel or lot. Individual photovoltaic cells or small groups of such cells attached to and used to either directly power, or charge a battery which does so, an individual device such as a light fixture, fence charger, radio or water pump shall not be considered as a small energy power generation facility as defined herein and may be used in any zoning district without regard to lot or setback requirements.

[Added 3-15-2011 by Bill No. 11-2]

## **SOLAR ENERGY SYSTEM, UTILITY SCALE**

A ground-mounted solar energy system with a rated capacity in excess of two and one-half megawatts, the principal purpose of which is to provide electrical power for sale to the general power grid.

[Added 11-18-2014 by Bill No. 14-6]

## **TOTAL HEIGHT**

The vertical distance from the ground level to the tip of a wind generator blade at its highest point of rotation.

## **TOWER**

The vertical component of a wind energy conversion system that elevates the wind turbine generator and attached blades above the ground.

## **WIND ENERGY CONVERSION SYSTEM**

An electrical generating facility consisting of a wind turbine, generator and other accessory structures and buildings, electrical infrastructure and other appurtenant structures and facilities. For the purposes of this section, wind energy conversion systems shall be categorized as follows:

### **(1) SMALL WIND ENERGY CONVERSION SYSTEM**

A wind energy conversion system consisting of a single wind turbine, generators, a

## ITEM 12

tower and associated controls which has a total rated capacity of twenty kilowatts or less and designed to supplement other electricity sources to buildings or facilities wherein the power generated is used primarily for on-site consumption.

(2) **MEDIUM WIND ENERGY CONVERSION SYSTEM**

A wind energy conversion system consisting of one or more wind turbines, generators, towers and associated controls which have a total rated capacity of more than twenty kilowatts but not greater than one hundred kilowatts and designed to supplement other electricity sources to buildings or facilities wherein the power generated is used primarily for on-site consumption.

(3) **LARGE WIND ENERGY CONVERSION SYSTEM**

A wind energy conversion system consisting of one or more wind turbines, generators, towers and associated controls which have a total rated capacity of more than one hundred kilowatts and designed to provide electrical energy to the power grid as well as provide energy to the facilities wherein the system is located.

### WIND TURBINE

Any machine that converts the wind's kinetic energy into rotary mechanical energy.

(c) Wind energy conversion systems. Where wind energy conversion systems are allowed in accordance with the provisions of this section, the following regulations shall apply:

(1) Wind energy conversion systems shall only be allowed where specifically permitted and in strict conformance with the requirements as set forth herein. Notwithstanding the provisions of §§ ZS 1-116 and 1-117 hereof, there shall be no variances or adjustments permitted to the setback or lot requirements established herein for wind energy conversion systems.

(2) Minimum lot requirements shall be as follows:

A. Small wind energy conversion systems: Lot area, no minimum established but instead shall be a function of the minimum setbacks; minimum setbacks in the A, E, C, I and CM Districts, one and one-half times the total height of the system to all property lines, overhead power lines, and public rights-of-way, and in the V, R and RP Districts, two and one-half times the total height of the system to all property lines, overhead power lines, and public rights-of-way.

B. Medium wind energy conversion systems: Lot area, five acres; minimum setbacks in the A and I Districts, one and one-half times the total height of the system to all property lines, overhead power lines, and public rights-of-way, and in the E, C and CM Districts, two and one-half times the total height of the system to all property lines, overhead power lines, and public rights-of-way.

C. Large wind energy conversion systems: not permitted in any district.

(3) Anchor points for any guy wires supporting a wind energy conversion system shall be set back a minimum of twenty-five feet from all property lines.

(4) There shall be no more than one wind energy conversion system on any lot in any V, R or RP District and no more than two wind energy conversion systems on any lot in the A, E, C, I or CM Districts.

A. The Board of Zoning Appeals as a special exception may authorize greater than two wind energy conversion systems on any lot in an A District where the Board affirmatively finds that the additional wind energy conversion systems will not have a detrimental effect on the peaceful enjoyment of the surrounding properties.

(5) All wind energy conversion systems must be approved under an emerging technology program such as the California Energy Commission, International Electrotechnical Commission or any other wind energy certification program recognized by the American

## ITEM 12

Wind Energy Association or the United States Department of Energy. Home built, experimental and prototype wind energy conversion systems shall be allowed, provided their safety is certified by a professional engineer licensed in the State of Maryland.

- (6) All building permit applications for wind energy conversion systems shall be accompanied by standard drawings of the wind turbine structure, including the tower, base, footings, and any accessory structures. An engineering analysis, prepared by a licensed professional engineer, of the tower and its supporting systems demonstrating compliance with the most current edition of the International Building Code shall also be provided.
  - (7) All wind energy conversion systems shall be supplied with a redundant braking system to prevent overspeed rotation. The braking system shall include both aerodynamic overspeed controls, including variable pitch, tip brakes, and other similar systems, and a mechanical or electromechanical braking system. All mechanical brakes shall be operated in fail-safe mode. Passive stall regulation shall not be considered an approved braking system for overspeed protection.
  - (8) All electrical wires associated with a wind energy conversion system, other than those necessary to connect the wind generator to the tower wiring, the tower wiring to the disconnect or the junction box, or any required grounding wires, shall be located underground.
  - (9) Wind energy conversion systems shall not be artificially lighted. If the proposed system is in such a location or of such a height that the Federal Aviation Administration would require lighting, the system shall not be permitted.
  - (10) No part of any wind energy conversion system, including any guy wires supporting the system or the area swept by the rotors, shall be located upon, within or extend over a drainage, utility, access or other similar established easement. Systems or components thereof may be located within agricultural land preservation easements, provided all pertinent regulatory agencies agree to such location and use.
  - (11) Audible noise due to a wind energy conversion system's operations shall not exceed the background noise levels as measured at the property line of the site on which the system is located by more than five decibels as measured on the decibel scale using sound weighting filter A [commonly known as the "dB(A) scale"].
  - (12) The minimum distance between the ground and any part of the rotor blade for a small wind energy conversion system shall be twelve feet while for a medium wind energy conversion system it shall be thirty feet. Any tower climbing apparatus shall be at least twelve feet from the ground.
  - (13) Wind turbines shall be painted a nonreflective, nonobtrusive color.
  - (14) Where a wind energy conversion system has not generated any electricity for a period of twelve months or more, it shall be considered abandoned and, as such, shall be decommissioned and removed by the property owner. The decommissioning shall include removal of any wind turbine, its supporting tower or structure, buildings, cabling, electrical components, or any other part of the system that is at or aboveground level. The property owner shall be responsible for fully completing the decommissioning within ninety days of abandonment.
  - (15) Meteorological towers shall be subject to the same regulations and standards as a wind energy conversion system in the given zoning district.
- (d) Solar energy power system or heating equipment. Solar energy systems and solar energy heating equipment shall be permitted in any zoning district subject to the following conditions and limitations:  
[Amended 3-15-2011 by Bill No. 11-2]



## ITEM 12

- (1) Small and medium solar energy systems and solar energy heating equipment shall be permitted in all zoning districts subject to the following requirements:
  - A. Small solar energy systems or any solar energy heating equipment may be a part of or attached to a principal or accessory structure located on a site and shall be subject to the same setback and height limitations of said structure except as may be modified by § ZS 1-305(k)(1)D hereof. Where not a part of or attached to a principal or accessory structure, small solar energy systems and solar energy heating equipment shall be considered an accessory use on any lot or parcel of land and shall be subject to the setback and height limitations as contained in the particular zoning district for other customary accessory structures which are directly incidental to the permitted principal uses and structures on the site.
  - B. Medium solar energy systems may be attached to or a part of a principal or accessory structure located on a site or may be located as freestanding independent arrays, systems or structures. In all cases they shall be subject to the setback and height limitations for the principal structure.
  - C. All mechanical equipment associated with and necessary for the operation of the solar energy system shall not be located in the minimum front yard setback and shall be subject to the setback requirements for customary accessory structures in the zoning district.
  - D. All mechanical equipment shall be screened from any adjacent property which is in the R-1, R-2, R-3, R-4 or V-1 Districts or used for residential purposes. The screen shall consist of shrubbery, trees or other ornamental or natural vegetation sufficient to provide an immediate visual barrier to the equipment. In lieu of a vegetative screen a decorative fence may be used.
  - E. All solar panels shall be situated in such a manner as to prevent concentrated solar radiation or glare from being directed onto adjacent properties, roads, or public gathering places.
  - F. All power transmission lines for freestanding ground-mounted solar energy systems or pipes from solar energy heating equipment connecting freestanding systems to a building shall be located underground.
  - G. Signage or text on solar energy systems may be used to identify the manufacturer, equipment information, warning or ownership but shall not be used to display any commercial advertising message or anchor any streamers, balloons, flags, banners, ribbons, tinsel or other materials to attract attention.
  - H. Any ground-mounted system which has not produced any electricity for a period of twelve months or more or found to be unsafe by the Building Official shall be considered abandoned and, as such, shall be repaired or decommissioned and removed by the property owner. The decommissioning shall include the removal of the solar energy system and all equipment, electrical components, support structures, cabling, or any other part of the system that is at ground level or above. The property owner shall be responsible for completing the decommissioning within ninety days of abandonment.
  - I. All references herein to the rated capacity of solar systems or equipment are as stated in the manufacturer's maximum power rating for the solar panel system as direct current (DC) wattage under Standard Test Conditions (STC) of 1,000 W/m<sup>2</sup> of solar irradiance and 25°C PV module temperature.  
[Added 11-18-2014 by Bill No. 14-6]
- (2) Large solar energy systems may be located in the A-1, A-2, I-1 and I-2 Districts with a minimum lot area of twenty acres. Such systems may also be located in the E-1, V-1, C-1,

## ITEM 12

C-2 and C-3 Districts with a minimum lot area of thirty acres which in no case may be reduced by action of the Board of Zoning Appeals notwithstanding the provisions of § ZS 1-116(c)(4). All large solar energy systems shall be set back a minimum of one hundred feet from all property lines for sites in the E-1, V-1, C-1, C-2 and C-3 Districts and a minimum of fifty feet from all property lines for sites in the A-1, A-2, I-1 and I-2 Districts. All large solar energy systems shall provide a vegetated buffer at least six feet in width if solar panels are located within five hundred feet of any property zoned or used for residential purposes, said buffer to be located within the required yard setback adjoining such residential use or zoning district. Furthermore, all large solar energy systems shall be reviewed and processed as a major site plan in accordance with the provisions of § ZS 1-325 hereof.

[Amended 7-19-2011 by Bill No. 11-3; 11-18-2014 by Bill No. 14-6]

- (3) Utility scale solar energy systems may be located in the A-1, A-2, E-1, V-1, C-1, C-2, C-3, I-1 and I-2 Districts with a minimum lot area of fifty acres which in no case may be reduced by action of the Board of Zoning Appeals notwithstanding the provisions of § ZS 1-116(c)(4). Furthermore, all approvals of utility scale solar energy systems shall be in accordance with a two-step approval process. The first step must be completed in its entirety, including the obtaining of all necessary approvals, prior to proceeding to the second step.

[Added 11-18-2014 by Bill No. 14-6]

A. Step I concept plan approval. In this step the applicant shall submit adequate plans and documents to sufficiently address the required elements of review by the Technical Review Committee, Planning Commission and County Commissioners. This submission shall constitute the application for a utility scale solar energy system.

1. The concept plan shall include at a minimum the following:
  - (i) A sketch plan at a readable scale with contours shown at two-foot intervals, all existing and man-made features, existing zoning, a vicinity map, flood zone designation, and the boundary of the Chesapeake or Atlantic Coastal Bays Critical Area and designation if applicable.
  - (ii) A preliminary designation of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, and a forest stand delineation showing any existing significant trees.
  - (iii) A preliminary delineation of the area proposed to be disturbed by the construction of the solar energy system and a schematic plan generally identifying the existing and proposed drainage patterns for the site and potential stormwater management treatment measures.
  - (iv) A written narrative outlining the need and benefits of the proposed facility, the anticipated life of the facility, and proposed measures and financial sureties for decommissioning the facility at the end of its useful life.
  - (v) An operations and maintenance plan which includes measures to limit unauthorized access to the facility and minimize environmental impacts from cleaning and maintaining the facility, general operational parameters, and emergency operations and shutdown procedures.
  - (vi) A description of the type, size, amount, height and area occupied by the various components of the solar energy system and conceptual elevation drawings of any proposed buildings.
  - (vii) Where potable water and wastewater treatment is required, a preliminary feasibility analysis of wastewater disposal capabilities and potable water production.

## ITEM 12

- (viii) Such other information as the Technical Review Committee, Planning Commission or County Commissioners may reasonably require to fully evaluate the proposal.
2. The Technical Review Committee shall meet with the applicants to review the concept plan and written information. The Technical Review Committee may request additional information from the applicant, including studies or reports, and may require changes or make suggestions to the applicant with regard to the application and its conformance with other sections of the Zoning and Subdivision Control Article and other pertinent laws and programs. Subsequent to the meeting, the Technical Review Committee shall prepare a report to the Planning Commission of its findings and recommendations, a copy of which shall also be supplied to the applicant. The Technical Review Committee shall review the applicant's submission and present its report to the Planning Commission within ninety days of the applicant's submission of a complete application, unless extended by the Planning Commission.
  3. The Planning Commission shall then meet with the applicant to review the submission and the report of the Technical Review Committee. The Planning Commission shall produce findings with regard to the application's consistency with the Comprehensive Plan, the terms of the Zoning and Subdivision Control Article, and any other laws or programs that may apply to the application. The Planning Commission shall also make a recommendation to the County Commissioners as to approval or disapproval of the application which may address the items contained in the Technical Review Committee Report and other such areas as it may deem appropriate. The Planning Commission shall submit its report and recommendation within ninety days of its receipt of the Technical Review Committee Report, unless extended by the County Commissioners.
  4. The County Commissioners shall consider the application and recommendation of the Planning Commission and hold a public hearing within ninety days of receipt of the Planning Commission's report and recommendation, unless extended by a majority vote of the County Commissioners. The hearing shall have the same procedural formalities as a map amendment as described in § ZS 1-113 hereof. Notice of the public hearing shall be as required in § ZS 1-114 hereof. The County Commissioners shall review the application and the Technical Review Committee and Planning Commission reports and recommendations and shall, following the public hearing, approve or disapprove the application. The County Commissioners may require independent reports by consultants at the expense of the applicant prior to making a determination with regard to the application. Failure of the County Commissioners to reach a formal decision on the application within six months of the public hearing shall constitute a denial of the application. In granting an approval the County Commissioners may impose any conditions they see fit in order to protect the health, safety and welfare of the adjoining property owners or public at large. Any conditions so established shall run with the land and shall be fully enforceable upon any subsequent owners, tenants or occupants of the property. Any approval by the County Commissioners must be unconditionally accepted by the applicant and property owner in writing within ninety days of approval by the County Commissioners. Failure to accept the approval and conditions shall be considered a rejection and abandonment of the approval by the applicant and therefore the approval shall be null and void and of no effect whatsoever.
- B. Step II master site plan approval. Upon completion of Step I the project shall be reviewed and processed as a major site plan in accordance with the provisions of § ZS 1-325 hereof.

# ITEM 12



- NOTES:**
- THE BASE MAP HAS BEEN CREATED USING AERIAL PHOTOGRAPHY, EXISTING TOPOGRAPHY, AND PROPERTY LINES OBTAINED FROM WORCESTER COUNTY MARYLAND DE MAPS AND RECORDS. THIS BASE MAP DOES NOT REPRESENT AN ACTUAL FIELD SURVEY AND PROPERTY LINES ARE TO BE FIELD VERIFIED BY OTHERS.
  - WETLANDS AND OTHER SURFACE WATERS WERE DELINEATED BY ARM GROUP LLC ON MAY 10, 2023.
  - FOREST STAND DELINEATION WAS CONDUCTED BY ARM GROUP LLC ON MAY 10, 2023.
  - PHASE 1 ENVIRONMENTAL SITE ASSESSMENT (ESA) WAS CONDUCTED BY ARM GROUP LLC ON APRIL 28, 2023.
  - SOIL BOUNDARIES OBTAINED FROM THE MDCS WEB SOIL SURVEY.
  - ALL LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE IN FUTURE ITERATIONS OF THE SITE LAYOUT.
  - THIS PLAN IS IN THE MARYLAND STATE PLANE, NORTH AMERICAN DATUM 1983 (NAD83) COORDINATE SYSTEM.
  - ALL DIMENSIONS TO BE CONFIRMED ON-SITE PRIOR TO CONSTRUCTION.
  - ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE SPECIFIED.
  - UTILITY SCALE SOLAR ENERGY SYSTEMS ARE PERMITTED IN A-1 AGRICULTURAL DISTRICT PER WORCESTER COUNTY ZONING AND SUBDIVISION SUBJECT TO ZS 15M(4)(2).
  - SETBACKS SHALL BE A MINIMUM 50 FEET FROM ALL PROPERTY LINES AND 100 FEET FROM HIGHWAYS. BE PROVIDED PER WORCESTER COUNTY ZONING AND SUBDIVISION SUBJECT TO ZS 15M(4)(2).
  - CHESTERNAPE AND ATLANTIC COASTAL BAY CRITICAL AREAS ARE NOT LOCATED WITHIN THE PROPERTY VICINITY.
  - SOLAR ENERGY SYSTEM IS AN UNMANNED FACILITY AND WILL NOT REQUIRE WATER OR OVERHEAD FACILITIES.
  - ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP PANEL NO. 240470099H, EFFECTIVE ON 07/08/2019, THE PROJECT IS LOCATED ENTIRELY OUT OF THE 100-YEAR FLOODPLAIN OF CAMPBOND BRANCH.

