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

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

OFFICE OF THE
COUNTY COMMISSIONERS
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
JOSEPH E. PARKER, III
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Patricia Victor Deshields has contributed 20 years of dedicated service to the Worcester County Sheriff's Office where she began her career on November 18, 2002; and

WHEREAS, Ms. Deshields played an integral role as an office assistant III, and her expertise and experience, as well as her use of independent judgement and mature discretion, have been instrumental in the overall management of office operations within the Worcester County Sheriff's Office.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Patricia Victor Deshields** for her years of devoted service to Worcester County, and we wish her a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 21st day of June, in the Year of Our Lord Two Thousand Twenty-Two.

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

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JOSEPH E. PARKER, III
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Corporal Anthony L. Dale has contributed 22 years of dedicated service to the Worcester County Jail, where he began his career on April 26, 2000; and

WHEREAS, Corporal Dale's expertise and experience have been instrumental in providing for the security and welfare of the inmate population, as well as the overall management of the Worcester County Jail.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Corporal Anthony L. Dale** for his years of service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 21st day of June, in the Year of Our Lord Two Thousand Twenty-Two.

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

Administration

LOUIS H. TAYLOR
Superintendent of Schools

C. DWAYNE ABT, Ed.D.
Chief Safety & Human Relations Officer

DENISE R. SHORTS
Chief Academic Officer, Gr. PK-8

VINCENT E. TOLBERT, CPA
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Operating & Academic Officer, Gr. 9-12

WORCESTER
COUNTY PUBLIC SCHOOLS

The Board of Education of Worcester County
6270 Worcester Highway | Newark, Maryland 21841
Telephone: (410) 632-5000 | Fax: (410) 632-0364
www.worcesterk12.org

Board Members

ELENA J. MCCOMAS
President

TODD A. FERRANTE
Vice-President

JON M. ANDES, Ed.D.

WILLIAM E. BUCHANAN

WILLIAM L. GORDY

NATHANIEL J. PASSWATERS

DONALD C. SMACK, SR.

June 10, 2022

Mr. Weston Young
Chief Administrative Officer
Office of the County Commissioners
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, MD 21863

Dear Mr. Young,

Attached please find the proposed County Appropriation Transmittal Schedule for Fiscal Year 2023. The schedule follows the same plan as used in past years, which takes into consideration the months that state aid is received to balance the cash flow needs from the County.

Please contact me should there be any questions or concerns with this schedule.

Sincerely,

Vincent E. Tolbert, CPA
Chief Financial Officer

VET/tcs

Attachment

BOARD OF EDUCATION OF WORCESTER COUNTY

COUNTY APPROPRIATION TRANSMITTAL SCHEDULE

FISCAL YEAR 2023

MONTH	REQUISITION NUMBER	AMOUNT	DATE FUNDS TRANSMITTED
July	1	$2,151,374	Thursday, July 14,2022
	2	2,151,374	Thursday , July 28, 2022
August	3	3,237,448	Thursday, August 11, 2022
	4	3,237,448	Tuesday, August 30, 2022
September	5	5,094,714	Thursday, September 15, 2022
	6	5,094,714	Friday, September 30, 2022
October	7	5,094,714	Friday, October 14, 2022
	8	5,094,714	Wednesday, October 28, 2022
November	9	5,094,714	Tuesday, November 15, 2022
	10	5,094,714	Wednesday, November 30, 2022
December	11	3,537,448	Friday, December 9, 2022
	12	3,237,448	Wednesday, December 21, 2022
January	13	5,094,714	Wednesday, January 11, 2023
	14	5,094,714	Thursday, January 26, 2023
February	15	3,237,448	Wednesday, February 15, 2023
	16	3,237,448	Tuesday, February 28, 2023
March	17	5,751,603	Wednesday, March 15, 2023
	18	5,094,714	Thursday, March 30, 2023
April	19	3,237,448	Friday, April 14, 2023
	20	3,237,448	Friday, April 28, 2023
May	21	5,094,714	Friday, May 12, 2023
	22	5,094,714	Friday, May 26, 2023
June	23	5,339,834	Tuesday, June 13, 2023
	24	2,650,324	Thursday, June 29, 2023
TOTAL REQUISITIONS		$100,285,947	

Appropriations:	$99,985,947	Unrestricted
	200,000	Technology
	100,000	Capital Outlay
	$100,285,947	

Approval _____

https://wcps-my.sharepoint.com/personal/tcsearing_worcesterk12_org/Documents/County Transmittal Schedule/countytransmittalscheduleFY23.xls

Administration

LOUIS H. TAYLOR
Superintendent of Schools

C. DWAYNE ABT, Ed.D.
Chief Safety & Human Relations Officer

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WILLIAM L. GORDY

NATHANIEL J. PASSWATERS

DONALD C. SMACK, SR.

June 8, 2022

Mr. Weston Young
Chief Administrative Officer
Office of the County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, MD 21863-1195

Dear Mr. Young:

Attached is the Annual Budget Certification Statement, which the Board of Education must submit to the Maryland State Board of Education, detailing County funds appropriated for FY 2023. Since the state report utilizes a different format than our local budget, I have listed below the amounts approved by the County Commissioners that agrees to the total on this report.

Current Expense	
Appropriation for Board of Education	$99,985,947
Technology Program - Recurring	200,000
Technology Program – Non - Recurring	-0-
School Building Improvements	100,000
Total Current Expense	$100,285,947
School Construction	$ 205,000
Debt Service	$12,455,856

Please have this form signed by Mr. Mitrecic and return to me at your earliest convenience. Should you have any questions, please give me a call.

Sincerely,

Vincent E. Tolbert, CPA
Chief Financial Officer

WORCESTER
(Local Unit)

ANNUAL BUDGET

for the Fiscal Year Ending June 30, 2023

Authorized under §5-101, §5-102, and §5-111 of
Education Article of the Annotated Code of Maryland

Refer to the *Financial Reporting Manual for Maryland Public Schools*, Revised 2014
for definitions of accounts to be reported on this budget.

CERTIFICATION STATEMENT

To the Board of County Commissioners or the County/City Council:
In accordance with the requirements of the Acts of the General Assembly, and the rules and regulations of the State Board of Education, and on and with the advice of the State Superintendent of Schools, the Board of Education herewith submits the itemized school budget, showing the financial needs and estimated federal, state, local, and other revenue sources of the County/City for Current Expenses, School Construction, and Debt Service.

Agreeably, thereto you are hereby requested to provide from **County/City** sources the following appropriation, respectively:

Current Expense – Recurring Local Appropriation	$100,285,947
Current Expense – Nonrecurring Local Appropriation	$ -0-
Total Local Appropriation	$100,285,947
School Construction	$205,000
Debt Service	$12,455,856
Duly submitted by:	Date: June 30, 2022

, President

, Secretary

The above appropriations from County/City sources have been approved.

Signature of President or Chair
of the County/City Council or County Commissioners

Preparer: Vincent E. Tolbert, CFO

Telephone: 410-632-5062

Date: June 30, 2022

MARYLAND'S Coast WORCESTER COUNTY

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

TO: Weston S. Young, Chief Administrative Officer
FROM: Candace Savage, Budget Officer CS
DATE: June 13, 2022
RE: Wor-Wic Community College Spending Authority Request – FY23

Attached for your review is the Wor-Wic Community College Expenditure Budget by Function totaling $31,251,411 for FY2023. Dr. Hoy is seeking your approval of these expenditure categories as required by law. Based upon Wor-Wic Community College's approved operating budget of $31,251,411 as presented, Worcester County's local share of the funding totals $2,530,242 as approved in the County Operating Budget on June 7, 2022.

Attachments: Resolution
FY23 Expenditure Budget by Function

S:\Commissioners\Candace\FY23 Budget\FY23 Final\Wor-Wic spending authority cover memo - FY23.docx

DRAFT

RES 22-9, if approved

RESOLUTION NO. 22-

RESOLUTION ADOPTING THE WOR-WIC COMMUNITY COLLEGE EXPENDITURE BUDGET FOR FISCAL YEAR 2023

Recitals

A. The County Commissioners of Worcester County, Maryland adopted the Fiscal Year 2023 Operating Budget on June 7, 2022 and deem it necessary to pass a Resolution to approve the Expenditure Budget for Wor-Wic Community College.

B. Under Maryland Code, Edu.§ 16-301, the Board of Trustees and the President of each Community College shall annually prepare and submit to the County governing body an operating budget, capital budget, and long-term capital improvement plan.

C. Section 16-301 further provides that the County governing body shall review and approve the budget of the Community College and may reduce it.

D. Maryland Code, Edu.§ 16-304 provides that the County governing body shall make appropriations by major functions.

E. The Wor-Wic Community College President and Board of Trustees have submitted the Wor-Wic Community College Expenditure by Function FY 2023 for approval by the County.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the Wor-Wic Community College Expenditure Budget by Function FY 2023 is approved.

AND BE IT FURTHER RESOLVED that this Resolution will take effect upon its passage.

WOR-WIC COMMUNITY COLLEGE
EXPENDITURE BUDGET BY FUNCTION
FY 2023

	AMOUNT
INSTRUCTION This category includes expenditures for all activities that are part of the institution's instructional program, including credit and continuing education courses.	$ 10,898,852
INSTITUTIONAL SUPPORT This category includes expenditures for administrative office activities including fiscal operations, information technology, institutional research, publications and resource development.	$ 6,802,652
ACADEMIC SUPPORT This category includes expenditures for library services, academic administration and support services for instruction.	$ 5,835,536
PLANT This category includes expenditures for the operation and maintenance of the physical plant and public safety.	$ 4,287,225
STUDENT SERVICES This category includes expenditures for the offices of admissions, financial aid, registrar, counseling, recruitment, retention, student engagement and the vice president for enrollment management and student services.	$ 3,192,146
SCHOLARSHIPS This category includes expenditures for scholarships and tuition waivers.	$ 235,000
TOTAL OPERATING BUDGET	**$ 31,251,411**
MAINTENANCE AND REPAIR	$ 482,800

Note: County budget approval is by major function. Maintenance and repair is considered a major function.

MARYLAND'S Coast WORCESTER COUNTY

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

TO: Weston S. Young, Chief Administrative Officer
FROM: Candace Savage, Budget Officer CS
DATE: June 15, 2022
RE: FY23 Budget Amendment

At the end of the meeting on June 7, 2022 there was a motion to increase the ambulance funding from $10,000 per ambulance to $15,000 per ambulance in the Fiscal Year 2023 budget. This will result in an increase of $140,000. Staff recommends funds come from a transfer in of prior year surplus. A resolution adopting the budget amendment is attached.

Attachments: Resolution

\\wcg-file\shares\Commissioners\Candace\FY23 Budget\FY23 Final\FY23 Budget Amendment.docx

DRAFT

RES 22-10, if approved

RESOLUTION NO. 22-__

RESOLUTION BUDGET AMENDMENT

FOR FISCAL YEAR 2023

Recitals

A. Worcester County Code CG Section 4-201, the County Commissioners adopted a Resolution on June 7, 2022 adopting the expense budget and establishing the tax rate for Fiscal Year 2023.

B. The County Commissioners have identified an additional expense to be included in Fiscal Year 2023 expense budget.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. The County Commissioners adopt a budget amendment for Fiscal Year 2023 that the Fiscal Year 2023 budget be modified as follows:

   a. Increase the following line item:

      Volunteer Fire & Ambulance – Other Charges by $140,000.

   b. Funds to come from a transfer in of prior year surplus of $140,000.

AND BE IT RESOLVED that this Resolution will become effective July 1, 2022.

PASSED AND ADOPTED this 21st day of June, 2022:

Attest: **Worcester County Commissioners**

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH D
CUSTOMER SERVICE D
TECHNICAL SERVICES D

Memorandum

To: Worcester County Commissioners

CC: File

From: Davida T. Washington

Date: 06/13/2022

Re: Housing Rehabilitation Program Bid Recommendation

A bid opening was held on Monday, June 13, for a proposed HVAC install at a housing rehabilitation project located in Berlin. One bid was received from one contractor:

East Coast Heating and A/C - $17,620.00

This project is proposed to be funded through the current CDBG housing rehabilitation grant, MD-20-CD-22. Under the purchasing guidelines of this funding source, a minimum of three contractor bids is required. However, the County may request a waiver to the minimum bid requirement.

In consideration of the need to close the current grant cycle, I recommend we accept this bid, contingent upon the County's receipt of a waiver to the three bid minimum required by the State CDBG grant office. Copies of the Competitive Bid Worksheet and the contractor proposal are attached for your review.

Competitive Bid Worksheet

Item: Housing Rehabilitation Project in HVAC - Berlin

Deadline/Opening Date: 1:00 P.M., Monday, June 13, 2022

Bids Received by deadline = 1

Joyce Pitts
211 Flower Street
Berlin, MD 21811

Contractor's Submitting Bids:	Total Quote
East Coast Heating and A/C, LLC **8841 Bi-State Blvd.** **Delmar, MD 21875**	**$17,620.00**

NOTICE TO HOME IMPROVEMENT CONTRACTORS
INVITATION TO BID
Housing Rehabilitation
Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for rehabilitation work to be performed on a single-family home located in the Snow Hill area of Worcester County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors. Packages may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us under the "Bids" drop-down menu in the lower right hand side of the home page, or by calling the Commissioners' Office at 410-632-1194 to request a package by mail.

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, June 13, 2022,** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid HVAC– June 13 –Berlin**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **Davida Washington**, at 410-632-1200, ext. 1171.

WORCESTER COUNTY IS REQUESTING QUOTATIONS FROM QUALIFIED CONTRACTORS FOR REPAIRS TO:

PROPERTY OF: **Joyce Pitts**
ADDRESS: **211 Flower St.**
Berlin, MD 21811
TELEPHONE: **410-641-3473**

TOTAL QUOTE: $ 17,620.00

CONTRACTOR: EAST COAST HEATING & A/C DATE: 6/6/22
NO QUOTATIONS AFTER: June 13, 2022

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

1) The Contractor shall coordinate all work in progress with the homeowner so as not to severely disrupt living conditions. Inside work which is disruptive, or displaces the use of the kitchen, bathroom, or bedrooms, shall be pursued continuously on normal working days.
2) The Contractor shall be responsible for removing and replacing furniture and other articles, to and from other storage areas on premises, as needed to allow work space or to protect such possessions. Provide plastic film protection over all furniture (if not removed), carpets, finished floors, etc. – also install film at doorways as required.
3) The Contractor shall remove all excess material, construction debris, and other existing debris and material specified herein, to an approved dumpsite off premises. Work area shall be broom swept at the end of each work day.
4) The Contractor shall contact the Program Inspector or Housing Administrator for direction in the event that coordination or clarification problems arise with the homeowner or other contractors.
5) The Contractor shall coordinate closely with the homeowner as to which possessions are considered "junk and debris" and which are valuable before hauling anything away.
6) The Contractor shall leave all work areas on the premises in a neat and clean condition, and shall instruct the homeowner in the care and use of all installed equipment and appliances. Owner's manuals and warranty booklets are to be provided to the homeowner for all applicable equipment, appliances, and materials.
7) The Contractor shall not undertake or engage in any additional work intended to be billed to the Program as an "extra" or as additional cost to the original contract without a written change order signed by the Program Inspector, Housing Administrator, and homeowner. A written change order as outlined above is also

required for substitutions or additions to the original scope of work not involving additional costs.

8) The Contractor shall obtain and pay for all building, plumbing, electrical, well, septic and other permits required for specified work.
9) The Contractor shall call for all inspections required by County law as well as inspections to receive draw payments and any special inspections required by the Program Inspector. All work shall conform to code.
10) All of the above general conditions shall be adhered to unless otherwise specifically described in the following scope of work.

Contractor Conflict of Interest Disclosure

All businesses submitting bids for projects and activities which include funding through the Maryland Community Development Block Grant Program must disclose any potential conflict of interest. A conflict of interest may occur if the business owner/principals are related to or have a business relationship with an employee, officer or elected official of **Worcester County**. If it is determined there is a conflict of interest or potential conflict of interest, you may not be selected even if your bid is determined to be the lowest, most qualified. The **County** can request for the State of Maryland CDBG Program to review and make a determination which could result in a waiver allowing for approval.

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _____? ☐ Yes ☑ No
   If yes, please identify:_____

2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _____?
   ☐ Yes ☑ No If yes, please identify:_____

3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? ☐ Yes ☑ No
   If yes, please identify:_____

I/We certify that the above information is true and correct. I/We understand that providing false statements or information is grounds for termination of assistance and is punishable under federal law.

Signed: Edward L Reddick
Date: 6/6/22

Name: Edward L Reddick (Print)

Signed:_____
Date:_____

Name:_____ (Print)

**For all non-construction contracts and for single family housing rehabilitation only*
9/2017

For Grantee Use Only:

CDBG Grant Number:		**Date Received:**
☐ **Conflict of Interest does not exist**	☐ **Conflict of Interest exists**	
Date Sent to State:	☐ **Waiver Granted**	☐ **Waiver Denied**

Bid Submission Checklist

☑ Contractor Qualification Form

☑ Contractor Conflict of Interest Disclosure Form

☑ Bid Form- on your company letterhead using Worcester format

☑ Scope of Work with Line Item Breakdown- all lines completed and total price

☑ Section 3 Compliance Bid Form * if you are not a Section 3 employer and expect no new hires, check 3rd option and enter "0" new employees

☑ Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify

☐ Attended Pre-bid meeting: ____ Required _X__ Not Required

☑ Signed Bid Submission Checklist

Edward L Reed Jr 6/6/22

Signature Date

Please check off items submitted above, sign and include this checklist with your submission package. If you have any questions as to if a previously submitted Contractor Qualification Form has expired, please contact Davida Washington at 410-632-1200, ext. 1171. Bids submitted with no Contractor Qualification form on file dated within the past 6 months may not be considered. Please note HUD 4010 enclosed for informational purposes; Davis Bacon is not required for this project.

East Coast Heating & A/C
8841 Bl State Blvd
Delmar, MD 21875
(443) 359-5901

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM
CONTRACTOR QUALIFICATION FORM

Contractor EAST COAST HEATING & A/C LLC.

Address 8841 Bl STATE BLVD
DELMAR MD 21875

Phone Number 443-359-5901

Federal I.D. or S.S. # 27-3958599

Insurance Company, Agent, & Coverages: _____

List of Company Officers: EDWARD L REDDICK

List of Licenses Currently Held:

110950	2/17/24
MHIC Number	Exp. Date
N/A	
MBR Number	Exp. Date
N/A	
MDE Lead Cert.	Exp. Date
N/A	
EPA Lead Cert.	Exp. Date

Trade References (2)

PENCO	410-742-8606
Name	Phone
R.E. MICHEL	410-749-1168
Name	Phone

Client References (2)

BILL MARTIN	410.749.1818
Name	Phone
MIKE LAMBERT	410-742-8606
Name	Phone

Is contractor in a State of Bankruptcy? ____ Yes ✓ No
Is contractor on HUD's debarred list? ____ Yes ✓ No

Is contractor any of the following? (not required to qualify)

____ Minority Business Enterprise
____ Women's Business Enterprise
____ Disadvantaged Business Enterprise
____ Section 3 Employer

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 COMPLIANCE BID FORM

Name of Business: EAST COAST HEATING & A/C

Address of Business: 8841 BI STATE BLVD DELMAR MD 21875

Type of Business: __ Corporation __ Partnership __ Sole Proprietorship ✓ Other

Business Activity: INSTALL & SERVICE

____ I am certified as a Section 3 Business. I have attached a Section 3 Business Certification.

OR

____ I will subcontract 25% of the contract amount to one or more certified Section 3 Businesses. I have attached Section 3 Business Certifications for selected subcontractors.

OR

✓ I anticipate hiring 0 new employees under this contract, if awarded. I understand that if any new hires are required under this contract, I will need to comply with Section 3 hiring requirements.

I attest that the above information is true and correct.

Edward L Reddick
Signature

EDWARD L REDDICK
Print Name

OWNER
Title

6/6/22
Date

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on Monday **June 13, 2022,** at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to **Davida Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **"Housing Rehabilitation Bid HVAC– June 13 – Berlin",** Each bid must be signed and dated.

Contractor qualifications: Any contractor who has not submitted a Contractor Qualification form to the Program within the past six (6) months must complete and return the enclosed form. Contractors for this project must be a licensed Maryland Home Improvement Contractor as well as possess active liability insurance ($100,000/$300,000 for personal injury and $50,000/$100,000 for property damage).

Completion of job: Contractors are expected to commence work within thirty (30) days of the issuance of the Notice To Proceed. Work must be completed within thirty (30) days of commencement of job. If anticipated start date and completion schedule is different than outlined above, please write estimated dates on enclosed Bid Form.

Contracting Policy: Attached to this bid is a copy of the Rehabilitation Program Guidelines. Contractors are urged to read this document carefully.