**LEGEND**

NOTE: LEGEND IS TYPICAL, NOT ALL OBJECTS IN LEGEND APPEAR IN PLAN.

20	EXISTING CONTOURS
[Green Dotted Area]	DELINEATED WETLANDS
[Green Dotted Area]	NATIONAL WETLAND INVENTORY (NWI) FEATURE
---	PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	PROPERTY LINE SETBACK
---	LOCAL HISTORIC PROPERTY
---	EXISTING RAILROAD
---	EXISTING OVERHEAD ELECTRIC LINE
---	EXISTING MAPPED WATERCOURSE
---	EXISTING VERIFIED STREAM
---	EXISTING 100-YR FEMA FLOODPLAIN
---	EXISTING DRAINAGE FEATURE
---	EXISTING SOIL BOUNDARY AND DESCRIPTOR
---	PROPOSED CONDUITS
---	PROPOSED SECURITY FENCE
---	PROPOSED LIMIT OF DISTURBANCE
---	PROPOSED UNDERGROUND ELECTRIC LINE
---	PROPOSED OVERHEAD ELECTRIC LINE
---	PROPOSED ACCESS ROAD/EQUIPMENT PAD
[Green Circle]	PROPOSED SOLAR MODULES
[Green Circle]	PROPOSED VEGETATED BUFFER
[Green Circle]	PROPOSED INFILTRATION BERM

ARM Group LLC  
Engineers and Scientists  
www.armgroup.net

DATE	DESCRIPTION	BY	CHECKED
06/16/2023	ISSUED FOR THE PERMIT	ARM	ARM

PROPOSED SITE CONDITIONS & SWM PLAN  
CONCEPT SITE DEVELOPMENT PLAN

SNOW HILL  
SNOW SOLAR PROJECT  
CHABERTON SOLAR SNOW LLC  
WORCESTER COUNTY, MARYLAND

Scale: 1" = 200'

DATE: 06/16/2023

PROJECT: 23010093

Sheet 3

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Worcester County Department of Environmental Programs  
Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863  
Tel: (410) 632-1220 | Fax: (410) 632-2012

## Memorandum

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

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

A handwritten signature in blue ink, appearing to be "R. Mitchell", written over the name in the "From" field.

**Subject:** Ocean City Inlet  
Additional Correspondence

**Date:** 9/11/23

---

During the recent summer MACo Convention, we utilized the opportunity to raise the urgency of the Ocean City Inlet issue with State and Federal officials who have committed to assisting with both the short and long-term solutions and keeping the pressure on the Army Corps of Engineers. One of the trips was solely dedicated to bringing local captains and officials in contact with Congressman Harris so he could hear firsthand what is needed to keep this important channel open with navigable depths maintained for our commercial and recreational fishing fleets. While the Congressman is well acquainted with the matter, this was also an important chance to review the recent Corps decision on a constructed solution for the inlet and our urgent need for implementation of short-term solutions to address the inlet shoaling.

The availability of navigation maintenance funding for the Ocean City Inlet has not been enough to keep the inlet channel at its authorized depth. Coupled with an underfunded effort for the Assateague Island Long Term Sand Management Project (LTSM), the end result is that not enough material removal is being completed in the right places, at the right pace, to consistently keep this channel clear. This lack of coordinated action is being overwhelmed by the current rate of sediment transport around the inlet. The Corps presentation in June confirmed that inaction when Mr. Bierly said there have been "profound" changes to the north end of Assateague Island over the years which contributing to a worsening condition in the inlet. While material comes in and out of the inlet, it also comes across the back bays and the northern part of the island is slowed being cleaved off into the inlet and causing major problems in that concentrated area around buoys 11 and 12. We have been confronted with changing dynamic in the inlet since Sandy in 2013 and yet the Corps have almost halved their removal volume since that time.

Realizing that budgetary and project support are needed at the federal level to push the Corps on actions that adequately address these conditions, we respectfully request approval to send the attached letter to advocate for important short-term measures needed for the Ocean City Inlet. I have taken the liberty of attaching a prepared letter that expresses our request for full funding for the Corps and National Park Service for the inlet LTSM project, a re-review of the repairs rejected for the south jetty, and a review of the short-term actions that could result in removal of additional materials from the right area, at the correct pace, to address our shoaling issues.

Should you have any questions, please do not hesitate to contact me.

Attachment

September , 2023 DRAFT

Congressman Andy Harris, M.D.  
Washington DC Office  
1536 Longworth House Office Building  
Washington, MD 20515

RE: Ocean City Inlet

Dear Congressman Harris-

The Worcester County Commissioners are very appreciative that you took the time during the summer MACo Convention to tour the inlet and hear from local officials and boat captains detailing the impacts they are experiencing navigating the channel. Maintaining the Ocean City Inlet for safe passage for the commercial fishing fleet and a substantial number of recreational vessels is vital to the economy of the area and safety during severe storms.

The US Army Corps of Engineers (Corps) agreed to evaluate sediment transport in the inlet and recommend options for addressing the shoaling. After years of public meetings, planning sessions, modeling, and design work, they concluded in March of 2023 their proposed solution did not meet their net economic benefit targets and they would not go forward with constructed improvements. The Corps has instead offered to consider additional maintenance dredging when possible, but they concede they cannot keep up with only two old hopper dredges at their disposal, which are often in need of repair and could be re-tasked for emergency deployments in other regions making them unavailable when needed. Taking all of this into consideration, with the knowledge that you are intimately aware of the tremendous negative economic, environmental, and safety impacts of increased shoaling on Ocean City and the surrounding region, we are requesting your support in imploring the Corps to consider feasible, lower-cost solutions to address this issue.

Many of the improvements and actions over the last couple decades reference recommendations from the Corps 1998 *Ocean City, Maryland, and Vicinity, Water Resources Study, Feasibility Report and Integrated Environmental Impact Statement (OCWR Study)*. The OCWR study recommended numerous projects, including long-term sand management for the northern portion (ocean surf zone) of Assateague Island, ecosystem restoration projects in the coastal bays, and navigational improvements. The recommended navigational improvements were not constructed because of nationwide shortfalls in Continuing Authorities Plan (CAP) funds and then more recently because of the unavailability of local sponsor funds. The Corps Long-Term Sand Management (LTSM) Project for Assateague Island, cost-shared with the National Park Service (NPS), was implemented in 2004. The project dredges sand from multiple sources, including the Ocean City Inlet, to compensate for sediment starvation at Assateague Island caused by installed jetties at the inlet. The project is anticipated to continue through the year 2029, and is expected to continue after that date with NPS currently working to re-authorize the project.

We have not been not idle at the local level. In May 2015, and again in November 2017, the Corps received a joint letter of request from the Maryland Department of Natural Resources (MD DNR), Worcester County, MD, and Town of Ocean City, MD, to restart the study relative to the recommended deepening of the Ocean City harbor and inlet as per the June 1998 OCWR report. In February 2018, the Corps signed a Project Partnership Agreement with MD DNR and Worcester County to implement a

project to manage shoaling in the Ocean City Inlet. Inlet channel shoaling at the harbor mouth affects the efficient operation of the navigation channel and impacts boating operations by increasing the occurrence of vessel damages, maintenance costs, tide-waiting delays, and fuel costs, as controlling depths in the channel become shallower in between maintenance dredging cycles. Due to constrained funding, priority for Corps maintenance dredging is given to harbors with higher ship traffic (freight tonnage) elsewhere. Worcester County is not alone as many coastal inlets exposed to the Atlantic Ocean experience frequent and less-predictable shoaling as a result of environmental conditions. These ocean inlets typically require multiple dredge visits each year to maintain the authorized depth. The dynamics of sediment movement and the sources of that material have notably changed in the Ocean City Inlet since Hurricane Sandy in 2013. These changes have also been acknowledged by the Corps and have been taken into account in their modeling and design work to date.

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 and 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 are experiencing time and time again larger commercial and recreational fishing boats running aground within the inlet resulting in damages and lost time. Consistent with the recommendations of the OCWR study findings, the purpose of the proposed action is to improve navigable conditions within the Ocean City Inlet channel.

To keep up with the current pace of accretion of sediment within the inlet, there are several actions that should be seriously examined by the Corps:

1. Dredging of the Ocean City Inlet to the depths recommended in the OCWR study to dredge the Ocean City harbor channel to a depth of 14 feet Mean Lower Low Water (MLLW) and the inlet channel to a depth of 16 ft MLLW. Since the Corps hydraulic dredges cannot keep up or will not be available to remove these materials, consideration of a marine contractor to do this work should be part of the project. There should also be work between the Corps and NPS to approve the use of hydraulic dredging for this project and placement of the material on Assateague Island.
2. Removal of inlet sediment needs to be increased under the LTSM project with adequate funding levels that will facilitate removal of the necessary volumes of materials on their visits. The Corps has sourced materials from areas that are not causing navigational hazards because they are the easiest to reach and deposit on the island. The priority areas should be buoys 11 and 12 and the navigation channel supplemented by local reporting on current conditions. We have experienced a dramatic reduction of federal funding and material removal from the inlet under the LTSM project at the same time more sediment is being deposited within the channel. This funding should be restored and if it cannot be restored, the Corps should remove materials using a marine contractor.
3. Reconsideration of constructed improvements to the south jetty at the northern tip of Assateague Island by the Corps. There has been substantial disruption around the three breakwaters that were originally placed on the northern tip of the island in an attempt to stabilize it and reduce future erosion. The gap between the three breakwaters has eroded to the point where the shoreline on which it sat has completely washed away, leaving the stone breakwater sitting out in the bay surrounded by water. This has calved off the northwest corner of the island for distribution within the inlet channel, most notably around buoys 11 and 12. The Corps should reexamine this project and find a way to construct improvements that meet their economic objectives, taking into account the considerable local economic activities impacted by inaction on a long-term structural solution they concede will improve the navigational reliability of the inlet channel.

Thank you for your consideration of this request and we very much appreciate your time and efforts on our behalf in this matter. If you should have any questions, please feel free to contact either me or Weston S. Young, Chief Administrative Officer, at this office.

Sincerely,

Anthony W. Bertino, Jr.  
President

cc: Senator Mary Beth Carozza  
Delegate Wayne Hartman  
Delegate Charles J. Otto  
Mayor Meehan, Town of Ocean City

DRAFT





Worcester County Administration

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

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Candace Savage, Deputy Chief Administrative Officer  
DATE: September 13, 2023  
SUBJECT: MDOT's CTP Tour

---

The Maryland Department of Transportation has requested to present its annual Consolidated Transportation Plan (CTP) update to the County.

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



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

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

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

**MEMORANDUM**

**TO:** Weston S. Young P.E., Chief Administrative Officer  
 Candace Savage, CGFM, Deputy Chief Administrative Officer  
**FROM:** Christopher S. Clasing, P.E., Deputy Director *chs cy*  
**DATE:** September 11, 2023  
**SUBJECT:** Newark Water Tower Cellular Antenna Mounting Space Lease Agreement  
 Approval Request

Public Works is requesting Commissioner approval of the attached Cellular Antenna Mounting Space Lease agreement for cellular antennae on the Newark Water Tower. In June 2022, the Commissioners adopted the Cellular Site Approval Process which was put in place to help standardize the approval process for cellular providers to lease space on County-owned water towers for mounting of cellular equipment. Public Works staff has been working through this process for the past year with T-Mobile for a space lease on the Newark Water Tower. Beginning on the agreement commencement date of March 1<sup>st</sup>, 2024, the Newark Service Area stands to make \$4,000.00 per month from T-Mobile to be specifically set aside for future water tower maintenance projects.

Public Works staff and County Legal have reviewed the lease agreement and find it acceptable. The finalized construction drawings, which were reviewed by Public Works staff and a third-party engineering firm, are completed and have been found to be acceptable. Per this plan, T-Mobile proposes to place a total of 10 antennae on the tower with no adverse impact to County infrastructure.

If the lease agreements are approved by the Commissioners, T-Mobile will submit permits to the Department of Development, Review, and Permitting to get the project underway. Upon obtaining the necessary permits, Public Works will contract (at the expense of T-Mobile) with a third-party inspector to verify the construction installation process as outlined in the agreement.

Please let me know if there are any questions.

Attachments

cc: Dallas Baker Jr., P.E., Director  
 Roscoe Leslie, County Attorney  
 Tony Fascelli, Water and Wastewater Superintendent

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**ANTENNA MOUNTING SPACE LEASE AGREEMENT**

This Antenna Mounting Space Lease (the “Lease Agreement”), made on \_\_\_\_\_, 2023, is between the County Commissioners of Worcester County, Maryland (“Lessor”), and T-Mobile Northeast LLC, a Delaware limited liability company (“Lessee”).

**Recitals**

- A. The Lessee is in need of antenna mounting space at a location at which the Lessor owns a water tank, known and designated as the **Water Tank** located at 7210 Mill Street, Newark, MD 21841 (“Water Tank”), said property being more particularly identified as Mill Street Water Tank; and
- B. The Lessor has identified antenna mounting space on the Water Tank and is willing to lease said space to the Lessee; and
- C. The Lessor has determined that leasing antenna mounting space to users who will not interfere with the Lessor’s communications systems will benefit the public and the Lessor by minimizing the number of telecommunications facilities erected in Worcester County; and
- D. The Lessee is willing to give assurances that its use of the leased antenna mounting space will not interfere with the Lessor’s communications systems.

**Terms**

**The Parties agree as follows:**

**1. PREMISES:**

- (A) The Lessor leases to the Lessee that specific land area and antenna mounting space, as more particularly described in the Site Utilization Plan (also known as the Lease Exhibits), attached hereto as Exhibit A, which is located on or near the Water Tank (“Premises”), for the term, at the rent, and upon all of the conditions set forth.
- (B) By taking possession of the Premises, the Lessee accepts them in the condition in which they may then be and waives any right or claim against the Lessor arising out of the current condition of the Premises, including the improvements thereon, the appurtenances thereto, and the equipment thereof.

**2. TERM:**

- (A) The term of this Lease Agreement shall be for a period of 5 years and shall commence (“Commencement Date”) on the earlier of (i) 03/01/2024,
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or (ii) the first day of the month in which Lessee commences installation of Lessee's Equipment (defined below) at the Premises and shall terminate on the date that is 5 years thereafter. This term and any renewal terms are collectively referred to herein as the "Term". If the Commencement Date is determined based on Section 2(A)(ii) [i.e., determined based on commencement], then the Lessor and Lessee shall acknowledge such Commencement Date in writing (the "Commencement Date Acknowledgement") promptly after such date occurs.

- (B) The Lessee shall have the option to extend this Lease Agreement for 5 additional 5 year Terms by giving the Lessor written notice of its intention to do so at least 6 months prior to the end of the then current Term; provided, however, that the Lessee at and up to the time of said renewal has fully and completely complied with all terms and conditions of this Lease Agreement as determined by the Lessor in its reasonable discretion.

**RENT:**

**3.**

- (A) The Lessee shall pay to the Lessor the sum of 48,000 (\$4,000 per month) for the 12-month period, beginning on the Commencement Date. For each subsequent 12-month period remaining in any Term of this Lease Agreement, rent shall be paid in an amount as calculated in Paragraph 3(B) of this Lease Agreement. All payments by the Lessee to the Lessor under Paragraph 3 of this Lease Agreement shall be referred to herein as "Rent." Rent shall be paid in advance in equal monthly installments on the first day of each month, except that the first payment of Rent shall be made within 45 days after Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Lessee shall send to the Lessor the rental payments for January 1 and February 1 by February 15. Rent shall be made payable to the Lessor Department of Finance or to such other person, in such other form, or to such other place as the Lessor may, from time to time, designate in writing at least 30 days in advance of any Rent due date.

- (B) The annual rent shall increase on each anniversary of the Commencement Date by two percent over the previous year, rounded up to the nearest whole dollar, during the initial term and any extension terms.

**4. INSPECTION FEE:** This Lease Agreement is conditioned upon the Lessee paying to the Lessor a one-time inspection fee of \$5,000.00 as payment for any inspections and preparation of the site by the Lessor when this Lease Agreement

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has been signed by the Lessee and is presented to the Lessor for signatures. Such inspection fee shall be delivered to: Attn: Director of Public Works, Department of Public Works, 6113 Timmons Rd, Snow Hill, Maryland 21863.

**5. USE OF PREMISES:**

- (A) The Lessee agrees to use the Premises solely for the purposes of construction, erection, reconstruction, operation, maintenance, repair, and removal of a communications facility per the equipment and area as approved in the lease exhibits (collectively “Permitted Use”). All structures and equipment intended to be used on the Premises and the frequencies of operation of such equipment are set forth in detail in Exhibit B also known as manufacturer’s equipment information (collectively, including approved modifications and additions, “Lessee’s Equipment”).
- (B) The Lessor, through the Department of Public Works reserves the right to approve all construction methods, materials, arrangement and restorations prior to placing the Lessee’s Equipment into operation.
- (C) The Lessee agrees that its use of the Premises shall not interfere in any way, including through radio frequency interference, with any operations of the Lessor or the Lessor’s existing tenants (collectively, “Lessor’s Operation”). In the event that the Lessor believes, in the Lessor’s sole judgment and opinion, that Lessee is causing any interference with the Lessor’s Operations, the Lessor shall give oral notice by phoning 877 611-5868 and written notice of the interference to the Lessee. Immediately upon receiving notice of the interference, the Lessee shall dispatch authorized representatives to inspect and test the Lessee’s Equipment. The Lessor may perform, or cause to be performed, a technical evaluation to determine the cause of interference. The Lessor shall not, as a part of a technical evaluation, disconnect, terminate, or interrupt the electrical service to the Lessee’s Equipment during the 3 hours immediately after giving notice of the interference. If during the 12 hours after the initial notice of the interference the Lessor determines after considering the results of any inspections or tests performed by the Lessee or any technical evaluations performed by the Lessor, that the Lessee is causing interference to the Lessor’s Operation, the Lessor shall notify the Lessee of the Lessor’s determination, and the Lessee shall immediately cease interfering with the Lessor’s Operation. In any event, if the Lessee fails to cease its interference with the Lessor’s Operation within 12 hours of the initial notice of interference from the Lessor, the Lessor shall have the right to take whatever steps it deems necessary, in its sole judgment and discretion, to remedy the interference.
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**(D)** For a period of 30 calendar days after the Lessor determines that the Lessee caused interference and that the interference was not remedied within 12 hours of the initial notice as required, the Lessee may request to remain on the Premises and perform intermittent testing of potential cures during hours specified by the Lessor. At the completion of 30 calendar days after the Lessor determines that the Lessee caused interference, the Lessee shall provide the Lessor a report of the Lessee's actions and proof that the Lessee is no longer the cause of interference.

**(E)** Except for costs to repair or replace Lessee's equipment damaged by the Lessor in connection with its negligence acts, if the Lessor takes action pursuant to and in accordance with this Paragraph, the Lessee shall not be entitled to recover any damages or losses from the Lessor, including lost profits and any incidental, consequential, or other damages to the Lessee.

**(F)** Lessee acknowledges to and consents to Lessor allowing other carriers on the Water Tank.

**6. INTERMODULATION STUDY:** Prior to the completion of the installation of the Lessee's Equipment facilities, Lessee shall obtain and provide to Lessor, at Lessee's expense, an intermodulation study indicating that the operation of the Lessee's wireless communication facilities, of which the Lessee's Equipment facilities are a part, will not interfere with any nearby Lessor facilities or other facilities in place prior to Lessee's Equipment facilities.

**7. INDEMNIFICATION:**

**(A)** Lessee accepts the Premises in their present condition. To the extent permitted by law, existing appropriations and available insurance coverage, Lessee agrees to indemnify Lessor, its officers, agents, servants, employees, and assigns, for any and all suits, claims, demands, liabilities, damages, costs, and reasonable expenses (including legal fees), arising from the installation, use, maintenance, repair, and removal of Lessee's Equipment facilities, except Lessee shall not indemnify Lessor, its officers, agents, employees, contractors and subcontractors from any suit, claim, demand etc., arising out of a duty to act, negligence or willful misconduct of Lessor, its officers, agents, employees, contractors or subcontractors.

**(B)** To the extent permitted by law, existing appropriations and available insurance coverage, Lessee further agrees to defend any suits, claims, demands, actions, or proceedings brought against Lessor based upon any such injury, death, loss, damage, from any and all fines and/or citations from any local, state, or federal agency as a result of any violation of any

laws, rules, or regulations of any local, state or federal agency, caused by Lessee in its use of the Premises for the installation, operation or maintenance of its equipment. Lessee's indemnification hereunder shall be limited to the proportion of any allocable share of any joint negligence or willful misconduct, except Lessee shall not indemnify Lessor, its officers, agents, employees, contractors and subcontractors from any suit, claim, demand, etc., arising out of a duty to act, negligence or willful misconduct of Lessor, its officers, agents, employees, contractors or subcontractors.

**(C)** Lessor warrants that Premises meets all Federal, State and local laws and regulations. Lessor agrees to assume all risks of injury or death to its employees or workmen from any causes whatever. Lessor further agrees to indemnify the Lessee, its officers, agents, servants, employees, assigns, contractors, and subcontractors from any and all suits, claims, demands, liability, damage, and cost or expense in respect to any and all loss of life or injury or damage to person or property of any person, firm, or corporation (including the parties hereto, their officers, agents, servants, employees, contractors and subcontractors) sustained in any manner and arising out of activities of the Lessor, its agents, employees, contractors, and subcontractors. Lessor further agrees to indemnify the Lessee, its officers, agents, servants, employees, assigns, contractors and subcontractors from any and all fines and/or citations from any local, state, or federal agency as a result of violation of any laws, rules, or regulations of such agencies arising out of the activities of the Lessor, its agents, servants, employees, contractors, or subcontractors sustained while in or about the Premises. Notwithstanding anything to the contrary contained herein, Lessor shall not indemnify Lessee, its officers, agents, employees, contractors and subcontractors from any suit, claim, demand, etc., arising out of the negligence or willful misconduct of Lessee, its officers, agents, employees, contractors or subcontractors.

**8. INSTALLATION:**

- (A)** The Lessee's Equipment shall not be installed without prior written approval of the Lessor.
- (B)** Prior to the Commencement Date of this Lease Agreement, with prior notice to the Lessor, the Lessee shall have access to the Premises at such times as the Lessor and the Lessee mutually agree for the purposes of undertaking any necessary tests, studies, and inspections relating to the Lessee's Permitted Use of the Premises and at such times as the Lessor and the Lessee mutually agree.

- (C)** In the event the Lessee is unable to utilize the Premises for the purpose stated herein, and terminates this Lease Agreement in accordance herewith, the Lessee agrees that it shall restore portions of the Premises that have been damaged, modified, or altered by or on behalf of the Lessee as nearly as possible to their original condition.
- (D)** The Lessee shall submit to the Lessor for the Lessor's written approval detailed plans (as the "Construction Drawings") for site utilization for the Lessee's Equipment. No installation shall commence until the Lessor has approved the plans. Once the Construction Drawings are approved, no changes or modifications may be made without prior Lessor approval. The Lessor reserves the right to reject any proposed change or modification for any reason. The Lessee shall pay for all costs and expense relating to the installation of the Lessee's Equipment. The Lessee shall pay for all damage caused by its installation or removal of the Lessee's Equipment, including, without limitation, relining or recoating of Water Tank required as a result of damage caused by the installation or removal of Lessee's Equipment.
- (E)** The Lessee shall, at its sole cost and expense, obtain all Federal, State, County and other permits and authorizations required to construct, operate, or otherwise implement its use of the Premises and Lessee's Equipment, including but not limited to, any variance, special exception, or zoning certificates. The Lessee shall provide the Lessor with copies of all permits and authorizations, and no installations or other work will be performed by the Lessee until such permits and authorizations are submitted to the Lessor.
- (F)** All construction must be completed within 6 months after execution of the Lease Agreement. The Lessor reserves the right to approve all construction methods, materials, arrangement and restorations prior to placing the Lessee's Equipment into operation. If the construction is not completed within 6 months of the Lessor's approval, the Lessor shall have the right to terminate this Lease Agreement, and the Lessee shall remain liable for all sums due under this Lease Agreement through the date of termination and shall forfeit all fees paid to the Lessor under this Lease Agreement.
- (G)** The Lessor must approve the persons or entities chosen by the Lessee to install, maintain, and operate the Lessee's Equipment and that said installation, maintenance, and operation will in no way damage or interfere with the Lessor's Operation, including use of the Water Tank. The Lessee shall install only such of the Lessee's Equipment that has been approved by
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the Lessor, except for changes or modifications made solely within the Lessee's equipment shelter.

- (H) No installation on the Water Tank shall be undertaken by the Lessee at any time without the prior written consent and approval of the Lessor, except for modifications made solely within the Lessee's equipment shelter.
- (I) This Lease Agreement is conditioned upon the Lessee delivering to the Lessor a Letter of Credit or a Surety Bond in the amount of \$50,000.00 as security for removal of any of the Lessee's Equipment left by the Lessee and any necessary repairs or maintenance following termination of this Lease Agreement when this Lease Agreement has been signed by the Lessee and is presented to the Lessor for signatures. Such Letter of Credit or Surety Bond shall be delivered to: Attn: Director of Public Works, Department of Public Works, 6113 Timmons Rd, Snow Hill, Maryland 21863. Should the Lessee fulfill the terms of this Lease Agreement as to removal of Lessee's Equipment and necessary repairs and maintenance following termination of this Lease Agreement, then the Letter of Credit or Surety Bond shall be returned to the Lessee.
- (J) In the event that any of the Lessee's Equipment is not approved for installation and, as a result of such disapproval, the Lessee is unable to use the Premises for the Permitted Use, the Lessee may elect to terminate this Lease Agreement in accordance with the terms of this Lease Agreement.
- (K) No materials or techniques shall be used which will cause corrosion or rust or deterioration of the Water Tank structure or its appurtenances.
- (L) At the Lessor's discretion, all installation, repair, maintenance, or other activities of the Lessee requiring access to the Water Tank structure shall be performed in the presence of and shall be subject to the direct inspection of a designated employee or agent of the Lessor. Such representative of the Lessor shall have the authority to direct any employee or agent of the Lessee who is working on the Water Tank to cease any activity when such direction is necessary to protect the Lessor property or the Lessor's Operation.
- (M) The Lessee shall perform all work in a good and workmanlike manner, and in such a manner as to not interfere with any aspect of Lessor property or the Lessor's Operation.

**9. MAINTENANCE AND NORMAL OPERATIONS:**

- (A)** The Lessee shall have access to the Water Tank only under the terms and conditions set forth in this Lease Agreement. The Lessee shall notify the Department of Public Works as identified in Paragraph 27 of this Lease Agreement, of its desire and intention to perform any non-emergency maintenance on the Lessee's Equipment which requires access to the Water Tank at least 36 hours before such work commences. Should the Lessee require immediate access to the Water Tank for emergency repairs, the Lessee shall secure permission from the Lessor's Department of Public Works representative as identified in this Lease Agreement.
- (B)** The Lessee shall maintain the Lessee's Equipment in proper operating condition and maintain the site in satisfactory condition as to appearance and safety. The Lessee shall inspect the Lessee's Equipment which is attached to the Water Tank on a regular basis, but in no event less than annually, and shall submit a written statement of its findings to the Lessor.
- (C)** No changes or modifications from the approved Lease Exhibits or Construction Drawings may be made without prior Lessor approval. The Lessor reserves the right to reject any proposed change or modification for any reason.
- (D)** The Lessee shall be responsible for the removal of the Lessee's Equipment at any time requested by the Lessor to allow the Lessor to perform maintenance on the Water Tank. The Lessor shall give the Lessee at least 90 days prior written notice of when the maintenance will begin. The Lessee acknowledges that it understands that the Lessor cannot indicate in advance the exact length of any maintenance period and that a maintenance period may be in excess of 120 days. The Lessor shall not be responsible for any relocating of the Lessee's Equipment, including securing a temporary location, obtaining all permits and other required approvals, and protecting and relocating Lessee's Equipment during any maintenance period. In the event the Lessee wants to install a temporary communications site on the Water Tank property for the duration of the maintenance work, the Lessee must obtain approval from the Lessor for its use and location. An approved temporary communications site, also referred to as a cell on wheels or COW, is a portable cell site that consists of a cellular antenna tower and electronic radio transceiver equipment on a truck to trailer. The Lessor reserves the right to deny approval of a COW if it unreasonably interferes with the Lessor's use of or access to the property.
- (E)** It is the responsibility of the Lessee to maintain the leased Premises. Landscaping may be required at the discretion of the Lessor.
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**(F)** Lessee's Equipment must meet the noise requirements of the Lessor. Upon written notice from the Lessor that any of Lessee's Equipment emits noises that cause a conflict between the Lessor and neighboring landowners or that violate Lessor law, the Lessee shall take all steps necessary to correct and reduce the noise to the satisfaction of the Lessor. If within 30 days of receipt of such notification the Lessee is unable to bring the noise to satisfactory levels, the Lessee shall immediately remove or replace Lessee's Equipment causing the noise.

**10. MODIFICATION REQUESTS:** During the term of the lease, if the Lessee wants to make any change or modification to the Lessee's Equipment, the Lessee shall make its request in writing and specify in detail the proposed change or modification. The Lessor will respond to any such request within 20 working days of receipt. The Lessor reserves the right to reject any proposed change or modification for any reason. The Lessor will not unreasonably withhold its approval of a request for such a modification. If modifications to Lessee's Equipment are requested, Lessee's Equipment may include no more than 12 antenna components. A change or modification made solely within the interior of the Lessee's equipment shelter is not considered a change or modification for which the Lessor's consent is required. If an additional inspection is required by the Lessor in connection with a modification request, prior to performing the inspection the Lessor shall notify Lessee that an inspection is required and Lessee may then elect to either: (a) proceed with such modification request, whereupon Lessee shall pay to the Lessor the actual and reasonable cost of such inspection (not to exceed \$5,000) within 30 days after receipt of a reasonable detailed invoice therefor; or (b) withdraw its modification request.

**11. UTILITIES:**

- (A)** Should the Lessee require electrical power, telephone, or utilities of any kind for any purpose, the Lessee shall be responsible for acquiring such utilities and for ensuring that they are separately metered from the Lessor's utilities. The Lessee shall pay all charges for all utilities used by the Lessee on the Premises directly to the utility provider.
- (B)** The Lessee is solely responsible for any backup emergency power system it may require.
- (C)** The Lessee shall be responsible for the expansion or improvement of the utility services, under the supervision of the Lessor, should the Lessee require such expansion or improvement. The Lessee shall be responsible for the installation from the site of existing utility services to the Lessee's

Equipment. The Lessor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises and no such failure or interruption shall entitle the Lessee to terminate this Lease Agreement.

**12. PEACEFUL POSSESSION:** The Lessor covenants that the Lessee, upon the payment of Rent and the performance of the covenants and conditions of this Lease Agreement, shall and may peaceably and quietly have, hold, and enjoy the Premises for the term of this Lease Agreement. The Lessor expressly reserves the right to enter into additional or subsequent Leases of portions of the Water Tank with others, provided, however, that no subsequent Lease shall interfere with the rights of the Lessee under this Lease Agreement.

**13. TAXES:** The Lessee is solely responsible for any and all taxes assessed by reason of the installation by the Lessee of the Lessee's Equipment, which taxes shall be paid promptly by the Lessee when due.

**14. LESSEE'S PROPERTY:**

(A) The Lessee's Equipment placed on the Premises by the Lessee shall be and remain the property of the Lessee, and upon the termination of the Lease Agreement, the Lessee shall, subject to the provisions of Paragraph 4 of this Lease Agreement, enter onto the Premises and remove Lessee's Equipment, including fixtures. Upon removal of Lessee's Equipment by the Lessee, the Lessee agrees to restore the Premises, including the Water Tank, to its condition prior to installation. However, the Lessee may request prior approval from the Lessor to leave in place any item which is directly connected to the Water Tank, the removal of which would affect the structure of the Water Tank. Such items shall then become the property of the Lessor, without the requirement of any or further compensation. Notwithstanding anything herein to the contrary, the parties agree that only so much of the item needed to ensure the integrity of the Water Tank may be left on the Water Tank under this Paragraph. Nothing contained in this Paragraph or in this Lease Agreement shall presume or infer that the Lessee shall have or has any right to hold over; and, at such time, the Lessee shall be a tenant at sufferance. Further, the Lessee shall be subject to immediate judicial proceedings to enforce this Paragraph and all other provisions of this Lease Agreement.

(B) Subject to Paragraph (A) of this section, the Lessee shall, within 30 calendar days after the expiration or other termination of this Lease Agreement, remove all of the Lessee's Equipment from the Premises. In

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the event of labor disputes, adverse weather conditions, acts of God, or any other condition beyond the reasonable control of the Lessee, which shall prevent the removal of the Lessee's Equipment from the Premises within the 30 calendar day period, the Lessee shall be allowed an additional reasonable period of time to remove such equipment. In the event that the Lessee fails to remove any of the Lessee's Equipment from the Premises within 30 calendar days (or additional period allowed as set forth herein), the Lessor shall have the equipment removed and disposed of at the Lessee's expense.