ATTENTION: THIS BID FORM **MUST BE REPRODUCED ON YOUR COMPANY LETTERHEAD** AND BE SUBMITTED WITH YOUR BID PACKAGE. ALL PAGES OF WORK SCOPE WITH LINE ITEM PRICING DETAIL MUST BE INCLUDED. ANY MISSING INFO OR WORDING MAY DISQUALIFY YOUR BID. THE BID PACKAGE IS ALSO AVAILABLE ON-LINE AT www.co.worcester.md.us

BID FORM

***must be signed to be valid**

Property of Joyce Pitts
211 Flower St.
Berlin, MD 21811

I have reviewed the specifications and provisions for rehabilitation work on the above referenced property and understand said requirements. I hereby propose to perform this work for the total price of:

Total Quote: $ 17,620.00

Date Available To Start: 6/13/22

Date: 6/6/22

Edward L Reddick
Signature

Edward L Reddick
Typed Name

OWNER
Title

EAST COAST HEATING + AC
Company Name

8841 BI STATE BLVD
Address

DELMAR, MD 21875

443-359-5901
Phone Number(s)

2232 — HVAC license #

1/29/23 — Exp. Date

PROJECT: JOYCE PITTS DATE: 05-09-2022

ADDRESS: 211 Flower St.

BERLIN, MD 21811

PHONE: 410-641-3473

SCOPE OF WORK

A: PROVIDE AND INSTALL COMPLETE NEW HVAC SYSTEM:
Remove existing exterior "pack" unit and all supply and return ductwork. Provide and install new contractor grade, properly sized heat pump system with air handler, condensing unit, programmable thermostat, and all necessary supply and return system ductwork and filters. System is to be Energy Star rated, minimum 16 SEER, and sized in accordance with the ACCA's manual J or other recognized methodology. Data for heat load/loss calculations shall be based on post rehabilitation conditions. System is to be capable of heating the interior to 78 F when the exterior temperature is 0 F, in all habitable and essential rooms.

Clean up and haul away all old equipment and ductwork as well as any construction debris remaining.

TOTAL PRICE: $17,620.00

SIGNATURE: Edward L Reddick

PRINTED NAME: Edward L Reddick

TITLE: OWNER

COMPANY NAME: EAST COAST HEATING & A/C LLC

ADDRESS: 9841 BI STATE BLVD DELMAR MD 21875

PHONE NUMBERS: OFFICE: 443-359-5901 CELL: 410-430-5878

MHIC#: 110950 EXPIRATION DATE: 2/17/24

DATE OF PROPOSAL: 6/6/22

I have reviewed the above specifications and hereby accept as written.

Edward L Reddick 6/6/22

Owner Date

REHABILITATION GUIDELINES FOR WORCESTER COUNTY, MARYLAND

INTRODUCTION

This rehabilitation plan sets forth the guidelines and procedures governing the operation of the Worcester County Housing Rehabilitation Program.

This program will make available financial and/or technical assistance for the rehabilitation of eligible substandard housing units located in the unincorporated areas of Worcester County. Rehabilitation work will correct deficiencies in the eligible home and make the units safe, sound and sanitary for the occupants. All properties will be rehabilitated to the County's Livability Code.

The legal authority for this rehabilitation program comes from the applicable grant agreement for the Community Development Block Grant Program administered by the Maryland Department of Housing and Community Development.

The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

The Civil Rights Act of 1964
Executive Order 11246 concerning Equal Employment Opportunity
Standards of Conduct for the CDBG recipients – Conflict of Interest
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
Standard of Equal Opportunity Construction Contract Specifications
Certification of Non-Segregated Facilities for Contracts over $10,000
Title VI of Civil Rights Act of 1964
Section 109 of Housing & Community Development Act of 1974
Section 3 Compliance
Age Discrimination Act of 1975
Section 504 Affirmative Action for Handicapped Lead Based Paint Hazards
Access to/Maintenance of Records

Past experience with the Program has shown that there are sufficient applicants to utilize the available funds. If this should cease to be the case, the Administration will market the Program via newspaper and television stories, public service announcements, and contacts with civic and charitable organizations.

The County Commissioners shall have the right to waive certain limits and eligibility criteria on a case-by-case basis as justified by unusual circumstances and with the approval of the State.

SECTION I – ELIGIBILITY

1. Beneficiaries of the Program must be of low-to-moderate income, as defined by income limits provided by the Maryland Department of Housing and Community Development.

The limits may be revised form time to time. Current limits are as follows:

Persons Per Household	Maximum Annual Income
1	40,600
2	46,400
3	52,200
4	58,000
5	62,650
6	67,300
7	71,950
8	76,600

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.

3. The dwelling must be in substandard condition and economically feasible of being brought into compliance with the standards of the County's Livability Code. Exceptions may be made for emergency cases to correct an immediate threat to the health and safety of the occupant(s). All health and safety problems will be documented on a separate form.
4. Program emphasis is the rehabilitation of owner-occupied dwellings, however, landlords who rent to persons of low-to-moderate income may be considered for CDBG funded interest subsidies for bank loans, provided such assistance has been approved by the State.
5. Owner-occupants must not own any house other than the one to be rehabilitated under the program and must not have substantial assets which would enable the applicant to secure rehabilitation funds from other sources.
6. If the dwelling lies within a flood zone, the applicant must agree to obtain flood insurance coverage.
7. Vacant dwellings may be considered for rehabilitation if the dwelling has been vacated due to its substandard condition, and if the owner agrees to occupy the dwelling upon completion.
8. Applicants without property insurance must obtain such insurance prior to the initiation of any work.
9. Homes owned by more than 1 party (other than a husband and wife who reside together) may be rehabilitated even if not all members reside in the home. At least one of the owners must live in the home. All others must sign all program documents, including the application and the final loan documents.
10. The total income of all persons residing in the house will be counted. The income of household members who are presented as residing temporarily in the house will be counted for eligibility purposes until evidence is that the person has moved out.

II. APPLICATION PROCEDURES

1. Applications will be accepted continuously. The following must be submitted prior to application review and underwriting: property tax bill; proof of insurance or commitment to obtain such on property; verification of mortgage (if applicable); and proof of income. The following will be acceptable as proof of income: social security or pension award letters, last two pay stubs, W-2 form for the previous year, or income tax returns. Mortgage verification forms will be used. Employment verification forms will be used at the discretion of the Administrator.
2. The number of applicants which meet eligibility guidelines will be referred to the Program Inspector for completion of a preliminary inspection. This will occur during the times in which the program has sufficient funds to handle the stream of applicants coming in. Preliminary inspections will not be completed for "backlogged" applicants. The purpose of the preliminary inspection is to determine whether the rehabilitation is economically feasible and to determine the health and safety violations which will end in the prioritization of applications. Preliminary inspections will be made in writing and will include the estimated cost time.
3. The Administrator will perform general prioritization of applications for the purpose of presentation to the review board. Priorities are covered in Section III, "Selection".
4. Excess housing demand will be partially addressed by the prioritization discussed in #3, above. In addition, applicants deemed to have greater repayment ability will be referred to the State Special Loans Programs. Consideration will be given in developing programs which will expend the CDBG funds in a timely manner, but yet maximize the number of families served. A prioritized waiting list will be developed so that as more funds become available, families will be reviewed in priority order. All Special Loans Programs cases will be handled using regular SLP procedures
5. Underwriting will be performed prior to presentation to the Housing Review Board. The Administrator will utilize the State Special Loans Program underwriting form. Applicants who expend more than 28% of their income for housing expenses will be deemed unable to repay a loan.
6. The Administrator will prepare recommendations for action by the Review Board and will mail this material to the Board in advance of the meeting at which action is being requested. In order to receive a conditional grant, the applicant must meet one of the following criteria: have income below 80% of the AREA median; be 62 years of age or older; or is spending more than 30% of his gross income on housing, exclusive of utilities.

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:

    - One or more occupants of the dwelling is age 62 or older.
    - One or more occupants of the dwelling is handicapped.
    - Condition of the dwelling is a threat to the health and/or safety of the occupants.
    - Total household income is below 50% of the County median.

2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

1. The average amount of assistance is expected to be $20,000. The maximum grant amount will be $30,000. Total improvements may exceed $30,000 if the after-rehab value of the dwelling is in excess of all mortgage amounts and the home can be brought into compliance using what is still considered to be moderate to of these substantial rehabilitation guidelines. CDBG Awards exceeding $30,000 shall be in the form of 0% interest loans; payment amounts to be determined using the Special Loans Program underwriting worksheet. Recipients must make payments as scheduled to the County Treasurer's Office until the entire principal amount of the debt is retired; there is no expiration on the term of the loans. The Board may alternatively elect to supplement the $30,000 maximum grant amount with loan funding through the State Special Loans Program. Payment and interest would be set by SLP according to their Program guidelines and loans would be serviced through their agency.
2. In cases of the sale or cash-out re-financing of rehabilitated properties, the County must be re-paid the balance of the loan or grant per the terms outlined in the agreement. Reverse mortgages are not permitted while liens are still in effect. The following tiered system applies for liens placed on houses rehabilitated through a CDBG grant:
   Tier I- $0 to $12,500 grant requires a five (5) year lien

Tier II- $12,501 to $25,000 grant requires a ten (10) year lien
Tier III- $25,001 to $30,000 grant requires a fifteen (15) year lien.

A tiered portion of the grant amount must be repaid if the dwelling is sold after rehabilitation and prior to the expiration of the grant term. Repayment is required according to the following schedule:

For five year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	80% grant repayment
Sale in the third year	60% grant repayment
Sale in the fourth year	40% grant repayment
Sale in the fifth year	20% grant repayment

The grant mortgage will be released after the fifth year and no repayment is required thereafter.

For ten year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	90% grant repayment
Sale in the third year	80% grant repayment
Sale in the fourth year	70% grant repayment
Sale in the fifth year	60% grant repayment
Sale in the sixth year	50% grant repayment
Sale in the seventh year	40% grant repayment
Sale in the eighth year	30% grant repayment
Sale in the ninth year	20% grant repayment
Sale in the tenth year	10% grant repayment

The grant mortgage will be released after the tenth year and no repayment is required thereafter.

For fifteen year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment

Sale in the fifteenth year 7% grant repayment

The grant mortgage will be released after the fifteenth year and no repayment is required thereafter.

V. REHABILITATION ACTIVITIES

1. Work to be performed will be determined through an inspection by the Rehabilitation Specialist/Inspector. The homeowner will be encouraged to participate in this process. The Rehabilitation Specialist will prepare a detailed work write-up which will be utilized for solicitation of bids to perform the work. Work on these homes which require septic systems, wells and the installation of bathrooms will be reviewed by the Worcester County Division of Environmental Programs prior to be sent to bid. Requirements of the Division of Environmental Programs will be incorporated into the work write-up.

2. The following are considered eligible repairs under the program when such repairs are necessary to bring the property into conformance with the County's Livability Code:

    - Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
    - Roof, wall, floor and ceiling repairs
    - Replacement of appliances such as range, hot water heater, water pump.
    - Replacements of fixtures such as heating, electrical, plumbing
    - Energy conservation/weatherization improvements
    - Alterations necessary to make the dwelling more accessible for handicapped persons
    - Modifications to the physical structure such as the addition of a bathroom, windows, steps, and fire detection equipment.

3. The following activities are generally ineligible for rehabilitation assistance:

    - New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
    - Remodeling or cosmetic improvements
    - Renovation of dilapidated outbuildings
    - Appliances not required by code standards
    - Materials, fixtures, equipment or landscaping of type or quality that exceeds that customarily used in Worcester County for properties of the same general type. The County has developed

general specifications which detail the level of materials and workmanship quality.

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.

2. Contractors must complete a Qualification Form to be considered as an eligible bidder.

3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.

4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.

5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.

6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.

7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.

8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.

9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.

2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .

3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:

   - Owner-Contractor Agreement
   - Lead Paint Notice
   - Grant/Loan Agreement
   - Promissory Note
   - Notice of Right of Rescission
   - FHEO Self Identification Form

   In addition, a copy of the work write-up will be included in this mailing.

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.

3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.

4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.

6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.

7. The jobs are to be bid on an individual basis, group bidding is not allowed.

8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.

9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.

10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
    WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.

2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.

3. General contract provisions shall be required in all rehabilitation construction contracts, including:

2. The Project Inspector will visit the job site to render an opinion on the need for the change. If the Project Inspector recommends denial of the change order, this decision shall be final.
3. If the Project Inspector finds that the request is justified, he will so inform the Program Administrator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
4. Change orders which would bring the total grant amount above the maximum are not permitted. In cases of this nature, every attempt will be made to substitute a change for an originally approved item which is of lesser importance or to seek funds from other programs.
5. The Program Administrator will require the contractor to fill out and sign a change order form prior to permitting work to proceed.

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

It is the policy of the County to attempt to recruit and assist small, female and minority contractors. Solicitations for bids will be placed in local newspapers. Additionally, the Administrator will attempt to locate such contractors and place them on the builder's list. He/she will consult such sources as the Maryland Department of Transportation Business Directory, the Lower Shore Contractors Association (a minority association), Shore-Up!, and O.U.R. Community, as well as any other group known to have knowledge of minority, small and female contractors.

BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

It shall be the policy of the Worcester County Rehabilitation Program to maximize participation by minority contractors. The Program Administrator shall consult all available resources for names of minority contractors.

The procedures contained herein apply only to work funded in whole or in part with County CDBG funds. Other agencies which supplement the CDBG funds have the option of using their own procedures.

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.

2. Bid packages will be mailed to those contractors requesting them.

3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:

    a. Adequate liability insurance ($100,000/$300,000 for personal injury and $100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
    b. Name of the company bank
    c. The names of the usual subcontractors
    d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
    e. A list of all principal officers o the company
    f. Number and date of the Maryland Home Improvement License

4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

East Coast Heating & Air LLC

8841 Bi State Delmar, Md 21875
Office:443.359.5901 | Cell:410.430.5878

Date	Estimate #
6/6/22	22-280

Proposal

Name / Address

JOYCE PITTS
211 FLOWER ST.
BERLIN, MD 21811

DESCRIPTION

We hereby submit specifications and estimates for: HEATPUMP REPLACEMENT

Scope of work :

1) (ONE) RKRP1624. RHEEM. HEAT PUMP (2 STAGE)
2) (ONE) RKRH2V2421. RHEEM. AIR HANDLER. (VARIABLE SPEED)
3) 10 KW HEATER
4) (ONE) EZ-TRAP W/ SAFETY SWITCH
5) (ONE) CONDENSOR PAD
6) COMPLETE R-8 FIBERGLASS DUCT & FLEXIBLE RUNS
7) MISC. MATERIALS NEEDED TO COMPLETE JOB

We will complete the following:

1) REMOVAL & DISPOSAL OF THE OLD EQUIPMENT
2) SETTING OF OUTSIDE UNIT IN SAME LOCATION AS THE ORIGINAL SYSTEM
3) SETTING OF THE IR HANDLER IN THE CRAWL SPACE W/ CONDENSATE PUMP
4) INSTALL ALL NEW R-8 FIBERGLASS TRUNK DUCT & FLEXIBLE RUNS
5) LOW & HIGH VOLTAGE WIRING.
6) CHECK, TEST, START UP
7) THIS SYSTEM COMES WITH A TEN (10) YEAR PARTS AND COMPRESSOR WARRANTY AND A ONE (1) YEAR LABOR WARRANTY

We propose hereby to furnish material and labor – complete in accordance with these specifications, for the sum of:
Seventeen Thousand Six Hundred Twenty Dollars **($17,620.00)**

Payable as follows: 50% Deposit & Balance due upon Completion

Seller:_____ Date: _____

Buyer:_____ Date:_____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviations from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
ACCEPTANCE OF PROPOSAL-The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

443.359.5901 | EASTCOASTHEATINGANDAIR.COM
EDDIE@EASTCOASTHEATINGANDAIR.COM

MARYLAND HOME IMPROVEMENT COMMISSION

08 05 133145 EAST COAST HEATING & A/C LLC 6173 12-20-202

MESSAGE(S):

Maryland
DEPARTMENT OF LABOR

LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND

MARYLAND DEPARTMENT OF LABOR

Lawrence J. Hogan, Jr.
Governor
Boyd K. Rutherford
Lt. Governor
Tiffany P. Robinson
Secretary

MARYLAND HOME IMPROVEMENT COMMISSION
CERTIFIES THAT:
EAST COAST HEATING & A/C LLC

EAST COAST HEATING & AC LLC
05-133145
8841 BI STATE BLVD
DELMAR MD 21875

IS AN AUTHORIZED: 05- CONTRACTOR/SALESMAN (CORP/PART)

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
133145	02-17-2024	N/A	5815305

Signature of Bearer

Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

08 05 133145 5,815,305

08 05 133145

MARYLAND HOME IMPROVEMENT COMMISSION
500 N. CALVERT STREET
BALTIMORE, MD 21202-3651

EAST COAST HEATING & A/C LLC
EAST COAST HEATING & AC LLC
05-133145
8841 BI STATE BLVD
DELMAR MD 21875

Maryland
DEPARTMENT OF LABOR

LICENSE * REGISTRATION * CERTIFICATION * PERMIT
STATE OF MARYLAND

Lawrence J. Hogan, Jr.
Governor
Boyd K. Rutherford
Lt. Governor
Tiffany P. Robinson
Secretary

MARYLAND HOME IMPROVEMENT COMMISSION
CERTIFIES THAT:
EAST COAST HEATING & A/C LLC

IS AN AUTHORIZED: 05 - CONTRACTOR/SALESMAN (CORP/PART)

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
133145	02-17-2024	N/A	5815305

Signature of Bearer

Secretary

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Joseph Parker, Deputy Chief Administrative Officer
From: Davida T. Washington, Housing Rehabilitation Program Coordinator
Date: June 9, 2022
RE: Waiver Request

Please find attached a waiver request for a previous client (Vonzella Turner) and her family that was served by our program. A forbearance of payment due and an exception for income limitations of the housing program is necessary to accommodate a handicap individual's needs and avoid financial hardship.

I am requesting that the County Commissioners review and approve by signature. I am available to discuss with you and the County Commissioners at your convenience if further information is needed.

June 21, 2022

Ms. Cindy Stone
Office of Community Programs
Division of Neighborhood Revitalization
Maryland Dept. Of Housing & Community
Development
7800 Harkins Road
Lanham, Maryland 20706

Dear Ms. Stone:

This letter is written to request a waiver for a previous client, Vonzella Turner (deceased as of 04/2022), who was served by the Worcester County Housing Program in 2019. The waiver is for the following:

- Payment due – The 2019 signed agreement requires that at the transfer of the property (3521 Payne Road, Pocomoke, MD 21851) and an incomplete term of the lien, payment is due immediately. We are requesting a forbearance to allow the lien on the property to remain in place to complete the original term.

- Income limit – Gloria Milbourne (daughter) will be taking possession of her mother's home, the associated debts and responsibility for her handicap sister, Roxanne. Roxanne was included in the original application. However, the combined household income limit now exceeds the metrics for the CDBG program. Should the income limits be waived, this will accommodate Roxanne's special needs and assist Gloria in the transfer. Otherwise, other placement options for Roxanne would have to be explored to meet her special needs and it would create a financial hardship for Gloria.

As an agency that promotes increasing the quality of living for all Worcester County residents, we believe this is the best course of action for this case.

Sincerely,

Joseph M. Mitrecic
President, Worcester County Commissioners

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
http://www.co.worcester.md.us/departments/drp

ADMINISTRATIVE DIVISON
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director JKK
DATE: June 13, 2022
RE: Amended Sea Oaks Village RPC

Attached please find the County Commissioners' Finding of Fact and Resolution drafted by Kristen Tremblay, AICP, Zoning Administrator, for the above referenced amended Step I residential planned community application which was heard by the County Commissioners on June 7, 2022. I have reviewed the documents and find that they are satisfactory and would therefore recommend that the County Commissioners adopt and execute these findings and resolution.

I would like to note to the County Commissioners that §ZS 1-315(k)(2)A.4. of the *Zoning and Subdivision Control Article* states that "[a]ny residential planned community approved by the County Commissioners must be unconditionally accepted as approved, in writing by the applicant requesting such use within ninety days after approval by the County Commissioners." The regulations further state that "[f]ailure to so accept, in writing, any such residential planned community so approved by the County Commissioners shall be considered a rejection and abandonment by the applicant of the approval, and thereafter any such residential planned community so approved shall be null and void and of no effect whatsoever." Thus, the applicants will need to sign some form of documentation accepting the approval and the conditions imposed by the County Commissioners. I have taken the liberty of preparing an addendum to the resolution for signature by the applicant accepting the approval.

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

Attachment

IN THE MATTER OF THE REQUEST	*	
FOR AMENDMENT OF A	*	
RESIDENTIAL PLANNED COMMUNITY	*	SEA OAKS VILLAGE
FLOATING ZONE	*	
SEA OAKS VILLAGE, LLC	*	
BERLIN, MARYLAND	*	

****

FINDINGS OF FACT

Subsequent to a public hearing held on June 7, 2022 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby make the following findings as the County Commissioners' findings of fact pursuant to the provisions of §ZS 1-315(k)(2)A.4 of the Worcester County Zoning Ordinance. These findings are made relative to the request submitted by Sea Oaks Village, LLC for the amendment of a residential planned community (RPC) floating zone for the proposed RPC project known as Sea Oaks Village. Furthermore, these findings are made relative to the Step I, Phase II plan.