**15. MATERIALS AND CLAIMS:** All materials furnished for any work done on the Premises by the Lessee shall be at the Lessee's sole cost and expense. The Lessee agrees to protect the Premises and the Lessor from all claims of contractors, laborers, and materialmen.

**16. INSURANCE:** The Lessee and its employees, agents, contractors, and subcontractors shall provide certificates of insurance prior to access of the Premises. At all times during the term of this Lease Agreement, including the time for removal of Lessee's Equipment as provided for in this Lease Agreement, the Lessee shall obtain, pay all premiums for, and file with the Lessor Department of Public Works, current certificates of insurance representing:

- (A) Insurance satisfies the Lessor's insurance requirements. A copy of current insurance requirements shall be provided by the County upon request. Said insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with the Lessee's use of the Premises, all as provided for herein. The insurance certificates shall include the County Commissioners of Worcester County, Maryland, 1 West Market Street, Snow Hill, Maryland 21863, as an additional insured.
- (B) Within 30 days from execution of this Lease Agreement, the Lessee shall deliver to the Lessor a certificate evidencing compliance with the insurance requirements of this Lease Agreement. **Such initial policy or certificate and subsequent policies or certificates shall identify the County Commissioners of Worcester County, Maryland, 1 West Market Street, Snow Hill, Maryland 21863, as the certificate holder and shall include the County Commissioners of Worcester County, Maryland as an additional insured.** Insurance certificates shall be delivered via email to: County Administration at 1 West Market Street, Snow Hill, Maryland

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21863, with copies to Attn: Director of Public Works, Department of Public Works, 6113 Timmons Road, Snow Hill, Maryland 21863.

~~(C)~~ The policies required by this Lease Agreement shall be in a form reasonably satisfactory to the Lessor and shall require 30 calendar days written notice of any cancellation to both the Lessor and the Lessee. In the event of the Lessee's failure to maintain any insurance required under this Agreement, Lessor shall have the right to terminate this Agreement.

**17. LIABILITY:** Except to the extent caused by the negligence or willful misconduct of the Lessor, its agents and employees, the Lessee agrees to indemnify, defend, and save the Lessor, its officers, directors, licensees, employees, agents, servants, contractors and subcontractors harmless from and against any liability and all claims of whatever nature arising from or claimed to arise from any act or omission of the Lessee, or its officers, directors, contractors, licensees, agents, servants, or employees, or arising from any incident, injury, or cause whatsoever to any person or to any property occurring in, on, or about the Premises or any part thereof or outside the Premises. The Lessee's obligation includes all costs, expenses, and liabilities incurred in connection with any claim or proceeding, including the reasonable expense of investigating and defending any such claim or proceeding.

**18. OPERATION OF LESSOR'S EQUIPMENT:** The Lessor shall maintain and operate the equipment constituting the Lessor's Operations in compliance with all applicable regulations of the Federal Communications Commission. If the Lessee has reason to believe that the Lessor's equipment is interfering with the operation of the Lessee's Equipment, the Lessee shall give written notice of suspected interference to the Lessor. Within 48 hours of receipt of such notice, the Lessor shall dispatch authorized representatives to inspect and test the Lessor's Operation and equipment. If, after a technical evaluation, the Lessor determines that the Lessor's Operation is causing interference with the operation of the Lessee's Equipment, the Lessor shall promptly correct the condition which causes such interference, UNLESS the Lessor determines that the correction of the condition is not necessary to achieve compliance with Federal Communications Commission regulations and is not in the Lessor's best interest. In that event, the Lessee shall have the right to terminate the Lease Agreement, and, upon such termination by Lessee, the Lessor shall refund to the Lessee a prorated amount of Rent paid in advance

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**19. REPAIRS AND RESTORATION:**

- (A) If at any time during the Term hereof the Water Tank is destroyed or damaged other than through acts or omissions of the Lessee, the Lessor shall advise Tenant within 30 days of said damage or destruction of the Lessor's intent to repair or reconstruct. If the Lessor determines that the Water Tank is no longer required by the Lessor, then the Lessor may elect not to repair or reconstruct and may terminate this Lease Agreement. In the event that the Lessor terminates this Lease Agreement pursuant to this Paragraph, the Lessor shall refund to the Lessee a prorated amount of the Rent paid to the date of termination and Lessee shall remove Lessee's Equipment.
- (B) If the Lessor repairs or restores the Water Tank, the Lessee shall continue its Permitted Use to the extent reasonably practicable from the standpoint of prudent business management. If the Lessee's Permitted Use of the Premises is impaired during the period of repair or restoration, the term of the Lease Agreement shall be extended for a period equal to the period during which the Lessee's Permitted Use was impaired. The Lessee shall have no other claim against the Lessor for any damage, including for destruction, repair, restoration, loss of use, lost profits, or other incidental or consequential damages. Upon completion of such repair or restoration, the Lessee shall promptly re-equip the Premises to a condition substantially equal to that which existed prior to the damage or destruction, if the Lessee continues its operations on the Premises.
- (C) In the event of damage to or destruction of the Water Tank, the Lessor shall have no obligation to restore or repair Lessee's Equipment, to pay for the restoration or repair of Lessee's Equipment, or for any damages as a result thereof, including for loss of use and lost profits.

**20. TERMINATION:**

- (A) In the event that: (1) the Lessee makes proper application for any required variance or special exception under applicable Zoning regulations, but the application is denied or (2) approval of the application is subsequently vacated by a final order of a Court of competent jurisdiction, or (3) the Lessor disapproves any of the Lessee's Equipment identified on Exhibit B and such disapproval results in the Lessee's inability to use the Premises for the Permitted Use (any of which events shall hereafter be referred to as "Denial"), the Lessee may elect to terminate this Lease Agreement as provided in this Paragraph. Lessee must notify the Lessor in writing
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within 90 calendar days of the receipt of notice of Denial that the Lessee elects to terminate this Lease Agreement. In the event the Lessee elects to terminate this Lease Agreement pursuant to this Paragraph prior to the Commencement Date, the Lessee shall not be responsible for payment of Rent due under this Lease Agreement if termination occurs prior to the Commencement Date. If termination pursuant to this Paragraph occurs on or after the Commencement Date, the Lessor shall refund to the Lessee a prorated amount of the Rent paid, excluding the inspection fee described in Section 4 of this Lease Agreement.

**(B)** The Lessee may voluntarily terminate this Lease Agreement 60 days after written notification to the Lessor. Lessee's Equipment must be removed within 60 days of written notification to Lessor Department of Public Works. Except as otherwise specifically provided in this Lease Agreement, the Lessee shall not be entitled to a refund or rebate of any portion of the Rent paid hereunder. If the Lessee ceases to use the Premises for the Permitted Use, including any approved change or modification thereto, for a period of 30 days or more, the Lessee shall remove all the Lessee's Equipment, as required by this Lease Agreement, and vacate the Premises. Rent as set forth in this Lease Agreement must be paid until the Lease is terminated and all of the Lessee's equipment has been removed from the Premises.

**(C)** The Lessor may terminate this Lease Agreement at its sole discretion. If the Lessor elects to terminate the Lease Agreement under this Paragraph, the Lessor shall give the Lessee not less than 6 months prior written notice and, as the Lessee's sole remedy, the Lessor shall refund to the Lessee a prorated amount of the Rent paid, excluding the inspection fee described in Paragraph 4 of this Lease Agreement.

**(D) DEFAULT AND EFFECT OF DEFAULT:** Each of the following events shall constitute a default of this Lease Agreement by the Lessee ("Default"): (1) the Lessee's failure to pay Rent or other sums herein specified within 10 calendar days after receipt of written notice of said default; or (2) the Lessee's failure to perform or comply with any of the conditions or covenants of this Lease Agreement and such failure continuing for a period of 30 calendar days after written notice to the Lessee. In the event of Default, the Lessor may, at its sole discretion, provide the Lessee with 30 days written notice of its intent to terminate this Lease Agreement, without prejudice to any other remedy which the Lessor might be entitled to pursue, including the Lessor's rights under this Lease Agreement to eliminate any interference caused by the Lessee's

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Equipment. No portion of Rent or the inspection fee shall be refunded in the event of a termination based on Default.

**21. HOLDING OVER:** Any holding over after the expiration of the term hereof, with the consent of the Lessor, shall be construed to be a tenancy at sufferance, and, for each month or any part thereof, the Lessor shall be entitled to payment of the annual Rents (as calculated pursuant to this Lease Agreement) divided by twelve.

**22. AGREEMENT ASSIGNMENT:** Except as otherwise provided herein, the Lessee shall neither sell, assign or transfer this Lease Agreement nor sublet this Lease Agreement without the prior written approval of the Lessor, which approval may be withheld in the sole and absolute subjective discretion of the Lessor. The Lessor agrees that the Lessee may assign this Lease Agreement in its entirety (and in no event, less than all of the Premises) to any entity which is parent, subsidiary or affiliate of the Lessee, controls or is controlled by or under common control with the Lessee, is merged or consolidated with the Lessee, or purchases a majority or controlling interest in the ownership or assets of the Lessee in the market defined by the FCC in which the property is located. Notwithstanding anything to the contrary in this Lease, the Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity or agent on behalf of any financing entity to whom the Lessee (i) has obligations for borrowed money or in respect of guarantees thereof, or (ii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof, provided any such action by the Lessee shall not in any way reduce, diminish or negate any rights or interests of the Lessor under this Lease, especially the Lessee's obligations set forth in the first two sentences of this Paragraph 22.

**23. BINDING EFFECT:** All of the terms, covenants, rights, liabilities and conditions of this Lease Agreement apply to and are binding upon the respective heirs, executors, administrators, successors, and assigns of the parties.

**24. SEVERABILITY:** In the event any portion of this Lease Agreement is found to be unconstitutional, invalid, illegal, null or void, by a court of competent jurisdiction, it is the intent of the Lessor and Lessee to sever only the invalid portion or provision, and that the remainder of the Lease Agreement shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Lease Agreement.

**25. HEADINGS:** The Paragraph captions contained in this Lease Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

**26. PRIOR AGREEMENTS:** This Lease Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease Agreement, and no agreement or understanding pertaining to any such matter shall be effective for any purpose. This Lease Agreement shall not be amended except by an agreement in writing signed by the parties hereto or their respective successors in interest.

**27. NOTICES:**

(A) All notices and demands required in this Lease Agreement shall be deemed duly served if sent by one party to the other party, registered or certified mail, return receipt requested, postage prepaid, to the address of said party set forth below or to such other address as said party may from time to time designate in writing:

LESSOR:

County Commissioners of Worcester County, Maryland  
1 West Market Street  
Snow Hill, Maryland 21863

LESSEE

T-Mobile USA, Inc. \_  
12920 SE 38th Street  
Bellevue, Washington 98006  
Attn: Lease Compliance/ Mill Street 7SAL163A

Contacts for ordinary and emergency access to water tank facilities:  
Water and Wastewater Division at (410) 641-5251.

**28. WAIVERS:** No waiver by the Lessor of any provision of this Lease Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach of the Lessee of the same or any consent or approval shall not be deemed to render unnecessary the obtaining of the Lessor's consent to or approval of any subsequent act by the Lessee whether or not similar to the act so consented to or approved.

**29. RECORDING:** The Lessee shall not record this Lease Agreement without the written consent of the Lessor.

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**30. GOVERNING LAW, JURISDICTION AND VENUE:** This Lease Agreement shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.

**31. GOVERNMENTAL IMMUNITY:** With respect to any tort claims, the Lessor and its “employees”, as defined in the Local Government Tort Claims Act, §§5-301 *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive their right to assert governmental immunity, do not waive their right to assert any defenses and do not waive their right to assert any limitations of liability as may be provided for by law. No provision of this Lease Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

**32. THIRD PARTY BENEFICIARY:** It is specifically agreed between the parties executing this Lease Agreement that it is not intended by any of the provisions of this Lease Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the Lessor and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Lease Agreement.

**33. NO INDIVIDUAL LIABILITY:** No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Lease Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

**34. SUFFICIENT APPROPRIATIONS:** The Lessor’s financial obligations, if any, under this Lease Agreement require sufficient appropriations and authorization being made by the Lessor for the performance of this Lease Agreement. In the event sufficient appropriations are not made for the Lessor’s financial obligations under this Lease, Lessee may, at its option, (a) perform all or a portion of the Lessor’s financial obligations and offset the actual amounts spent against its rent obligations hereunder (whereupon Lessee shall provide invoices for all such amounts in form and substance reasonably acceptable to the Lessor at least 30 days prior to the offset of rent), or (b) terminate this Lease Agreement upon notice to Lessor.

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**The Parties agree** to this Lease Agreement on the date written above.

Attest:

**County Commissioners of  
Worcester County, Maryland**

---

Weston Young  
Chief Administrative Officer

---

Anthony W.  
Bertino,  
Jr., President

Witness

**T-Mobile Northeast LLC:**

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By:

Date:

---

**EXHIBIT A**

Description of leased space: certain space on the top of LESSOR's water tower sufficient for the installation and maintenance of LESSEE's antennas and other accessory communications

Lessee shall provide "Site Utilization Plans" with the Lease Agreement as Exhibit A following Lessor review and approval of the plans. Each plan/ exhibit shall be formatted to fit on an 8.5"x11" sheet and have 0.7" top and bottom margins. At a minimum, these plans shall include, but not be limited to, the following exhibits:

1. **Exhibit A1 "Site Plan"**: A plan identifying the general location of the site and indicating existing features of the site including structures, roads, fences, geographic features and property boundary. The typical scale of this drawing is 1"=200'.
2. **Exhibit A2 "Compound Layout"**: A plan view which identifies the quantity, geometry, dimensions and approximate location & orientation of proposed features (e.g. structures, antennas, shelters, generators, easements, utilities, etc.). The typical scale of this drawing is 1"=30'.
3. **Exhibit A3 "Antenna & Dish Plan"**: A plan view indicating quantity, geometry, dimensions and approximate location of all existing, proposed and "future" antennas. The typical scale of this drawing is 1"=20'.
4. **Exhibit A4 "Site Elevation"**: An elevation view of existing compound and structures which identifies the quantity, geometry, dimensions and approximate location & orientation of proposed features (e.g. structures, antennas, shelters, generators, cabling, fencing, etc.). Callouts for proposed features should be in bold text. The typical scale of this drawing is 1"=30'.
5. **Exhibit A5 "Sections"**: If applicable, a section view which identifies the quantity, geometry, dimensions and approximate location & orientation of proposed features (e.g. structures, cabling, utilities, etc.) located within the water tower structure.