Regarding the relationship of the RPC with the Comprehensive Plan, zoning regulations and other established policy guidelines: The County Commissioners find that the subject property is currently in the "Existing Developed Areas" and "Green Infrastructure" land use categories of the Comprehensive Plan. The zoning boundary line between the residential and commercial districts is a fairly accurate representation of the boundary of these land use categories. The Existing Developed Areas (EDA) category is located at the front of the parcel where the property is commercially zoned, and the residentially zoned, forested wetlands are within the Green Infrastructure category.

The EDA category recognizes the importance of maintaining the neighborhood character, and strongly encourages mixed used developments. The Residential Planned Community (RPC) regulations allow for the flexibility of mixing residential and commercial land uses to encourage imaginative and environmentally sensitive development. When a RPC includes commercially zoned lands within its boundaries as is proposed for the Sea Oaks Village development, the developer is required to utilize a portion of that gross acreage for commercial services within the project (in this instance, 2.11 acres). This will provide services to the residents of the development, as well as those within the general neighborhood. This project includes the necessary components, but maintains the traditional zoning distinction between residential and commercial uses.

The residentially zoned portion of the property is within the Green Infrastructure land use category, with significant amounts of forested non-tidal wetlands. The Comprehensive Plan encourages the use of low impact development and cluster techniques in order to reduce overall impervious surface and maintain wildlife habitat. The project is shown to retain large tracts of the sensitive forested wetland areas that are an important aspect of the Green Infrastructure land use category. There will continue to be connectivity of the open space areas to larger tracts of naturally forested areas on surrounding properties. While exempt from the Forest Conservation Law, protection of these areas by easement is strongly encouraged. Overall, this project recognizes the surrounding existing development, and as currently proposed provides for protection of the green infrastructure inherent in this property, in conformance with the Comprehensive Plan.

This property is located near the Ocean City Airport, and as such, is within one of the extended runway approaches. This project is therefore subject to review by the Maryland Aviation Administration (MAA) and Federal Aviation Administration (FAA). The Town of Ocean City reviewed the initial plans, shared them with the MAA and FAA, and determined that they had no objection to the original development as presented. However, they are still requiring the execution of an "Avigation" easement by the property owner, which is to be recorded in the Land Records of Worcester County.

Relative to consistency with the zoning regulations, the County Commissioners find that the project site is zoned R-3 Multi-Family Residential and C-1 Neighborhood Commercial Districts, the R-3 District being a zoning classification in which residential planned communities are permitted. The County Commissioners also find that the project as proposed complies with those requirements cited in §ZS 1-315 relative to maximum density, maximum limitation for residential uses, minimum requirement for common use open space and recreational areas, and types of permitted uses. Furthermore, the County Commissioners find that the submittals relative to the proposed project comply with the requirements cited in §ZS 1-315(k)(2)A.1.

Regarding the general location of the site and its relationship to existing land uses in the immediate vicinity: The County Commissioners find that the subject property is located on the westerly side of MD Route 611 (Stephen Decatur Highway), just north of Sinepuxent Road. They find that this area can best be characterized as a mix of residential and commercial land uses. The neighboring developments of Whispering Woods, Mystic Harbor, Deer Point, and Ocean Reef all consist of primarily single-family dwellings. While this development will consist of clusters of townhouse multi-family buildings, the development is more densely placed so as to protect the natural green infrastructure of the property. The R-3 Multi-Family Residential District encourages infill development and higher densities to encourage traditional neighborhood development while still utilizing conservation features in its design.

Relative to the commercial uses, there are many commercial developments along MD Route 611 (Stephen Decatur Highway) to serve the needs of this development. As part of the 2017 text amendment which permitted an increase in the percentage of commercially zoned lands within a RPC, at least 50% of the acreage zoned commercially has to be utilized for such purpose within the development. Generally, those commercial uses are assumed to first serve the needs of the development in which they are located, though not exclusively. Allowing the developer the flexibility to rearrange the uses within the development will achieve the holistic goal of the RPC regulations. However as previously stated, this project includes the necessary components, but maintains the traditional zoning distinction between residential and commercial uses. In summary, the County Commissioners find that the proposed use as a townhouse and mixed-use commercial development is consistent with existing land uses in the vicinity.

Regarding the availability and adequacy of public facilities, services and utilities to meet the needs of the RPC and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services: The County Commissioners find that the properties proposed to be developed into the Sea Oaks Village RPC are presently zoned R-3 Multi-Family Residential District and C-1 Neighborhood Commercial District. The surrounding undeveloped lands to the north are similarly zoned for residential and commercial uses. Based upon the R-3 Multi-Family Residential District zoning classification, townhouse residential development at a density of six (6) dwelling units per one (1) acre is permitted by zoning. Furthermore, residential planned communities of the same density are permitted by that zoning district. Thus, the proposed density of 3.78 dwelling units per acre was anticipated for this immediate vicinity. The townhouse dwelling units and mixed-use commercial development are consistent with the surrounding residential and commercial developments located within this area. In addition, the development proposes to cluster the residential dwelling units in an effort to preserve the existing forested areas and wetlands, resulting in approximately 62.7% of the lands being shown as open space which is encouraged by the Comprehensive Plan. For those areas that are required to be set aside to meet the active and passive recreation requirements, they shall be dedicated, developed and perpetually protected as outlined in §ZS 1-315(d)(2)B.5(iv). Therefore, the County Commissioners conclude that the proposed Sea Oaks Village RPC will not have an adverse long-term implication on development patterns in the area.

The applicants have indicated that fee simple lots will be proposed for the townhouse development. All roads within the development shall be constructed to one of the RPC road standards and will be reviewed and approved by the County Roads Division of the Department of Public Works. As indicated during the Phase I development approvals, all roads will be built to the "Approved Private Road" specifications per Resolution 20-2 as approved by the Worcester County Commissioners.

Relative to certain public facilities, according to the applicants' written narrative, the developer is requesting that the townhouse units and commercial development be served by public water and sewer via connection to the Mystic Harbour service area. The Comprehensive Plan notes that "sewer service…is one of the county's most powerful growth management tools"

(Chapter 6). As of March 15, 2022, the County Commissioners approved 19 EDU's to serve Phase II of the development. The development was originally allocated 29 EDU's in July 2021 to be assigned to 29 units, an additional allocation of 18 EDU's was granted in September 2021 and another 10 EDU's were granted in January 2022.

In consideration of their review, the County Commissioners find that there will be no negative impacts to public facilities and services resulting from the proposed RPC.

Regarding the consistency of the RPC with the general design standards as contained in Subsections (j)(1) through (j)(5): The County Commissioners find that the development has taken steps to protect the sensitive areas on the subject property, such as the large tracts of existing forested areas and non-tidal wetlands. The open space provided well exceeds the minimum required under the RPC regulations. There will be minimal impact to the existing forested area, wetlands and associated buffer. Given the significant amount of forested non-tidal wetlands being protected, the project is exempt from the Forest Conservation Law, provided that if any changes are made, and the reforestation/afforestation requirements are greater than the area of remaining forested non-tidal wetlands, then compliance with the Forest Conservation Law will be required. In addition, this project is not subject to the Atlantic Coastal Bays Critical Area regulations.

Relative to the general layout and clustering of the development, the County Commissioners find that the proposed RPC consists of clustered townhouse buildings, minimizing land impacts, especially to environmentally sensitive lands, while maximizing contiguous open spaces. The traffic circulation patterns promote connectivity within the proposed development, and limit access to the public road system to one commercial entrance that will be designed to meet the State Highway Administration (SHA) standards.

Access to the available commercial development without accessing the public road system will be a convenience for the residential unit owners. Consideration has been given to sidewalks for pedestrian access to and from the commercial areas which will promote walkability. Overall, the County Commissioners find that the RPC has demonstrated consistency with the general design standards contained in §ZS 1-315(j)(1) through (j)(5).

Regarding the relationship of the RPC's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project: Phase I development is underway and buildout is quickly approaching. The County Commissioners find that within the narrative, the applicant states that Phase I construction began in the winter of 2019. Phasing will consist of construction of all sewer, water and cart ways for the residential and commercial components of the project.

During the Step II process, the Planning Commission will more thoroughly review specific details about the project including how the passive and active recreation will be phased

in during their Step II review, to ensure that adequate facilities will be provided as the project is developed.

Regarding the capacity of the existing road network to provide suitable vehicular access for the RPC, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses: The County Commissioners find that connectivity to main transportation networks are another feature of the proposed development that are consistent with the Comprehensive Plan. Access will be via a single commercial entrance onto MD Route 611 (Stephen Decatur Highway) for both the commercial uses as well as the residential uses, therefore limiting multiple points of access. A Traffic Impact Analysis was conducted by The Traffic Group during the first Step I review (2017) to evaluate the existing and proposed levels of service based on the previous development plans which had a higher number of residential units. The traffic study also assumed that the entire 24,000 square feet of commercial development would be retail in nature according to many of the exhibits. Since the time of the original traffic study, the commercial portion of the development has been changed to 8,000 square feet of contractor's shops and 14,480 square feet of retail from Phase I in which the proposal had been 12,000 square feet of contractor's shops and 11,480 square feet of retail.

Based on the original study, all intersections were operating or projected to operate at a Level of Service A or B during peak travel times. The traffic study also determined that a left turn lane from the northbound travel lanes of MD Route 611 (Stephen Decatur Highway) is warranted.

Relative to the adequacy of pedestrian and bicycle circulation, as stated above, consideration has been given to sidewalks for pedestrian access to and from the commercial areas which will promote walkability.

Based on the traffic analysis and notes provided, the County Commissioners conclude that the access point to MD Route 611 (Stephen Decatur Highway) will not have a significantly adverse impact on traffic patterns in the area. The County Commissioners also conclude that the State Highway Administration is ensuring that all public road improvements and entrance design requirements are being met.

Regarding the relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines: The County Commissioners find that the Comprehensive Plan notes that "[s]ewer service…is one of the county's most powerful growth management tools" (Chapter 6). As stated within the Water and Sewerage Plan Amendment transmittal, dated September 28, 2018, the requested sewer service for this project "does not require the expansion of the treatment facilities capability and

can be adequately handled in the recently upgraded Mystic Harbour WWTP." The Water and Wastewater Division of the Department of Public Works has noted in their TRC comments that further comments are reserved for final utility design drawings.

The County Commissioners find that, based on the approvals granted to the developer thus far for public water and sewer, provisions for public facilities have been made to serve this development in the Mystic Harbour service area.

Based upon their review, the County Commissioners hereby approve the request for the establishment of the residential planned community floating zone for the Sea Oaks Village RPC.

Adopted as of this 21st day of June, 2022. Reduced to writing and signed this _____ day of _____, 2022.

_____
Weston S. Young
Chief Administrative Officer

_____
Joseph M. Mitrecic
President

_____
Theodore J. Elder,
Vice President

_____
Anthony W. Bertino, Jr.

_____
Madison J. Bunting, Jr.

_____
James C. Church

_____
Diana Purnell

_____
Joshua C. Nordstrom

DRAFT RES 22-11, if approved

RESIDENTIAL PLANNED COMMUNITY RESOLUTION NO. 22-

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO SECTION ZS 1-315 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, ESTABLISHING A RESIDENTIAL PLANNED COMMUNITY FLOATING ZONE ON A CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 26 AS PARCEL 274, LOT 3A AND PARCEL 473

WHEREAS, pursuant to Section ZS 1-315 of the *Zoning and Subdivision Control Article* of the Public Local Laws of Worcester County, Maryland, Sea Oaks Village, LLC, owner, have filed an application for the establishment of a Residential Planned Community (RPC) Floating Zone on approximately 40 acres of land shown on Tax Map 26 as Parcel 274, Lot 3A, and Parcel 473 located on the west side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road, in the Tenth Tax District of Worcester County, said residential planned community designated as Sea Oaks Village RPC; and

WHEREAS, the said application was referred to the Worcester County Planning Commission which gave the application a favorable recommendation during its review on April 7, 2022; and

WHEREAS, subsequent to a public hearing held on June 7, 2022, following due notice and all procedures as required by Sections ZS 1-315, 1-113, and ZS 1-114 of the *Zoning and Subdivision Control Article* of the Public Local Laws of Worcester County, Maryland, the County Commissioners made the finding that the establishment of a Residential Planned Community Floating Zone on the subject property would be compatible with the Worcester County *Comprehensive Plan* and the Worcester County *Zoning and Subdivision Control Article*.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, that the land partitioned by Sea Oaks Village, LLC, shown on Tax Map 26 as Parcel 274, Lot 3A and Parcel 473 and consisting of approximately 40 acres of land, is hereby approved and established as a Residential Planned Community Floating Zone in accordance with the provisions of §ZS 1-315 of the Worcester County *Zoning and Subdivision Control Article*.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, June 21, 2022.

EXECUTED this ____ day of _____ 2022.

ATTEST:

_____

Weston S. Young
Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS:

_____

Joseph M. Mitrecic
President

_____

Theodore J. Elder,
Vice President

_____

Anthony W. Bertino, Jr.

_____

Madison J. Bunting, Jr.

_____

James C. Church

_____

Diana Purnell

_____

Joshua C. Nordstrom

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, P.E., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director JKK
DATE: June 8, 2022
RE: County Commissioners' Findings of Fact and Resolution - Rezoning Case No. 435 (Henry Robinson)

****

Attached please find the County Commissioners' Findings of Fact and Resolution drafted by Gary Pusey, Deputy Director, relative to the above referenced rezoning case. As you are aware, the public hearing was held by the County Commissioners on June 7, 2022. Once the County Commissioners adopt and execute these Findings of Fact and Resolution, please forward signed copies to me so that we may notify the appropriate parties.

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

jkk

Attachments

IN THE MATTER OF	*	
	*	
THE REZONING APPLICATION OF	*	**REZONING CASE NO. 435**
	*	
HENRY ROBINSON	*	
	*	

****

FINDINGS OF FACT

Subsequent to a public hearing held on June 7, 2022 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission and also make the following additional findings of fact as the County Commissioners' complete findings of fact pursuant to the provisions of Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.

Regarding the specifics of Rezoning Case No. 435: This case seeks to rezone a parcel of land approximately 0.5 acre in size ("petitioned area") located southwest of, but not binding on, Patey Woods Road, northwest of Newark. The request is to reclassify the petitioned area from V-1 Village District to A-1 Agricultural District. The petitioned area is shown as Parcel 38 on Tax Map 40, and is undeveloped and primarily forested.

Applicant's testimony before the County Commissioners: Mr. Hugh Cropper, IV, attorney for the applicant, stated that the Planning Commission unanimously supported this rezoning request after considering the merits of the application. He stated that this property had always been zoned A-1 Agricultural until the County's last comprehensive rezoning in 2009. He referenced the aerial photo that was included as an attachment to the Planning Commission Staff Report (entered into the record as Planning Commission Exhibit #1) and pointed out that the immediate area surrounding the subject property was agricultural in nature, containing forested and agricultural lands. He indicated where the village of Newark was located in reference to the subject property and stated it was clear that the subject property was not a part of the village of Newark. He entered into the record as Applicant's Exhibit #1 the text of the V-1 Village District from the County's zoning code and summarized some of the uses allowed in that district, which included general stores, various retail shops and professional offices, and he stated that these uses would not be appropriate for this property given its distance from Newark. Mr. Cropper also noted that this district is intended to channel new development into service areas to permit the efficient provision of public services. He pointed out that the subject property is not served

by public water or sewer, and he reiterated that the property is not within the developed area of Newark but instead is in an agricultural area, and its characteristics do not meet the purpose of the V-1 District. Based on the aerial photo that shows development in Newark farther to the east from the subject property, it is his contention that the County mistakenly included this property as part of the Village District during the 2009 comprehensive rezoning.

Mr. Cropper introduced Henry Robinson, the applicant and property owner, as a witness, and Mr. Robinson stated if this request is approved he intends to place a single-wide mobile home on the property to be occupied by a family member.

In closing, Mr. Cropper stated that the petitioned area is more consistent with the A-1 Agricultural District than the V-1 Village District and it is his contention that during the 2009 comprehensive rezoning the County extended the V-1 zoning too far when it included the subject property. He stated the current zoning is a mistake and A-1 would be more compatible with existing development in the area, and that the property was always zoned Agricultural until 2009.

The County Commissioners' findings regarding the definition of the neighborhood: The County Commissioners find that because Mr. Cropper was basing his argument for rezoning solely upon a claim of mistake in existing zoning, a definition of the neighborhood was not applicable.

The County Commissioners' findings regarding population change in the area: The County Commissioners agree with the Planning Commission and conclude that there has been no change to the population in the area since the 2009 comprehensive rezoning.

The County Commissioners' findings regarding availability of public facilities: The County Commissioners agree with the Planning Commission and find that there would be no impact on public facilities as it pertains to public sewer and water, as the property will be served by a private septic system and well. Environmental Programs' memo stated that the subject property is in the S-6 category (no planned service) of the Master Water and Sewerage Plan. Fire and ambulance service will be available from the Newark Volunteer Fire Company's facility, located less than one-half mile from the subject property. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately 10 miles away, and the Worcester County Sheriff's Department in Snow Hill, approximately nine miles away. The petitioned area is served by the following schools: Snow Hill Elementary School, Snow Hill Middle School, and Snow Hill High School.

The County Commissioners' findings regarding present and future transportation patterns: Based upon the testimony presented, the County Commissioners find that the petitioned area does not have frontage along Patey Woods Road, but does have access to Patey Woods Road via a 20-foot wide right-of-way located along the subject property's easterly side. The County Commissioners agreed with testimony presented by the applicant that Patey Woods Road, a county-maintained road with a 30-foot wide right-of-way, is a rural road best suited to serve uses appropriate to agriculture and not to a village character. Based upon the testimony presented, the County Commissioners find that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area to the A-1 Agricultural District.

The County Commissioners' findings regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: Based upon the Planning Commission's findings and the testimony presented, the County Commissioners find that the petitioned area is currently undeveloped, and the surrounding land uses include limited residential development and agricultural uses. The County Commissioners also determined that the proposed rezoning to A-1 would allow uses that would be more compatible with the existing surrounding land uses than what could be allowed under the current V-1 Village District zoning. Based upon the testimony presented, the County Commissioners find that the proposed rezoning of the petitioned area from V-1 Village District to A-1 Agricultural District is compatible with existing and proposed development and existing environmental conditions in the area.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: The County Commissioners find that the Land Use Plan map contained in the Comprehensive Plan appears to place the petitioned area in the Village Use category, but the Commissioners agreed with the Planning Commission's finding that the Land Use Plan map is a general depiction and should not necessarily be viewed as following specific property lines. In addition, the County Commissioners agreed with the applicant's testimony that the narrative of the Comprehensive Plan emphasized the importance of agriculture to the County and that agriculture should be encouraged throughout the County. Based upon its review, the County Commissioners find that the proposed rezoning to the A-1 Agricultural District is compatible with the Comprehensive Plan and in keeping with its goals and objectives, specifically as the Plan recommends the continuance of the dominance of agriculture throughout the County's less developed regions.

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission gave a favorable recommendation to the rezoning of the petitioned area from V-1 Village District to A-1 Agricultural District. Having made the above findings of fact, the County Commissioners concur with the recommendation of the Planning Commission and adopt its findings.

Decision of the County Commissioners: As a result of the testimony and evidence presented before the County Commissioners and the findings as set forth above, the County Commissioners find that there is a mistake in the existing zoning of the petitioned area. As detailed in the Planning Commission's findings and the testimony on behalf of the applicant, the County Commissioners find that the petitioned area and the immediate surrounding area is agricultural in nature, with limited residential use. The Commissioners find that the subject property was always zoned Agricultural until 2009 when it was zoned V-1 Village, and given the nature of the petitioned area and its environs, the County Commissioners conclude that the requested A-1 Agricultural District is the most compatible zoning classification for the petitioned area and with the Comprehensive Plan. Based upon their review, the County Commissioners conclude that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and hereby approve Rezoning Case No. 435 and thus rezone the petitioned area, shown on Tax Map 40 as Parcel 38, from V-1 Village District to A-1 Agricultural District.

Adopted as of June 7, 2022. Reduced to writing and signed _____, 2022.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

_____
Weston S. Young
Chief Administrative Officer

_____
Joseph M. Mitrecic, President

_____
Theodore J. Elder, Vice President

_____
Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner

ZONING RECLASSIFICATION RESOLUTION NO. 22-2

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO § ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 40 AS PARCEL 38 FROM V-1 VILLAGE DISTRICT TO A-1 AGRICULTURAL DISTRICT.