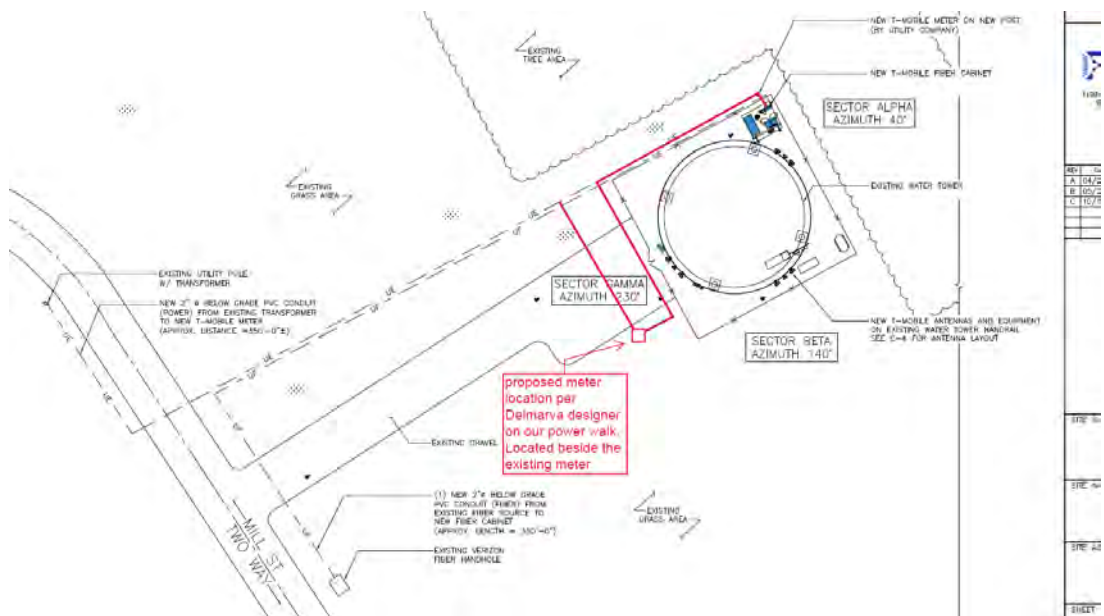
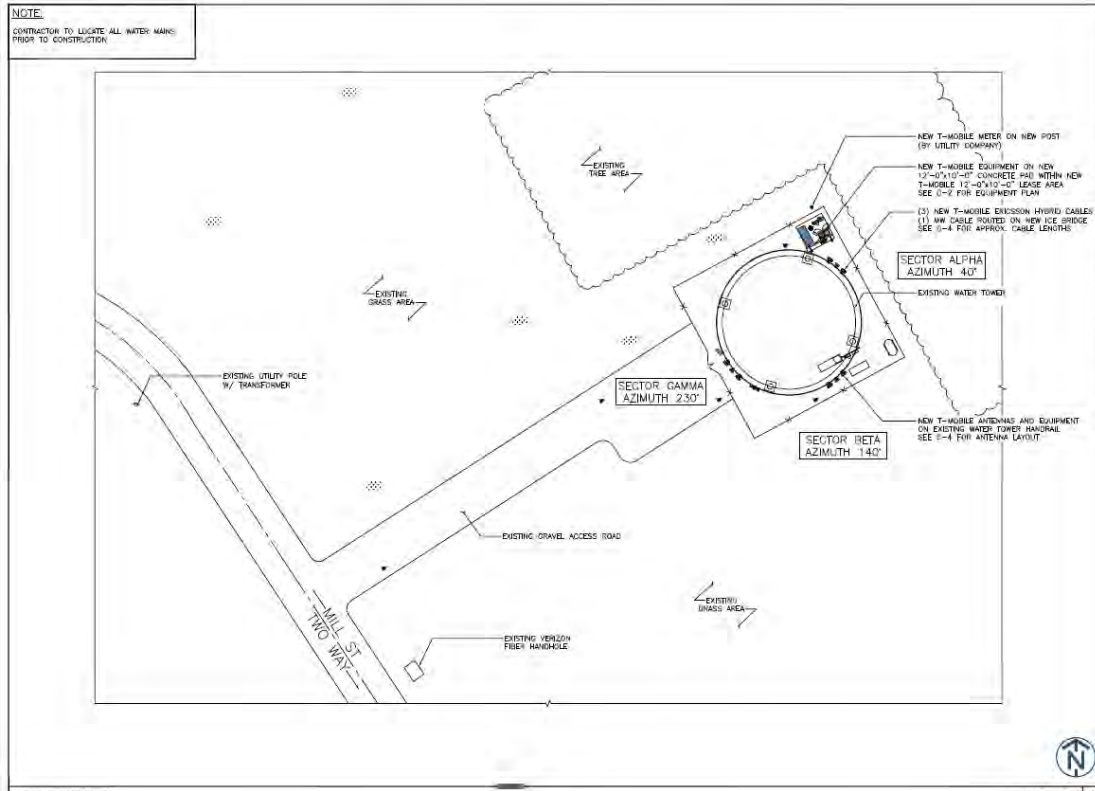
Where applicable, exhibits should:

- Provide general view of ground-based equipment to include proposed location of ground based equipment and proposed size (i.e. area) of ground space that will be utilized.
- Indicate any existing above ground features and property lines.
- Indicate any proposed access road or fencing additions (if any).
- Indicate path of all cable lines from equipment area to antenna locations.
- Indicate number and locations of antennas including RAD centers.

- 
- Indicate overall height of water tower.
  - Indicate proposed utility locations (e.g. electrical service).
  - Use bold text to callout proposed features.
  - Indicate North on plan.

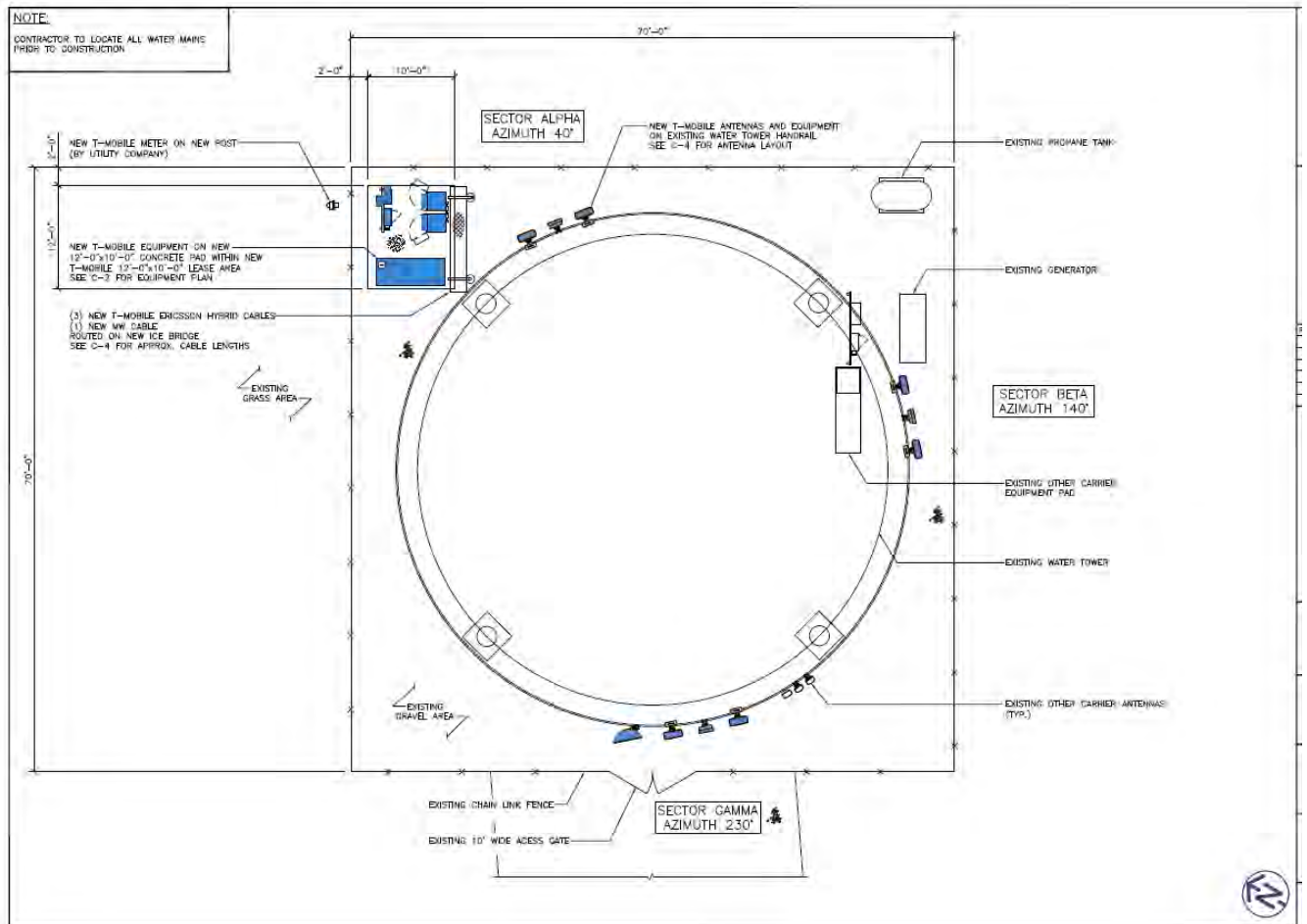
**Exhibit A1 "Site Plan":**

A plan identifying the general location of the site and indicating existing features of the site including structures, roads, fences, geographic features and property boundary.



## Exhibit A2 "Compound Layout":

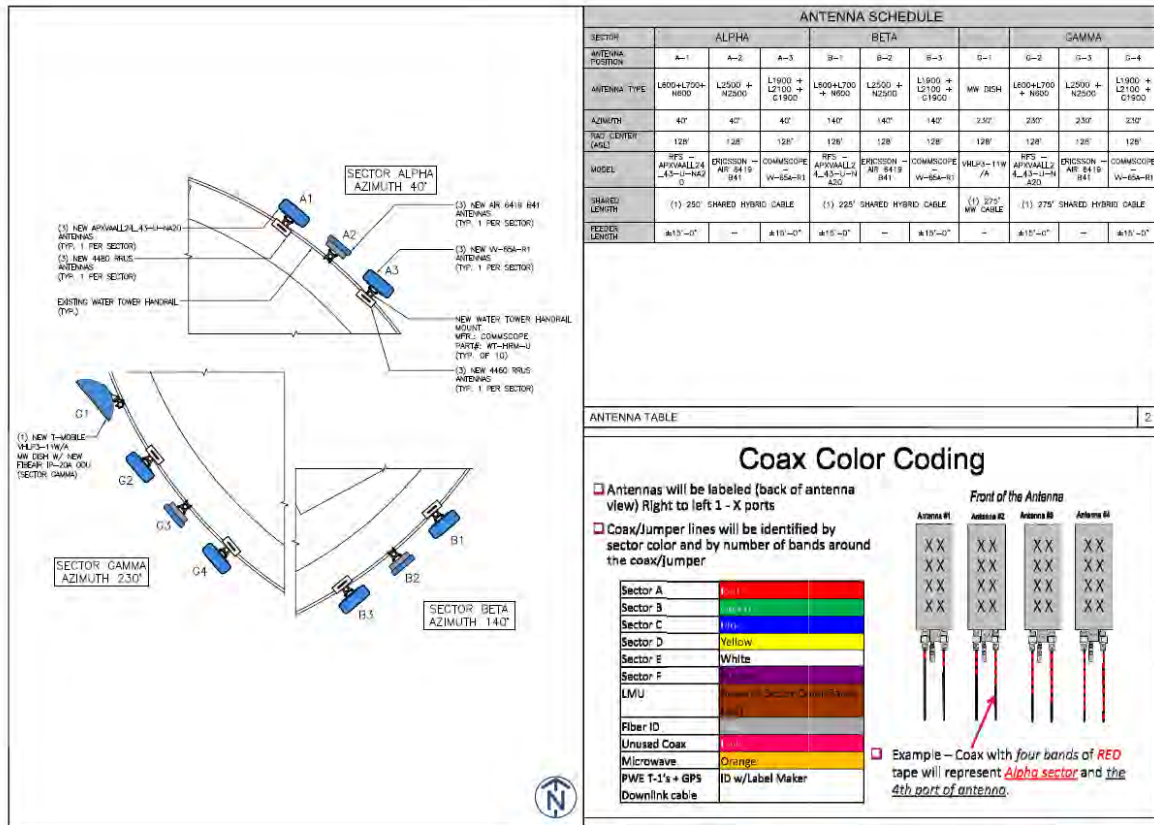
A plan view which identifies the quantity, geometry, dimensions and approximate location & orientation of proposed features (e.g. structures, antennas, shelters, generators, easements, utilities, etc.).





## Exhibit A3 "Antenna & Dish Plan":

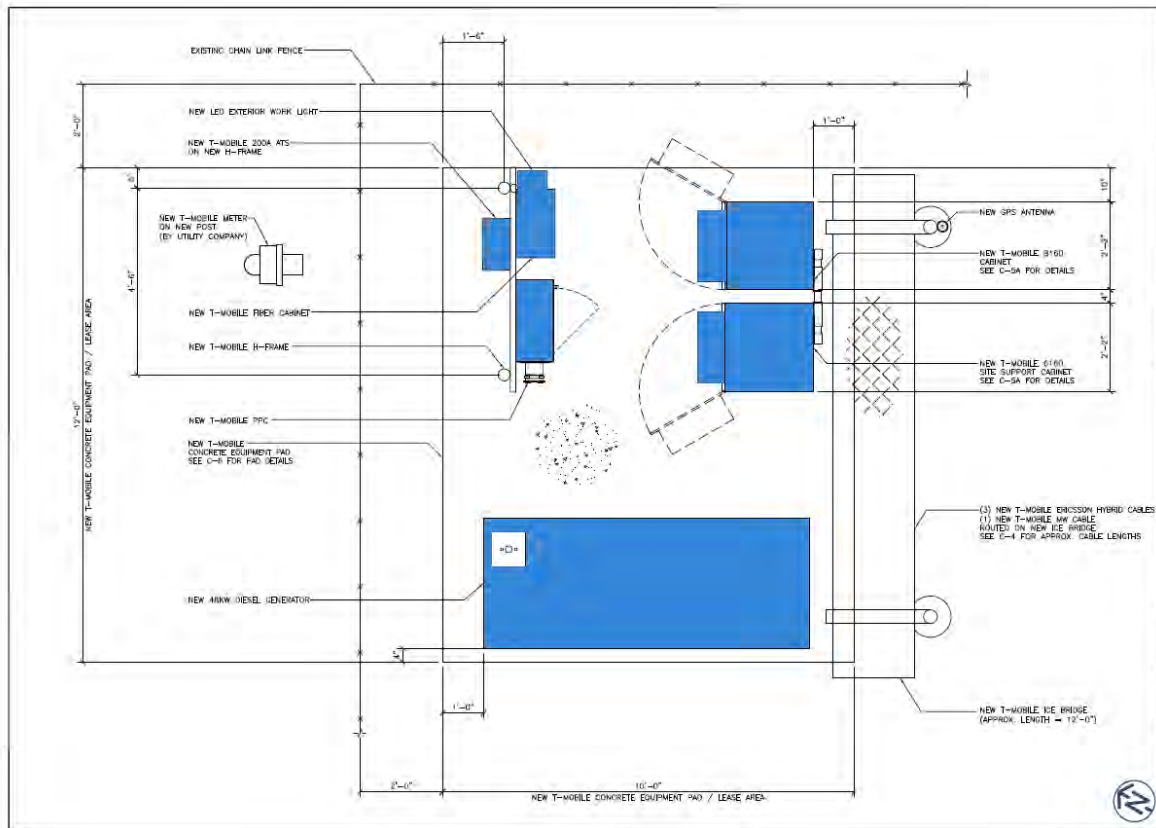
A plan view indicating quantity, geometry, dimensions and approximate location of all existing, proposed and "future" antennas.

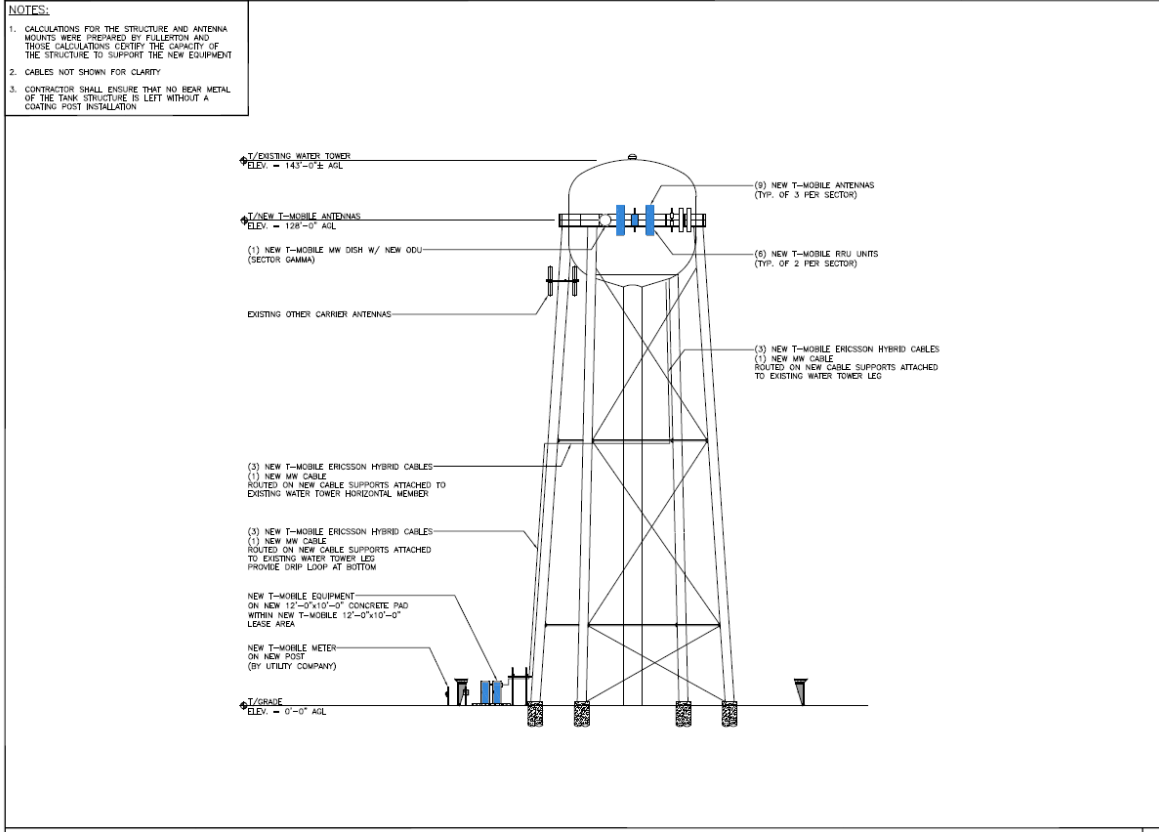


<p><b>ERICSSON - AIR6419 B77G</b>          MASSIVE MIMO MID-BAND          WEIGHT W/ HARDWARE 77 Lbs</p>	<p><b>ERICSSON - RADIO 4480 B71 &amp; B85A</b>          DUAL BAND REMOTE RADIO          TOTAL WEIGHT 54 Lbs</p> <p><b>ERICSSON - RADIO 4460 B25 &amp; B66</b>          DUAL BAND REMOTE RADIO          TOTAL WEIGHT 109 Lbs</p>	<p><b>COMMSCOPE - VHLPK3-11W-BWH/A</b>          VRLPK - VALUE LINE HIGH PERFORMANCE LOW PROFILE          (DUAL-POLARIZED)          FREQUENCY RANGE 10.125-11.700 GHz          WEIGHT 37 Lbs</p>	<p><b>ERICSSON - BB 6651</b>          BASEBAND UNIT</p>
<p>ANTENNA SPEC SCALE: N.T.S. 1</p>	<p>RRU SPEC SCALE: N.T.S. 2</p>	<p>MW DISH SPEC SCALE: N.T.S. 3</p>	<p>BB6651 SPEC SCALE: N.T.S. 4</p>
<p><b>RFS - APXVAALL24_43-U-NA20</b>          DUAL SLANT POLARIZED QUAD BAND (8 PORT) ANTENNA          FREQUENCY RANGE LOW BEAM 817-2594 MHz          HIGH BEAM 1895-2590 MHz          ANTENNA BRACKET 12.9 Lbs          TOTAL WEIGHT 159.2 Lbs</p>	<p><b>COMMSCOPE - VV-65A-R1</b>          DUAL SLANT POLARIZED QUAD BAND (4 PORT) ANTENNA          FREQUENCY RANGE 1695-2590 MHz          TOTAL WEIGHT 33.2 Lbs</p>	<p>ANTENNA MOUNTING BRACKET (TYP.)          NEW ANTENNA          ANTENNA MOUNTING BRACKET (TYP.)          NEW ANTENNA MOUNTING PIPE</p>	<p>MOUNTING PIPE          POLE MOUNT          RAIL          BRACKET          RRU</p>
<p>ANTENNA SPEC SCALE: N.T.S. 5</p>	<p>ANTENNA SPEC SCALE: N.T.S. 6</p>	<p>TYP. ANTENNA-PIPE CONNECTION SCALE: N.T.S. 7</p>	<p>RRU PIPE MOUNT SCALE: N.T.S. 8</p>

**Exhibit A4 "Site Elevation":**

An elevation view of existing compound and structures which identifies the quantity, geometry, dimensions and approximate location & orientation of proposed features (e.g. structures, antennas, shelters, generators, cabling, fencing, etc.). Callouts for proposed features should be in bold text.