WHEREAS, pursuant to § ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Henry Robinson, applicant, and Hugh Cropper, IV, applicant's attorney, filed a petition for the rezoning of an approximate 0.5 acre parcel of land shown on Tax Map 40 as Parcel 38, located approximately 400 feet southwest of Patey Woods Road and 1,600 feet northwest of Newark Road, northwest of Newark, requesting a change in zoning classification thereof from V-1 Village District to A-1 Agricultural District; and

WHEREAS, the Worcester County Planning Commission gave the petition a favorable recommendation during its review on April 7, 2022; and

WHEREAS, subsequent to a public hearing held on June 7, 2022, following due notice and all procedures as required by Sections ZS 1-113 and 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners found that there is a mistake in the existing zoning of the petitioned area and the findings of fact relative to the criteria as required by law are incorporated by reference;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that the land petitioned by Henry Robinson, applicant, and Hugh Cropper, IV, applicant's attorney, and shown on Tax Map 40 as Parcel 38 is hereby reclassified from V-1 Village District to A-1 Agricultural District.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, June 7, 2022.

EXECUTED this _____ day of _____, 2022.

ATTEST:

COUNTY COMMISSIONERS OF WORCESTER COUNTY

_____
Weston S. Young
Chief Administrative Officer

_____
Joseph M. Mitrecic, President

_____
Theodore J. Elder, Vice President

_____
Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner

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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRIS CLASING, P.E.
DEPUTY DIRECTOR

TEL: 410-632-5623
FAX: 410-632-1753

DIVISIONS

MAINTENANCE
TEL: 410-632-3766
FAX: 410-632-1753

ROADS
TEL: 410-632-2244
FAX: 410-632-0020

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

FLEET MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

WATER AND WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

MEMORANDUM

TO: **Weston Young P.E., Chief Administrative Officer**
Joseph Parker, Deputy Chief Administrative Officer
FROM: **Dallas Baker Jr., P.E., Director**
DATE: **June 14, 2022**
SUBJECT: **Purchase of an Emergency Backup Generator**
West Ocean City Pump Station #3

Public Works is requesting Commissioner approval to use $39,355.98 for a turnkey purchase of a Kohler generator and appurtenances for the West Ocean City Pump Station #3. This generator will be used to provide emergency backup power to the pump station in the event of a power outage. $40,000 was budgeted for the purchase and install of this generator in the FY22 West Ocean City Capital Equipment Other WWW Equipment Account #580.9010.090.

This quote reflects the competitively bid Sourcewell Contract 120617-KOH which is accompanied by a $14,696.52 pricing discount. Attached is a proposal from Fidelity Power Systems, the Maryland Kohler-authorized dealer. Fidelity Power Systems is also the generator maintenance contractor for Worcester County. That contract was competitively bid and awarded earlier this year.

The Turn-key supply and install covered under this contract provides a single price for equipment, products, related design services, and installation to provide generators in a properly operating status.

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

Attachments

cc: Christopher Clasing, P.E., Deputy Director
Gary Serman, Water & Wastewater Supervisor

FIDELITY
POWER SYSTEMS

TURNKEY AGREEMENT

Presented to

Worcester County Department of Public Works

Sourcewell #

Gary Serman

12311 Old Bridge Road

Ocean City, MD 21842

Prepared by

Benjamin Ludwig
Project Manager | Fidelity Power Systems
(410) 771-9400| bludwig@fidelity-ps.com

6/3/2022

FIDELITY

Fidelity Power Systems® is one of the nation's largest distributors of KOHLER® generators and power systems. We offer a full line of commercial, industrial, and residential emergency power systems, including stand-by generators, automatic transfer switches, paralleling switchgear, and replacement parts.

Fidelity Power Systems has a long and successful history of delivering reliable backup power solutions to companies of all sizes. Dedication to reliability, innovative solutions, and continuous advancements allows Fidelity Power Systems to be a top name in power generation in the Mid-Atlantic.

Fidelity Power Systems' award-winning service teams are staffed with factory-trained and authorized service technicians who specialize in emergency power systems, supporting commercial, industrial, health care, critical facilities, and more.

6/3/2022

Quotation #: KS22070

Dear Gary,

Thank you for the opportunity to submit our proposal for this scope of work. We look forward to a successful partnership and hearing from you soon.

If we can be of further assistance or help answer any questions you may have, please feel free to contact us directly.

Respectfully,

Benjamin Ludwig

Project Manager
Email Address: bludwig@fidelity-ps.com
Office: 410-771-9400
Cell: 443-915-1110

FIDELITY
POWER SYSTEMS

BILL OF MATERIALS

Model: 40REOZK kW: 40 Voltage: 120/208 Phase: 3 Wire: 4 Hertz: 60
Fuel: Diesel Cooling: Radiator Configuration: Outdoor

- UL 2200 Listed
- APM402 Digital Generator Set Controller with digital display of voltage, amperes, frequency, accumulated run time, oil pressure and water pressure, rotary/push button selection, integral voltage regulation with +/-0.5% regulation, integral generator protection, Modbus communication
- Engine block heater – 1000Watt, 120V
- Electronic isochronous governor
- Certified Test Report
- Factory 0.8 Power Factor Test
- Form C dry contacts
- Flexible fuel connections
- 125amp, 100% rated
- 229-gallon 48-hour sub-base fuel tank UL 142 Listed double-wall construction equipped with fuel level gauge, low level alarm
- Battery rack and cables
- Kohler battery charger, 10amp float type, with alarms
- Steel skid base with end caps and lube oil drain extension
- Lube oil and antifreeze
- Operations and Maintenance manual on CD-ROM
- Kohler 5 Year warranty

FIDELITY
POWER SYSTEMS

EXECUTIVE SUMMARY

Supply and install new 40kW Kohler generator 40REOZK with a 48-hour run time to provide back up power to the West Ocean City pump station #3.

PROPOSED SCOPE OF WORK

- Disconnect load and control wires from existing generator.
- Drain existing fuel from base tank and store in temporary tank to be reused.
- Pick old generator with crane and load onto truck for disposal.
- With same crane set new Kohler in same location as old.
- Transfer fuel from temporary tank into new base tank of generator.
- Rework and reconnect load and control wires to new Kohler generator
- Start up and program new equipment
- Perform a 2-hour load bank test at 100% load

- NOTE – Pump station will be without back up power for duration of install. No permits or drawings. No concrete work included new generator will fit on existing pad. No rental generator included in bid.

FIDELITY
POWER SYSTEMS

CLARIFICATIONS

- Proposal is valid for 30 days
- All work to be done during normal business hours, unless noted otherwise
- Proposal based on current/standard equipment lead times. Lead times are subject to change
- The equipment and services listed in this proposal constitute the only items being offered and are our interpretation of the scope/specification and application requirements as agreed upon by the Customer

EXCLUSIONS

- Air permits
- Deficiency reports or pre-demo readings
- Energy meters
- Generator fuel (fuel to be provided by customer and not included as part of this proposal)
- Wall cutting, patching, and painting, including building penetrations
- Testing and removal of hazardous materials
- Wage scale, bond, liquidated damages or OCIP participation
- Building commissioning assistance
- Landscaping
- Mechanical work, unless noted otherwise
- Delay or costs due to COVID-19 and/or unit/site access
- Quick ship fees and/or dedicated truck (shipping)
- Fire and life safety controls/interlocks, including key switches and indicator lights
- Service, commissioning, and/or repair of existing/remaining equipment, exhaust systems, louvers, switches, and tanks.
- Generator system load verification, unless noted otherwise
- Minority participation
- Building structural verification and/or work, including GPR or X-Ray
- Temporary back-up power (i.e. rentals), unless noted otherwise

FIDELITY
POWER SYSTEMS

TERMS & CONDITIONS

Throughout this Agreement:

Worcester County shall be known as the **OWNER/BUYER**.

Fidelity Power Systems® shall be known as the **SELLER/CONTRACTOR**.

Notwithstanding any provision in the bid documents to the contrary, if as a result of the COVID-19 epidemic, Fidelity Power Systems work is delayed, disrupted, suspended, or otherwise impacted, or if, subsequent to the date of the Proposal, any COVID-19 guidelines and/or regulations are enacted by the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable state or local agencies having jurisdiction over Fidelity Power Systems home office and/or the location of the Project, then Fidelity Power Systems shall be entitled to an equitable adjustment to the Project schedule and to the contract price. This provision is an essential term of this Proposal and shall be incorporated by reference into the contract.

All acts in fulfillment of this order which are done outside of the State of Maryland are intended and shall be construed as interstate commerce and not as business done by Seller as a foreign corporation in any other state; no claims or rights to the contrary shall be asserted.

Seller will extend standard Manufacturers warranties on equipment furnished under this contract but no other service or guarantee is given unless otherwise stated in this form. The contractor guarantees all workmanship, equipment and material for the period specified on the first page of this contract, from the date the system is started up for the beneficial use of the Owner, or upon completion of the Contractors work defined herein, whichever occurs first.

This contract, its price and performance are all subject to delays or inability to perform caused by or resulting from labor scarcity, strikes, either on the work done this contract or any other work affecting the same directly or indirectly, lockouts, accidents, fire, floods, breakdowns, war, riot, rebellion, lack of material, delays of transportation, acts of Government, including but not restricted to priorities and allocations, regulations, or any other Government agency, judicial authority, acts of God, or any other cause beyond the Sellers ability to obtain materials with priorities, allotments, or certificates, as furnished by the Buyer.

Deliveries may be withheld at any time if Seller believes that Buyers credit has become impaired or if payments are not promptly made as provided herein, but Buyer remains liable for all shipments previously made and for damages suffered by the Seller. In the event Buyer requires Seller to delay shipment or erection of the equipment under this order, payment for the equipment shall not be withheld on such account and Buyer agrees to pay to the Seller any increased cost of loss caused by said delay. In the event the Buyer breaches this contract in any manner, the Seller shall be under no obligation to make further shipments and may elect to forfeit the deposit and any other payments on account as liquidated damages, or the Seller may pursue any legal or equitable remedy as provided by law. In the event the Buyer shall return the said property without the consent in writing of the Seller, the latter may store the same to the order and at the expense of the Buyer. In case of default in the terms of payment, as stated herein, the Buyer agrees to pay the full amount of indebtedness due, plus charges and fees stated on the first page of this contract.

FIDELITY
POWER SYSTEMS

TERMS & CONDITIONS (CONTD.)

It is understood that the Seller will be provided with all the usual construction services such as light, power, water, toilet facilities, storage space, trash removal from common trash site, and any other space requirements including free and unobstructed access necessary in conjunction with this Proposal without cost to Seller.