**EXHIBIT B**

***LESSEE EQUIPMENT INVENTORY & SPECIFICATIONS***

*Lessee is authorized to install, maintain and operate the following equipment:*

Lessee must document equipment inventory/ specifications (e.g. quantity, dimensions, weight, capacity, frequencies, etc.) including, but not limited to, the following:

1. Tank Mounted Antennas & Ancillary Devices (e.g. Panel & dish antennas, RRHs, TMAs, Diplexers, etc.)
  - a. Number of devices
    - (9) panel antennas, (6) RRU, (1) MW, (1) ODU, (4) cables/fiber, (1) 48 Kw back up diesel generator
  - b. Manufacturer and model
    - (3) RFS APXVAALL24\_43-U-NA- 20
    - (3) Ericsson Air 6419 B1
    - (3) Commscope VV-65A-R1
    - (3) 4449 RRU
    - (3) 4460 RRU
    - (1) VHLP3-11W MW and ODU
  - c. Dimensions and weight
    - 95.9"x24"x8.5" (150 lbs)
    - 28.3"x 16.1" x 7.9" (77 lbs)
    - 54.7"x12"x4.6" (23.81 lbs)
    - 3' MW and ODU (37 lbs)
  - d. Azimuth:40-140-230
  - e. Height of antennas on tower: 128'
  - f. Rated power
  - g. Transmit & Receive Frequencies; See Below. All Licensed.

TX	RX
2496.00 - 2502.00	2496.00 - 2502.00
2551.50 - 2568.00	2551.50 - 2568.00
2571-2572.00	2571-2572.00
2590.00-2673.50	2590.00-2673.50
1885.00-1895.00	1965-1975.00
1910.0 - 1915.00	1990.00 - 1995.00
1730.00 - 1745.00	2130 - 2145.00
698.00 - 704.00	728.00 - 734.00
622-642.00	668- 688.00

2. Transmission Lines
  - a. Number of lines (4) cables/fiber
  - b. Manufacturer, model, color Andrew

- 
- c. Diameter, weight per foot, estimated overall length 275'
  3. Ground Space
    - a. Dimensions and total area of ground space required (ft<sup>2</sup>) 10'x20'
    - b. Dimensions of any required easements
  4. Other Equipment (shelter, equipment cabinets, generators, fence, etc.)
    - a. Dimensions, weight, capacity, color, rated power, etc.
      - 48 Kw Diesel Generator

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



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

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

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

**MEMORANDUM**

**TO:** Weston S. Young, Chief Administrative Officer  
 Candace Savage, CGFM, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*  
**DATE:** September 11, 2023  
**SUBJECT:** Proposed Rate Changes to Solid Waste Tipping Fees

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Public Works is requesting Commissioner approval for the following rate changes in Solid Waste Division: **1)** change Refuse tipping fees to \$80 per ton and; **2)** the addition of a \$20 per can removal charge for any paint or petroleum product illegally dumped on the landfill.

**Item 1 – Change in Refuse Tipping Fee**

The request for the revised rate structure was initiated by commercial haulers who are asking Worcester County to adjust the current rates to something more consistent and easier to track. Currently, homeowners, business, and landfill staff must track the estimated volumes of each type of waste coming into the landfill in order to bill it accurately. The proposed rate structure will simplify the process.

In addition, commercial haulers have asked Solid Waste to find ways to streamline operations to reduce the amount of time trucks spend on the landfill. According to the haulers, one of the primary factors impacting the financial viability of their business models is how quickly the trucks can get in and out of the landfill. To maximize the effectiveness of their collection systems, their trucks need to spend as much time as possible collecting waste from homes and businesses. Their goal is to get in and out of the landfill in approximately 10 minutes. Currently the in/out time averages in the 13-14 minute range. The consistent fees will aid in the implementation of automatic payment methods such as self-serve kiosks and transponder billing which Solid Waste is investigating to meet the haulers' needs by reducing traffic queuing at the scales.

The effect of the change will increase Solid Waste revenue estimates by \$100,000 to \$150,000 annually. Using calendar year 2022 as an example, Solid Waste accepted 26,937 tons of waste which generated \$2,020,275 of revenue. At \$80/ton the same amount of waste would generate \$2,154,960, an increase of \$134,685.

## Item 2 – Charging for Illegally Dumped Paint and Petroleum Product Cans

Solid Waste currently does not charge customers when they illegally dump paint and petroleum cans on the landfill. The items are prohibited on the landfill by our State permit and must be manually removed by landfill staff when discovered. Recently the volume of illegal dumping has increased. The Solid Waste Superintendent has directly contacted the haulers responsible for the dumping, telling them the activity was not permitted, however the dumping continues. In the example pictures below, it took staff approximately 90 minutes to separate the containers from the mixed waste and transport them down to the chemical holding area. The direct cost to the County was approximately \$80 dollars (salary & benefits), in addition to the loss of productivity from other essential tasks. Currently, the County charges \$20 per tire to perform the same tasks for illegally dumped tires on the landfill. Residents and businesses that remove the tires themselves are not charged the fee. Solid Waste proposes to follow the same pricing and removal policy for paint & petroleum cans as well.



Please let me know if there are any questions.

### Attachments

cc: Chris Clasing  
David Candy  
Phil Thompson  
Jessica Wilson  
Barb Hitch



# Worcester County Department of Public Works

## Solid Waste Division

These Rules & Conditions were adopted by the Worcester County Commissioners on June 20, 2023.  
410-632-3177

<u>MATERIAL</u>	<u>CHARGE TYPE</u>	<u>FY2023/2024 RATES &amp; FEES</u>
Asbestos	Weight/Ton	\$ 150.00
Boats	Weight/Ton	\$ 80.00
Concrete	Weight/Ton	\$ 80.00
"Clean" Concrete	Weight/Ton	FREE
Demolition	Weight/Ton	\$ 80.00
Dirt	Weight/Ton	\$ 80.00
Grit	Weight/Ton	\$ 80.00
House Trailers	Flat/Each	\$2,500.00
Metal	Weight/Ton	\$ 25.00
Mulch Purchase	Flat Fee/Yard	\$ 20.00
Propane Tank	Flat/Each	\$ 10.00
Red Ash	Weight/Ton	\$ 80.00
Refuse (includes electronics-mixed load)	Weight/Ton	\$ 75.00
Sludge	Weight/Ton	\$ 80.00
Stumps	Weight/Ton	\$ 80.00
Tires-Industrial/Tractor	Weight/Ton	\$ 600.00
Tires-Passenger Car (no rim)	Flat/Each	\$ 3.00
Tires-Passenger Car-on rim	Flat/Each	\$ 5.00
Tires-Truck	Flat/Each	\$ 10.00
Tires by Weight	Weight/Ton	\$ 255.00
Tires-disposed of on landfill	Flat/Each	\$ 20.00
Yard Waste	Weight/Ton	\$ 80.00

**All charges by weight are subject to a \$10.00 minimum fee.**

- Commercial Permit -- \$25.00 each vehicle (renew each year by July 1st)
- May be purchased by mail or at Worcester County Central Landfill, Newark, MD
- No pro-rating of fees, non-transferable, and non-refundable--Permits must be affixed to vehicle
- OTHER FEES:
  - Returned Check Fee - \$25.00
  - Late Charges on Credit Accounts- 1% per Month
  - Credit Card Use Fee 3% of transaction amount



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: September 19, 2023  
 RE: Request to Award – Northern Worcester Athletic Complex Parking Lot

Please see the attached bid tabulation for the Northern Worcester Athletic Complex Parking Lots projects. Recreation and Parks is requesting the Commissioner’s approval to award this project to the lowest responsive and responsible vendor, David A. Bramble, Inc., in the amount of \$741,456. The total contract amount includes the base bid amount along with the add alternate item for all work required for the replacement of two (2) existing 15" CMP pipes with two (2) new 15" smooth walled HOPE pipes within the existing ditch. Bids were due and opened on Monday, September 11, 2023 at 2:30pm. Two bids were received.

Funding for this project was approved by Program Open Space in the amount of \$774,000. Project Open Space funding is 90% reimbursable. Project Open Space will cover \$667,310.40 and the other \$74,145.60 will come from account 100.1602.500.6160.241 “Grant Programs New Park Development”. There is \$1,116,401 available in the FY24 budget.

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

<b>Northern Worcester Athletic Complex- Parking Lots</b>			
<b>September 11, 2023 @ 2:30pm</b>			
<b>Bid Tabulation</b>			
<b><u>Vendor Name</u></b>	<b><u>Base Bid</u></b>	<b><u>Add Alternate</u></b>	<b><u>Total</u></b>
David A. Bramble, Inc.	\$737,456.00	\$4,000.00	\$741,456.00
Reynolds Excavating, Inc.	\$975,000.00	\$7,500.00	\$982,500.00

County Administration Office  
 1 West Market Street, Room 1103  
 Snow Hill, MD 21863  
 Phone: 410-632-1194  
 Fax: 410-632-3131





## WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS  
 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 September 19, 2023, between the County Commissioners of Worcester County, Maryland ("County"); and David A. Bramble, Inc. ("Successful Vendor").

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

1. Successful Vendor will commence and complete the NORTHERN WORCESTER ATHLETIC COMPLEX PARKING LOT.
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 Bid 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 \$741,456.00 (seven hundred forty-one thousand four hundred fifty-six dollars and no cents).
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: Bid Specifications
  - h. Form of Bid
  - i. References
  - j. Exceptions
  - k. Individual Principal
  - l. Vendor's Affidavit of Qualification to Bid
  - m. Non-Collusive Affidavit
  - n. Northern Worcester County Athletic Complex Technical Specifications
  - o. Northern Worcester County Athletic Complex Bid Plans
  - p. Northern Worcester County Athletic Complex Appendices

- q. Successful Vendor's Completed Bid Documents
  - r. Notice of Award
  - s. 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 Bid 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**

\_\_\_\_\_

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

WITNESS:

**CONTRACTOR:**  
DAVID A. BRAMBLE, INC.

\_\_\_\_\_

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



Worcester County Recreation & Parks  
 6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

**MEMORANDUM**

TO: Weston S. Young, Chief Administrative Officer  
 Candace Savage, Deputy Chief Administrative Officer  
 FROM: Kelly Rados, Director of Recreation & Parks  
 DATE: September 11, 2023  
 SUBJECT: Scoreboard Update

As requested by the Commissioners, we have provided a comparison between accepting the proposed donated scoreboard from Stephen Decatur High School or purchasing a new scoreboard.

Donated Scoreboard:

The scoreboard to be donated measures 8’ H x 32’ W and is approximately 30 years old. It was retrofitted to LED lighting in 2000. The Installation quote of \$17,500 was provided by Selby sign and includes the cost of concrete.

Scoreboard	\$0
Installation	\$17,500
Electrical Work	\$ 1,200
<b>Total</b>	<b>\$18,700</b>

New Scoreboard:

The proposed new scoreboard measures 8’0” H x 18’0” W x 0’8” D and is blue with black lettering. Daktronics provided the \$41,873.00 quote as part of a Sourcewell Contract. The total also includes a five-year warranty on parts coverage. Additional add-on options are available including a trumpet horn w/ power supply (\$446), 15” PanaView time outs left option (\$428) and Score App (\$954). Purchasing a new scoreboard would qualify this as a Program Open Space project where reimbursement would be 90%, provided we could tie it to the Land, Preservation, Parks and Recreation Plan.

Scoreboard	\$13,083.00	Project Total	\$43,073.00
Freight	\$1,080.00	POS funding	\$38,766.00
Physical Installation	\$27,710.00	County (10%)	\$ 4,307.00
Subtotal	<u>\$41,873.00</u>		
Electrical Work	\$1,200.00		
<b>Total</b>	<b>\$43,073.00</b>		

Electrical work for both options would be performed by the County Maintenance Department.

cc: Jacob Stephens, Parks Superintendent  
 Lisa Gebhardt, Recreation Facility Superintendent  
 Attachments: Daktronics Quote



Thank you for giving Daktronics the opportunity to be your equipment provider. It is important to us that we capture your vision for this project. The provided quote outlines your product selection. Please look it over carefully and work with your salesperson to review and answer any questions.

We look forward to partnering with you on this exciting opportunity!

### Placing Order:

When you are ready to place your order, contact your salesperson to obtain order documents. Daktronics will need the following information:

- Finalized equipment decision, including colors
- Delivery location/address
- Bill to information – Invoice Remit

If you are incorporating school or sponsorship logos into your project, please view [Daktronics Graphics File Standards](#) and submit with your order documents.

### Additional Information:

Our website and blog offer helpful information. Learn more about what our customers are talking about by visiting the following:

- Could your PA system use an upgrade?
  - Check out our [Sports Sound Systems](#).
- Wishing you could check off more items on your list of needs?
  - See how [Daktronics Sports Marketing](#) could add revenue to your budget.
- Curious what other schools have installed?
  - Look through our [Daktronics Sports Photo Gallery](#) for ideas.
- Did you know we have an in-house reliability laboratory?
  - Experience the testing your components undergo in our [Product Reliability Lab](#).
- Interested in financing options for orders over \$25,000?
  - View our [Getting Started Guide](#) to see what Daktronics offers.
- Want to view helpful information related to our products, in addition to stories on how other schools are developing students and generating revenue?
  - Check out our [blog](#).

## DAKTRONICS QUOTE # 830343-1-0

Northern Worcester Athletic Complex  
 Jacob Stephens  
 9906 Buckingham Lane  
 Berlin, MD USA 21811  
 Phone:  
 Fax:  
 Email: jstephens@co.worcester.md.us

25/Aug/2023  
 Quote Valid for: 90 days  
 Terms: Net 30 days from shipment with  
 Purchase Order  
 Subject to Credit Review  
 FCA: DESTINATION  
 Delivery: Call for Production Time

**Reference: Football Scoreboard - Sourcewell Contract #030223-DAK**

Item No.	Model	Description	Qty	Price
1	FB-2018-A-PV-F	<b>PanaView® Football Scoreboard; Scoreboard Color: Light Blue (13932); Caption Color: Black (7725-12)</b> Cabinet Dimensions: 8' 0" H X 18' 0" W X 0' 8" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: AMBER Max Power: 600 watts/display Weight: Unpackaged 575 lbs per display; Packaged 900 lbs per display	1	\$13,083.00
	Stripe; 0A-1407-0019 / 0103	Perimeter Border Stripe for FB-2018 Scoreboards; Color: Black (7725-12)	1	
	AS-5010 Kit	All Sport® 5010 Control Console Kit	1	
	Outdoor Scoreboard Radio Communication (Transmitter)	Frequency of 2.4 GHz	1	
	Radio Receiver	Frequency of 2.4 GHz	1	
	I-Beam Mounting Method (A)	For 2 I-Beams	2	
2	<b>FREIGHT</b>	<b>Shipping to site via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required.</b>	1	\$1,080.00
3	<b>Physical Installation</b>	<b>See attachment A.</b>	1	\$27,710.00
	Daktronics System Certified Structural Drawings <100	Engineered stamped drawings for footing and beams	1	
	System Startup	Final Commissioning of Equipment	1	
<b>Services</b>				
4	<b>G5C5-W</b>	<b>Five Year Warranty - Parts Coverage - G5G5</b>	1	

<b>Total Price Excluding Applicable Tax:</b>	<b>\$41,873.00</b>
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Please reference listed sales literature: DD1628383 for G5C5-W, DD2167274 for FB-2018-A-PV-F, DD3888368 for DAK Score App with All Sport® MX-1 Mobile Scoring Kit with Outdoor Enclosure, SL-03991 for AS-5010 Kit, SL-04370 for Outdoor Scoreboard Radio Communication (Transmitter), SL-04370 for Radio Receiver

Please reference listed shop drawings: DWG-03899921 for DAK Score App with All Sport® MX-1 Mobile Scoring Kit with Outdoor Enclosure

### Options

*Please contact your sales representative for additional information*

12VDC Trumpet Horn w/Power Supply	For Outdoor Scoreboards	1	\$446.00
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## DAKTRONICS QUOTE # 830343-1-0

15" PanaView Time Outs Left Option	For FB-2018 Scoreboards	1	\$428.00
DAK Score App with All Sport® MX-1 Mobile Scoring Kit with Outdoor Enclosure	DAK Score App with All Sport® MX-1 Mobile Scoring Kit and Gen VI Radio Transmitter. Includes Outdoor Enclosure	1	\$954.00
Angle Clamp Mounting Method (A)	For 2 Tubes	2	



**Leasing Program**

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$50,000 in total equipment cost = \$11,285 per year

\$100,000 in total equipment cost = \$22,568 per year

\$250,000 in total equipment cost = \$56,420 per year

\*\*Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner.** Contact your Daktronics representative for additional options and details.

**Exclusions:**

- |  |                              |
|--|------------------------------|
| - Power  | - Hoist                      |
| - Signal Conduit                                   | - Labor to Pull Signal Cable |
| - Applicable Permits                               | - Taxes                      |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment        |

Unless expressly stated otherwise in this Quote # 830343-1 Rev 0 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

**Installation Responsibilities:**

If applicable please reference Attachment A for Installation Responsibilities.

**Ad/ID Copy Approval Process**

Customer shall provide digital artwork for advertising and identification panels, conforming to [Daktronics' graphic file standards](#), at the time of order.

Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

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Katie Cobb  
PHONE: 605-321-3348  
FAX:  
EMAIL: Katie.Cobb@daktronics.com

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Nicole Allen Siewert  
PHONE: 605-692-0200  
FAX:  
EMAIL: Nicole.AllenSiewert@daktronics.com

**Terms And Conditions:**

The Terms and Conditions which apply to this order available on request.

SL-02374 Standard Warranty and Limitation of Seller's Liability ([www.daktronics.com/terms\\_conditions/SL-02374.pdf](http://www.daktronics.com/terms_conditions/SL-02374.pdf))

SL-02375 Standard Terms and Conditions of Sale ([www.daktronics.com/terms\\_conditions/SL-02375.pdf](http://www.daktronics.com/terms_conditions/SL-02375.pdf))

SL-07862 Software License Agreement ([www.daktronics.com/terms\\_conditions/SL-07862.pdf](http://www.daktronics.com/terms_conditions/SL-07862.pdf))

**NOTE:**

The pricing may be adjusted for freight and taxes depending on the options selected.  
Please request order documents to submit your order.

## DAKTRONICS QUOTE # 830343-1-0 MAIN ATTACHMENT A

### CUSTOMER RESPONSIBILITIES

#### General

- 1) Secure necessary sign permits, as required.
- 2) Secure necessary construction permits, as required.
- 3) Provide soil investigation report at time of order.
- 4) Mark location of the new Equipment as delineated in the quote.
- 5) Locate private underground utilities.
- 6) All landscaping restoration, as required.
- 7) Provide all landscaping, track, sidewalk and path protection along with site restoration, and/or sprinkler system repair work.

#### Structures

- 1) Not applicable

#### Electrical & Data

- 1) Provide primary power feed five (5) feet off grade on structure in the form of transformer and electrical disconnect/distribution panel, as applicable, with over current protection per all applicable electrical codes and regulations.

#### Product/Equipment

- 1) Provide storage of all Equipment and control equipment in a safe, dry, and secure location until installation.
- 2) Required power outlets on clean dedicated circuit(s) for all control equipment.

### DAKTRONICS RESPONSIBILITIES

#### General

- 1) Not applicable

#### Structures

- 1) Excavation of drilled pier foundation(s) including spoils removal. Placement and finishing of concrete for foundations.
- 2) Steel fabrication and erection of structural columns.
- 3) Paint new support structure provided in this quotation.

#### Electrical & Data

- 1) Provide secondary power conduits, power cable and power hook-up from five (5) feet off grade on structure to all Daktronics supplied load centers/termination panel at/within the Equipment.

#### Product/Equipment

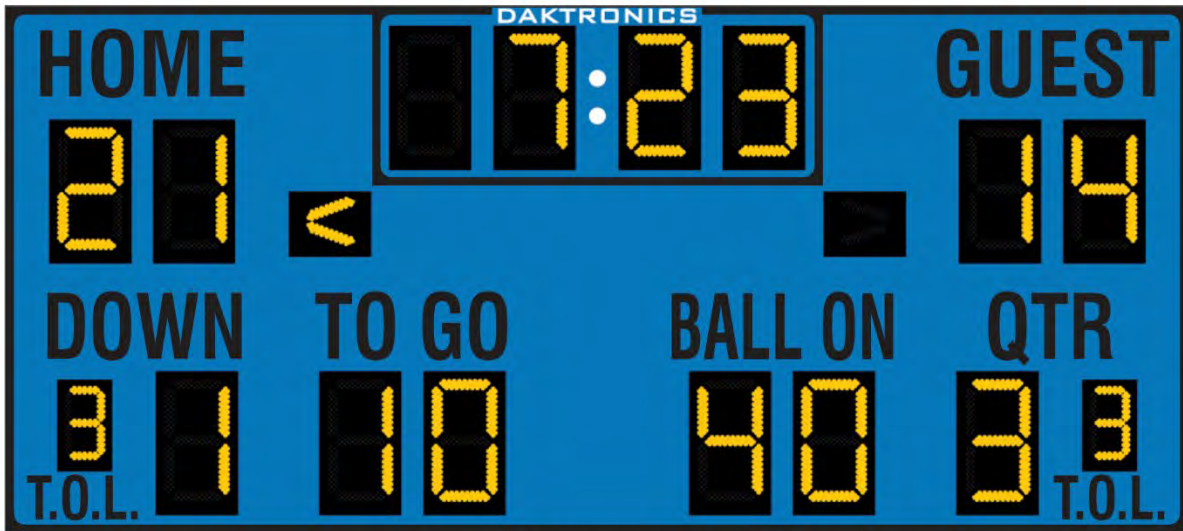
- 1) Accept, lift, unload, and inspect all Equipment and control equipment from carrier.
- 2) Lift and mount Equipment listed in this quotation.

### QUALIFICATIONS/CLARIFICATIONS

- 1) Access: Daktronics requires unobstructed access to Equipment and control room installation site until display is 100%. Installation equipment (cranes, lifts, trucks, concrete trucks, etc.) are expected to have access directly to the scoreboard/structure location. No concrete pumping, concrete buggies, or crane picks over 10' distance from scoreboard structure are included.
- 2) Foundations: For this quotation Daktronics basis for foundation design is a class 4 soil with a minimum allowable lateral bearing pressure of 150 psf/ft per Chapter 18 of the International Building Code (IBC). The foundation excavation is based on the excavated area remaining open without collapsing to allow the placement of applicable reinforcement and/or structural columns and concrete. This quotation does not include casings, slurry, dewatering or any other soil stabilization. In the event rock, water, differing soil conditions other than class 4 soil per Chapter 18 of the International Building Code (IBC) or unforeseen conditions are encountered, the Customer will be responsible for any additional costs, plus overhead and profit of 20%.
- 3) Electrical: The maximum voltage is 120 volts line to neutral for all Equipment in this quotation.
- 4) Existing Conduit: Costs to repair or replace damaged or obstructed conduit have not been included in this quote.
- 5) Project Scope: Installation pricing may not comply with all bid specifications, divisions, or drawings. Installation pricing is based on the tasks identified above. Any change or addition to the tasks or descriptions may result in additional costs.

 DAKTRONICS QUOTE # 830343-1-0 MAIN  
ATTACHMENT A

- 6) Damages and Wages: Liquidated damages, prevailing wages, certified payroll or union labor have not been included in the installation pricing.
- 7) Exterior Equipment: The bottom of the Equipment will be placed at an elevation of ten (10) feet above grade.
- 8) Removals: No cost has been included to remove any existing equipment/structure, if present.



*Shown with optional time outs left*



## Worcester County

Government Center

Department of Human Resources

One West Market Street, Room 1301

Snow Hill, Maryland 21863-1213

410-632-0090

Fax: 410-632-5614

STACEY E. NORTON  
Human Resources Director

PAT WALLS  
Deputy Director

**To:** Weston Young, Chief Administrative Officer  
**From:** Stacey Norton, Human Resources Director  
**Date:** September 11, 2023  
**Subject:** Request to participate in the Time to Care Act Insurance Collaborative

We are requesting your approval to participate in the Maryland Association of Board of Education (MABE), the Maryland Association of Counties (MACo), and the Maryland Municipal League (MML) Time to Care Act Insurance Collaborative. This is a joint venture among participating employers on the terms in the attached memorandum of agreement.

The membership fee for the first fee year (October 1, 2023-September 30, 2024) will cost our county \$7500. This fee must be paid by October 1, 2023. If a member chooses to leave the collaborative, they must give 30-day notice and will lose the annual fee payment.

This collaborative will start the (RFP) process in October, 2023. Once the RFP process is completed, we will have a better understanding of the annual insurance costs.

The following is a list of some of the other counties/municipalities that are also planning to participate in this collaborative: Allegany County, Calvert County, Cecil County, Charles County, City of Baltimore, Frederick County, Harford County, Queen Ann's County, Somerset County, St. Mary's County, Town of Ocean City, and the Worcester County Board of Education. This is not the final list of participants.

With the Maryland's Time to Care Act, we have three options:

- 1) **Participate in the State's Plan.** This will require us to pay 1.2% of payroll (capped at the social security wage base) beginning 10/1/24 and the state sick leave plan will begin 1/1/25. This contribution can be funded 100% by the employer or it can be split 50/50 with the employees. The rates are supposed to be released by the state on 10/1/23. This would cost approximately \$479,619 annually at the 100% employer paid rate based on current payroll.

- 2) **Choose to opt out of the state plan.** The state is supposed to release the guidelines 1/1/24 on what the application process and the requirements are but we anticipate this release will be delayed. Our county would have to change our sick leave policy to offer the same amount of leave offered in the state plan at time of hire.
- 3) **Have a third party administer the plan.** This option allows employers to purchase insurance to fulfill their obligations to provide Time to Care Act paid leave to employees instead of contributing to the State Plan. It is anticipated that lower insurance premiums can be obtained when employers jointly process this insurance. If this option is selected, contributions won't start until 1/1/25.

Below is the history of the Time to Care Act:

On April 9, 2022, the Maryland state legislature overrode Governor Hogan's veto of Senate Bill 275, also known as the "Time to Care Act in 2022". This created a new unfunded state mandate that creates 12 weeks of paid leave (24 weeks in certain circumstances) via a family and medical leave insurance program under which employees apply to the state for benefits. The bill passed but did not have enough details (i.e., employee and employer contribution rates).

In the 2023 legislative session, changes were made to the program and timeline under Senate Bill (SB) 828 and House Bill 098. Governor Wes Moore signed the bill into law May 3, 2023, with a June 1, 2023, effective date. The new timeline is listed below:

- a) Start date for contributions delayed to 10/1/24 (was 10/1/23)
- b) Start date for benefit payments delayed to 1/1/26 (was 1/1/25)
- c) Cost will be split 50%/50% between the employer and the employee (no split in original Act)
- d) Total contribution rate will not exceed 2% of an employee's wages, capped at the social security wage base; the initial rate to be announced by 10/1/23 and will be in effect through 6/30/26
- e) Employees and employers may agree to use employer-paid leave to supplement the benefits under the Act up to 100% of wages but the employer can't require this.
- f) Regulations must be issued by 1/1/24 (was 6/1/23). Hopefully these new regulations will explain how to apply to "opt out" and what that approval process is etc.

Thank you for your consideration.

Attachments

## Memorandum of Agreement

### Time to Care Act Insurance Collaborative

Effective October 1, 2023

#### **1. Introduction**

The Maryland Time to Care Act (TCA) allows employers to purchase insurance to fulfill their obligations to provide TCA paid leave to employees, instead of contributing to the State Plan. It is anticipated that lower insurance premiums can be obtained when employers jointly procure the required TCA insurance.

This Memorandum of Agreement (Agreement) sets forth the basis for members of the Maryland Association of Boards of Education (MABE), the Maryland Association of Counties (MACo) and the Maryland Municipal League (MML) to participate in the Time to Care Act Insurance Collaborative.

MABE and MACo are founding Participating Employers in the Collaborative. Any member in good standing of MABE or MACo, including independent affiliated units that are supported by or a component unit of the member, may become a Participating Employer in the Collaborative by signing the Acknowledgment at the end of this Agreement. Any member in good standing of MML with at least 15 employees (counted for purposes of Section 4 below) may also become a Participating Employer in the Collaborative by signing the Acknowledgment.

The Collaborative is not a legal entity. It is a joint venture among Participating Employers on the terms set forth herein.

In case of any conflict between this Agreement and the articles of incorporation of MABE and MACo, the provisions of the articles of incorporation will control.

#### **2. Services Provided**

The Collaborative expects to provide the following services for Participating Employers:

- Prepare and circulate a Request For Proposal to insurance carriers to provide insurance coverage that qualifies as a TCA Equivalent Private Insurance Plan.
- Interface with insurance carrier(s) to support Participating Employers when purchasing TCA insurance coverage.
- Access to reduced rates for TCA consulting services provided by Bolton Partners.
- Represent the interests of Participating Employers to State of Maryland authorities with TCA enforcement responsibility.

- Such other services as are appropriate to further the purposes of the Collaborative.

**3. Assets and Expenses**

The Collaborative is not expected to hold assets in its own name. The Collaborative will incur expenses in furtherance of its services described in this Agreement. Expenses will be funded by membership fees paid by Participating Employers and other sources of revenue as the Collaborative may have. Fees and other revenue will be held in a bank account titled in the name of MABE, which will serve as the Collaborative’s custodian. The custodian will be responsible for amounts held in that account as agent for all Participating Employers, and will keep adequate records of all deposits to and disbursements from the account.

**4. Membership Fees**

Participating Employers must pay membership fees for each Fee Year, determined by the following schedule:

Fewer than 200 employees	\$3,000
200 to 499 employees	\$5,000
500 to 999 employees	\$ 7,500
1,000 to 1,999 employees	\$10,000
2,000 or more employees	\$12,500

- The first Fee Year is October 1, 2023 – September 30, 2024.
- The second Fee Year is October 1, 2024 – December 31, 2025 (a long year).
- The third Fee Year is January 1, 2026 – December 31, 2026.
- Any Fee Year thereafter is the calendar year.

Membership fees for the first Fee Year are due within 30 days after an Employer joins the Collaborative. Thereafter, fees are due before the first day of each following Fee Year.

Employee counts are determined as of the June 30 preceding the due date of a fee payment. Employees are counted if they meet the eligibility requirements for TCA benefits on that date.

If an employer joins the Collaborative on or after October 1, 2023, the employer must pay membership fees determined as though it joined the Collaborative before October 1, 2023.

It is understood that the membership fees set forth above are based on estimates of the amounts needed to operate the Collaborative. Actual operating experience may call for increases or decreases in the membership fees, as determined by the Administrative Committee.

**5. Administrative Committee**

The Collaborative’s day to day affairs, including incurring and payment of expenses, will be overseen by the Administrative Committee. The Committee will consist of two members



appointed by MABE and two members appointed by MACo. In addition, the Executive Directors of MABE and MACo, or their designees, will be ex officio members of the Committee.

The Committee will meet at such times and via such formats as the Committee determines. The Committee will act by majority vote of its members. No Committee member will be personally responsible for any debt or obligation of the Collaborative or of any Participating Employer.

The Committee has the discretionary authority to interpret this Agreement and to make any findings of fact necessary to carry out this Agreement and the purposes of the Collaborative.

A Committee member may resign at any time by submitting a written notice of resignation to the entity that appointed the member. A Committee member may be removed at any time for any reason, by action of the entity that appointed the member.

## **6. Amendment and Interpretation of Agreement**

This Agreement may be amended by joint agreement of MABE and MACo. Any amendment is binding on all Participating Employers.

This Agreement will be interpreted to comply with the TCA and regulations issued under the TCA, including regulations issued by the Maryland Insurance Administration regarding TCA insurance policies.

## **7. Withdrawal and Removal from Collaborative**

A Participating Employer may withdraw from the Collaborative by giving 30 days advance written notice to the Committee (or upon such shorter notice period as the Committee may accept). A Participating Employer may be removed from the Collaborative by joint agreement of MABE and MACo if the Employer ceases to be a member in good standing of MABE, MACo or MML, or is not in compliance with its obligations under this Agreement. No membership fees will be refunded upon withdrawal or removal from the Collaborative.

A Participating Employer that withdraws or is removed from the Collaborative is thereafter ineligible to purchase any TCA insurance policy arranged by the Collaborative. If a TCA insurance policy arranged by the Collaborative is in effect at the time of withdrawal or removal, ineligibility takes effect at the next renewal of the policy.

## **8. Termination of Collaborative**

The Collaborative will cease to exist when all Participating Employers have withdrawn, or when MABE and MACo jointly agree to terminate the Collaborative. Any amounts remaining in the bank account maintained for the Collaborative will be returned to Participating Employers as determined by MABE and MACo.

## **9. Failure to Purchase and Maintain TCA Insurance**

A Participating Employer that does not purchase and maintain a TCA insurance policy arranged by the Collaborative is automatically removed from the Collaborative effective upon the date the Employer's alternative compliance with the TCA takes effect. However, removal will not apply (1) if the premium rate under the TCA insurance policy exceeds the State Plan required contribution rate or (2) if the purchase and maintenance of the TCA insurance policy would conflict with the Participating Employer's obligations under a collective bargaining agreement.

**ACKNOWLEDGMENT**

By signing below, the Participating Employer agrees to join the Collaborative and to be bound by this Agreement.

Employer name: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

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

The Administrative Committee hereby confirms receipt of the Participating Employer's Acknowledgment.

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

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

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

Statement of Intent to Join TCA Insurance Collaborative

[[ENTITY LETTERHEAD]]

September \_\_, 2023

Milton E. Nagel  
Executive Director  
Maryland Association of Boards of Education  
621 Ridgely Avenue, Suite 300  
Annapolis, MD 21401

[OR]

Michael Sanderson  
Executive Director  
Maryland Association of Counties  
169 Conduit Street  
Annapolis, MD 21401

Re: Time to Care Act Insurance Collaborative

Dear Sir:

The undersigned, a duly authorized official of [[entity name]], hereby confirms that [[entity]] intends to join the Time to Care Act Insurance Collaborative in accordance with the attached Memorandum of Agreement, and that the undersigned has recommended to [[entity's governing board]] that the [[entity]] so join the Collaborative.

[[ENTITY NAME]]

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

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

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

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 J. Elder  
Eric J. Fiori  
Joseph M. Mitrecic  
Diana Purnell

OFFICE OF THE  
COUNTY COMMISSIONERS  
**Worcester County**  
GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103  
SNOW HILL, MARYLAND  
21863-1195

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

September 8, 2023

TO: Worcester County Commissioners  
FROM: Karen Hammer, Administrative Assistant V  
SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2023

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (10), which have current or upcoming vacancies (18).

**President Bertino – You have One (1) positions open:**

- George Solyak – Term Ending – Agricultural Reconciliation Bd.

**Commissioner Purnell – You have fulfilled all board positions, Thank you!**

**Commissioner Bunting - You have Two (2) positions open:**

- David Deutsch - Term Ending - Dec. 21 - Ethics Board.
- Susan Childs – Resigned – April, 2022 – Commission For Women

**Commissioner Abbott – You have fulfilled all board positions, Thank you!**

**Commissioner Mitrecic - You have One (1) position open:**

- Jake Mitrecic – Resigned – Housing Review Bd.

**Commissioner Elder - You have Two (2) positions open:**

- George Dix – Term Ending – Solid Waste Advisory Bd.
- Hope Carmean – Tenure Expires – Commission For Women - Not a Reappointment

## **Commissioner Fiori - You have Seven (7) positions**

**open:** Martin Kwesko - **Resigned** - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour

- Matthew Kraeuter - Term Ended; **Available for Reappointment** - Dec. 21-WWW Advisory, 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
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

### **All Commissioners:**

- **(1)-Adult Public Guardianship Board-**  
(1) Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).
- **(1) -Drug and Alcohol Abuse Council - 4 Positions – (1)** (Passing of Dr. Cragway, Jr),
- **(2) -Local Development Council For the Ocean Downs Casino-4 yr.-**  
Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.),
- **(5) -Water and Sewer Advisory Council - Mystic Harbour (3)** (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) **(2)**-Term Ended-Martin Kwesko and Matthew Kraeuter
- **(1)- Water and Sewer Advisory Council- West Ocean City-(1)** Term Ended-Dec. 21 -  
Keith Swanton
- **(4 Total) - Commission for Women- (3) Resigned** -Elizabeth Rodier, (Fiori) not a reappointment  
resignation of Susan Childs (Bunting) and the resignation of Kris Heiser  
**(1) Tenure Ending** - Hope Carmean (Elder)

Pending Board Appointments - By Commissioner

**District 1- Abbott** Thank You, all of yow-boards are complete.

**District 2-Purnell** Thank You, all of your boards are complete.

**Distlict 3- Fiori**

- p.13 Maitin Kwesko – Term Ended - Dec.21-Water & Sewer Adv. Mystic Harbor
- p.13 Matthew Kraeuter - Term Ended- Dec. 21-WWW Adv. Mystic Harbor **Ava. To Reappt**
- p.13 Joseph Weitzell -passed- Water & Sewer Advisoly Council, Mystic Harbor p.
- p.13 Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbor.
- p.13 Bmce Bwns -passed- Water & Sewer Advisory Council, Mystic Harbor
- p.15 Keith Swanton-Tenn Ended- Water & Sewer Adv., West Ocean City
- p.16 Elizabeth Rodier -Telm Ended- Commission for Women

**District 4 -Elder**

- p.12 George Dix-TelM Ended- Solid Waste Adv. Bd.
- p.16 HopeCaimean-TelMEnded-Comrn. For Women

**District 5- Bertino**

- p.6 George Solyak-Term Ending-Ag. Reconciliation Bd.

**District 6- Bunting**

- p.9 David Deutsch- Ethics Board
- p.16 Susan Childs - resigned- Commission For Women

**District 7-Mitreic**

- p.10 Jake Mitreic - Resigned - Housing Review Bd.

**All Commissioners:**

- p. 4- (1)-Adult Public Guardianship Board-** Term Expired-Ms. Wessels.
- p. 7 - (1) -Drug and Alcohol Abuse Council - (1)** (Passing of Dr. Cragway, Jr),
- p. 11 - (2)- Local Development Council For the Ocean Downs Casino-4 yr.-**  
Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.)
- p. 13 - (5) - Water and Sewer Adviso1·y Council - Mystic Harbor** (Passing of Richard Jendrek, Bmce Bwns and Joseph Weitzell) (1)-Term Endings - Maitin Kwesko and Matthew Kraeuter.
- p. 15- (1)- Water and Sewer Advisory Council-West Ocean City-** -Keith Swanton
- p.16 - (4 Total) - Commission fo1·Women (3) Resigned** -Elizabeth Rodier, (Fiori) Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.
- (1) Tenure Ending** - Hope Carmean (Elder)

**ADULT PUBLIC GUARDIANSHIP BOARD**

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory  
Perform 6-month reviews of all guardianships held by a public agency.  
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms  
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department  
1 member must be a physician  
1 member must be a psychiatrist from the local department of health  
1 member must be a representative of a local commission on aging  
1 member must be a representative of a local nonprofit social services organization  
1 member must be a lawyer  
2 members must be lay individuals  
1 member must be a public health nurse  
1 member must be a professional in the field of disabilities  
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

\* = Appointed to fill an unexpired term

**ADULT PUBLIC GUARDIANSHIP BOARD**  
(Continued)

## Prior Members:

Dr. Donald Harting  
Maude Love  
Thomas Wall  
Dr. Dorothy Holzworth  
B. Randall Coates  
Kevin Douglas  
Sheldon Chandler  
Martha Duncan  
Dr. Francis Townsend  
Luther Schultz  
Mark Bainum  
Thomas Mulligan  
Dr. Paul Flory  
Barbara Duerr  
Craig Horseman  
Faye Thornes  
Mary Leister  
Joyce Bell  
Ranndolph Barr  
Elsie Briddell  
John Sauer  
Dr. Timothy Bainum  
Ernestine Bailey  
Terri Selby (92-95)  
Pauline Robbins (92-95)  
Darryl Hagey  
Dr. Ritchie Shoemaker (92-95)  
Barry Johansson (93-96)  
Albert Straw (91-97)  
Nate Pearson (95-98)  
Dr. William Greer, III (95-98)  
Rev. Arthur L. George (95-99)  
Irvin Greene (96-99)  
Mary Leister (93-99)  
Otho Aydelotte, Jr. (93-99)  
Shirley D'Aprix (98-00)  
Theresa Bruner (91-02)  
Tony Devereaux (93-02)  
Dr. William Krone (98-02)  
David Hatfield (99-03)  
Dr. Kimberly Richardson (02-03)  
Ina Hiller (91-03)  
Dr. David Pytlewski (91-06)  
Jerry Halter (99-06)  
Dr. Glenn Arzadon (04-07)  
Madeline Waters (99-08)  
Mimi Peuser (03-08)  
Dr. Gergana Dimitrova  
(07-08)  
Carolyn Cordial (08-13)  
June Walker (02-13)  
Bruce Broman (00-14)  
Lori Carson (13-14)

## Since 1972

Pattie Tingle (15-16)  
The Rev. Guy H. Butler  
(99-17)  
Debbie Ritter (07-17)  
Dean Perdue (08-17)  
Dr. Dia Arpon \*(10-18)  
Dr. Kenneth Widra (18-21)

\* = Appointed to fill an unexpired term



Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory  
 Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents  
 - Two Members chosen from nominees of Worcester County Farm Bureau  
 - One Member chosen from nominees of Worcester County Forestry Board  
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting  
 - Jennifer Keener (410-632-1200)  
 County Agricultural Extension Agent - As Consultant to the Board  
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

- Michael Beauchamp (00-06)
- Phyllis Davis (00-09)
- Richard G. Holland, Sr. (00-12)
- Rosalie Smith (00-14)
- Betty McDermott \*(09-17)

\* = Initial terms staggered

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory  
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)  
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)  
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<b><u>At-Large Members</u></b>		
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
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
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26

<b><u>Ex-Officio Members</u></b>		
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

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

## Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

## Prior Members:

Since 2004

Vince Gisriel	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing ( *06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

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

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

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

Current Members:

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

Prior Members: (Since 1972)

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

\* = Appointed to fill an unexpired term

**HOUSING REVIEW BOARD**

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory  
To decide on appeals of code official’s actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3-year terms  
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department  
Davida Washington, Housing Program Administrator - 410-632-1200  
Ext: 1171

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18-21, 21-24(resigning)
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	Ocean Pines	23-26

**Prior Members:**

Phyllis Mitchell	Wardie Jarvis, Jr. (96-03)	C.D. Hall 10-22
William Lynch	Albert Bogdon (02-06)	Chase Church (*19-22)
Art Rutter	Jamie Rice (03-07)	
William Buchanan	Howard Martin (08)	
Christina Alphonsi	Marlene Ott (02-08)	
Elsie Purnell	Mark Frostrom, Jr. (01-10)	
William Freeman	Joseph McDonald (08-10)	
Jack Dill	Sherwood Brooks (03-12)	
Elbert Davis	Otho Mariner (95-13)	
J. D. Quillin, III (90-96)	Becky Flater (13-14)	
Ted Ward (94-00)	Ruth Waters (12-15)	
Larry Duffy (90-00)	John Glorioso (*06-19)	
Patricia McMullen (00-02)	Sharon Teagle (00- 20)	
William Merrill (90-01)	Davida Washington (*21-21)	
Debbie Rogers (92-02)	Donna Dillion (08-22)	

\* = Appointed to fill an unexpired term

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

**ITEM 20**

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory  
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194  
Roscoe Leslie, County Attorney, 410-632-1194

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey <sup>c</sup>	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan <sup>c</sup>	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting <sup>c</sup>	At-Large	Business - Berlin	*09-10-14-18-22-26

**Prior Members:**

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

**Since 2009**

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

Charlie Dorman (12-19)  
Gee Williams (09-21)

\* = Appointed to fill an unexpired term/initial terms staggered  
<sup>c</sup> = Charter Member

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 - Mike McClung - (410-632-3177)  
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
John O'Brien	D-6, Bunting	Bishopville	*22-23
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Michael Pruitt	Town of Snow Hill		*22-24
Don Furbay	D-3, Fiori	Berlin	20-24
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

Prior Members: (Since 1994)

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

\* = Appointed to fill an unexpired term

**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:**

<b>Member's Name</b>	<b>Resides</b>	<b>Years of Term(s)</b>
Martin Kwesko	Mystic Harbour	13-17, 17-21 (Resigned)
Richard Jendrek <sup>C</sup>	Bay Vista I	05-10-14-18, 18-22 (deceased)
Matthew Kraeuter	Ocean Reef	*19-22 Available for Re-app.
Joseph Weitzell <sup>C</sup>	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

**Prior Members: (Since 2005)**

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

<sup>C</sup> = Charter member - Initial Terms Staggered in 2005  
\* = Appointed to fill an unexpired term



**WATER AND SEWER ADVISORY COUNCIL  
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

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

Current Members:

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

Prior Members: (Since 1993)

Eleanor Kelly<sup>c</sup> (93-96)                      Andrew Delcorro (\*14-19)

John Mick<sup>c</sup> (93-95)

Frank Gunion<sup>c</sup> (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham<sup>c</sup> (93-13)

Ralph Giove<sup>c</sup> (93-14)

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3<sup>rd</sup> Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District  
 4 At-large members, nominations from women’s organizations & citizens  
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety  
 No member shall serve more than six consecutive years

Contact: Tamara White and Coleen Colson, Co-Chair  
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member’s Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24 (Resigned)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25

Prior Members: Since 1995

- |   |                                     |                              |
|---|-------------------------------------|------------------------------|
| Ellen Pilchard <sup>c</sup> (95-97)       | Patricia Ilczuk-Lavanceau (98-99)   | Catherine W. Stevens (02-04) |
| Helen Henson <sup>c</sup> (95-97)         | Lil Wilkinson (00-01)               | Hattie Beckwith (00-04)      |
| Barbara Beaubien <sup>c</sup> (95-97)     | Diana Purnell <sup>c</sup> (95-01)  | Mary Ann Bennett (98-04)     |
| Sandy Wilkinson <sup>c</sup> (95-97)      | Colleen McGuire (99-01)             | Rita Vaeth (03-04)           |
| Helen Fisher <sup>c</sup> (95-98)         | Wendy Boggs McGill (00-02)          | Sharyn O’Hare (97-04)        |
| Bernard Bond <sup>c</sup> (95-98)         | Lynne Boyd (98-01)                  | Patricia Layman (04-05)      |
| Jo Campbell <sup>c</sup> (95-98)          | Barbara Trader <sup>c</sup> (95-02) | Mary M. Walker (03-05)       |
| Karen Holck <sup>c</sup> (95-98)          | Heather Cook (01-02)                | Norma Polk Miles (03-05)     |
| Judy Boggs <sup>c</sup> (95-98)           | Vyoletus Ayres (98-03)              | Roseann Bridgman (03-06)     |
| Mary Elizabeth Fears <sup>c</sup> (95-98) | Terri Taylor (01-03)                | Sharon Landis (03-06)        |
| Pamela McCabe <sup>c</sup> (95-98)        | Christine Selzer (03)               | Vanessa Alban (17-22)        |
| Teresa Hammerbacher <sup>c</sup> (95-98)  | Linda C. Busick (00-03)             |                              |
| Bonnie Platter (98-00)                    | Gloria Bassich (98-03)              |                              |
| Marie Velong <sup>c</sup> (95-99)         | Carolyn Porter (01-04)              |                              |
| Carole P. Voss (98-00)                    | Martha Pusey (97-03)                |                              |
| Martha Bennett (97-00)                    | Teole Brittingham (97-04)           |                              |

\* = Appointed to fill an unexpired term  
<sup>c</sup> = Charter member

## Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
Kathy Muncy (08-09)	Mary Mumford (*16-22)
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

\* = Appointed to fill an unexpired term

c = Charter member