The title and ownership of goods called for and furnished hereunder shall remain with Seller until full and final payment therefore shall have been made by the Buyer. In case of default, Seller may repossess the goods covered hereunder, wherever found, and shall not be liable in any action of law, on the part of Buyer, for such reclamation of its property, nor for the return of any money or monies which may have been paid by the Buyer in part payment therefore. The Buyer shall provide and maintain adequate insurance for the equipment herein specified against loss or damage by fire or other causes during the time between delivery and final payment, in an amount fully protecting the Seller, and loss or damage by fire or other causes within such period shall not relieve the Buyer from his obligation under this contract.

Any changes which increase the cost of erection to the Seller such as, but not limited to, architectural changes, interference with other trades, relocation of equipment, duct work, grilles, registers, piping, insulation, etc. shall be considered extra work not included in the price quoted in this Proposal. The additional cost of this work will be billed to the Buyer.

Back Charges: No claim for services rendered or materials or equipment furnished by the Buyer to the Seller or purportedly on behalf of the Seller shall be made unless authorized in writing by the Seller unless the Seller shall have unreasonably refused to give such authorization.

Liability of Seller arising out of the design, manufacture, sale, erection or performance of the equipment hereunder, or its use whether on the warranties or otherwise, except as herein provided, shall not in any case exceed the cost of correcting defects in the equipment or workmanship. No claim for consequential damages shall be made by the Buyer. In no event shall the Seller be liable for liquidation or other damages suffered by the Buyer unless agreed to herein. Seller shall not be liable for any defective material repaired or replaced without Sellers written consent.

Orders submitted on Buyers own purchase form, which forms may contain statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with the terms and provisions herein contained, are accepted by the Seller only upon condition and with the express understanding that notwithstanding any such statements, clauses, or conditions, contained in any order forms of Buyer, the liabilities of Seller shall be determined solely by its own terms and conditions of sale, and in accepting and consummating any such order Seller shall not be deemed in any way to have changed, enlarged, or modified its liability or obligations as fixed by the terms and conditions of sale stated by Seller herein.

Payment to the Seller of amounts due under this contract shall not be contingent upon, nor shall it be delayed by, prior payment of any insurance claim to a third party by the Buyer or representative thereof.

FIDELITY
POWER SYSTEMS

QUOTATION #: KS22070

SCOPE OF WORK INVESTMENT*

TOTAL PROPOSED PRICE = $ 39,355.98

* Taxes not included in pricing above. If your organization has tax exempt status, please provide tax exempt paperwork.

PRICING POLICY

- Pricing valid for thirty (30) days unless extended by Fidelity Power Systems.
- If bond required, add 2% to total price.
- A service charge of 1.5% per month will be applied to all balances over thirty (30) days unless customer and Fidelity Power Systems mutually agree otherwise.

PAYMENT TERMS & SCHEDULE

- Net 30 days, Fidelity Power Systems retains title to said property and accessories until paid in full.
- Payment Schedule:
  - 50% Due within 30 days of order
  - 40% Due when generator ships from factory
  - 10% Due on day of startup and commissioning

Worcester County		FIDELITY POWER SYSTEMS	
Signature	_____	Signature	_____
Title	_____	Title	_____
Print Name	_____	Print Name	_____
Date	_____	Date	_____

PLEASE SIGN AND RETURN TO:

By Email: bludwig@fidelity-ps.com

By Mail: Fidelity Power Systems
25 Loveton Circle
Sparks, MD 21152
ATTN: Benjamin Ludwig

By Fax: (410) 891-1516

FIDELITY POWER SYSTEMS WILL SIGN AND RETURN A FULLY EXECUTED HARD COPY TO YOU FOR YOUR RECORDS.

FIDELITY
POWER SYSTEMS

BILL OF MATERIALS

Kohler Awarded Contract: 120617-KOH		Kohler Contract Maturity Date: 01/29/2023			
Model	List Price	Sourcewell Discount		Sourcewell Member Total Price	Qty.
40REOZK	$38,690.00	36%	$13,928.40	$24,761.60	1
Shipping & Handling	$2,275.00	5%	$113.75	$2,161.25	
Labor	$6,875.00	5%	$343.75	$6,531.25	
Materials	$3,500.00	5%	$175.00	$3,325.00	
Lodging	$525.00	5%	$26.25	$498.75	
Crane & Rigging	$2,187.50	5%	$109.37	$2,078.13	
Totals:	$54,052.50		$14,696.52	$39,355.98	

FIDELITY
POWER SYSTEMS

Contact Us

Benjamin Ludwig
Project Manager | Fidelity Power Systems
(443)-915-1110
bludwig@fidelity-ps.com

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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRIS CLASING, P.E.
DEPUTY DIRECTOR

TEL: 410-632-5623
FAX: 410-632-1753

DIVISIONS

MAINTENANCE
TEL: 410-632-3766
FAX: 410-632-1753

ROADS
TEL: 410-632-2244
FAX: 410-632-0020

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

FLEET MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

WATER AND WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

MEMORANDUM

TO: **Weston Young P.E., Chief Administrative Officer**
Joseph Parker, Deputy Chief Administrative Officer
FROM: **Dallas Baker Jr., P.E., Director**
DATE: **June 14, 2022**
SUBJECT: **Roadway Conditions Assessment**
Public Works Roads Division

Public Works is requesting approval to use $129,042 from the Assigned Fund Balance for a Countywide roadway conditions assessment. $150,000 was budgeted for the completion of a Countywide Pavement Condition Assessment in the FY22 Assigned Fund Balance titled "Roads Department Paving Projects (FY22)". This work would be completed under the competitively bid HGACBuy Contract HP08-21. HGACBuy is a procurement program that functions in the same manner as Sourcewell. The program has been preliminarily reviewed and found acceptable by the County Attorney. HGACBuy is currently being utilized by other local entities including but not limited to Wicomico County Government, the Town of Ocean City, the City of Salisbury, and Somerset County Government.

Attached is the HGACBuy quote and Scope of Work from H2O Partners, who have partnered with Roadway Asset Services (RAS) to offer roadway and pavement conditions assessment. This team's pavement assessment services have come highly recommended from the Maryland Department of Transportation's GIS Division. The work included in this assessment includes mobile data collection of roadway imagery and pavement distress for approximately 535 miles of County-maintained roads. The collected data will be analyzed by the consultant team to provide Public Works with an up to date pavement condition and roadway network that can be inputted into the County's GIS Network. Additionally, the assessment report will provide Public Works with multi-year Budget Scenarios in order to optimize roadway maintenance in the years to come.

Also attached to this packet is HGACBuy's Interlocal Contract for Cooperative Purchasing. This form will need to be completed on the HGACBuy website by County Administration prior to commencement of work by H2O Partners and RAS.

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

Attachments

cc: Christopher S. Clasing, P.E., Deputy Director
Kevin Lynch, Roads Superintendent

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.:_____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *_____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *_____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *_____, and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began *_____ and ends *_____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

This is SAMPLE contract only; NOT for execution.

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

*
Name of End User *(local government, agency, or non-profit corporation)*

*
Mailing Address

*
City State ZIP Code

*By:
Signature of chief elected or appointed official

*
Typed Name & Title of Signatory

*
Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By:
Executive Director

Date:

**Denotes required fields*

rev. 4/18

This is a SAMPLE contract only. NOT for execution.

END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to **713-993-2424**. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) *(City)* *(State)* *(ZIP Code)*

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) *(City)* *(State)* *(ZIP Code)*

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No. _____
Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) *(State)* *(ZIP Code)*

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director etc.) Ph No.: _____
Mailing Address: _____ Fx No. _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) *(State)* *(ZIP Code)*

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____
Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) *(State)* *(ZIP Code)*

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____
Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) *(State)* *(ZIP Code)*

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____
Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) *(State)* *(ZIP Code)*

*** denotes required fields**

This is a SAMPLE contract only; NOT for execution.

Attachment A

Worcester County Pavement Condition Survey and ROW Asset Inventory

RAS understands that Worcester County, Maryland desires to conduct a field survey of the pavement conditions on all the County maintained roads in accordance with the ASTM Standard D6433 "Standard Practice for Roads and parking Lots Pavement Condition Index (PCI) Surveys." The PCI based pavement condition survey is to be conducted on approximately 535 test miles of paved roads in the County limits on each street segment which is typically a block and tagged with a unique ID on the feature-class layer in GIS.

The CONSULTANT (Roadway Asset Services, LLC.) shall provide the following services to the OWNER (Worcester County, MD):

- Mobile data collection of roadway imagery and pavement distress for approximately 535 test miles (assuming driving two directions for Samuel Bowen Boulevard, and one direction for other county roads.)
- ASTM D6433 compliant pavement rating and assessment for approximately 535 test miles.
- Inventory the following items: pavement condition and pavement width.
- Provide data in an Excel format and Geodatabase format for use in GIS applications.
- Assist the County in development of multi-year Budget Scenarios with the use of the RAS' Budget Optimization Street Selector (BOSS) software to perform the optimization.

Task 1 - Project Initiation, GIS Centerline Identification and Review and Field Setup and GPS Network Creation

Upon notice to proceed the CONSULTANT will arrange a kick-off meeting to confirm the project requirements and scheduling. The kick-off meeting will include proposed key personnel and the OWNER's project members. During the meeting, CONSULTANT will present the proposed Project Approach, which includes project equipment, software, methodology, schedules, and deliverables. The proposed approach will be finalized based on the OWNER requirements and decisions during the meeting. CONSULTANT will request that the OWNER provide any existing database, previous inventory of street conditions, road centerlines, Geographic Information System (GIS) layers, and aerial imagery for project use. Project communication protocol, documentation, accounting methodologies, data format, and will be confirmed during the meeting.

CONSULTANT will use the existing centerline data provided by the OWNER and create a pavement database based on the centerline layer. Each road segment record in the centerline layer will have a corresponding record in the pavement database. The OWNER represents that the County maintains approximately 533 centerline miles of roadways.

CONSULTANT will work with the OWNER to maintain the unique identifier of each of the road segments on the OWNER road network so that the pavement database will maintain a link to the GIS data.

CONSULTANT will communicate with the OWNER to gather required information to define all the distress types and treatment selections. Based on this information, a Pavement Condition Index (PCI) rating and treatment selection manual will be created to identify and define each distress type and its severity, extent, and treatment selection (based on the ASTM-D6433 testing methodology for roads and parking lots). Each collected GIS road segment will be populated with its respective PCI as well as any other derivative indices used to make up the PCI.

CONSULTANT will provide the OWNER with a GPS "breadcrumb" file of data collection routes and image locations.

CONSULTANT will provide project management for the duration of the project, including coordinating and attending meetings via web meetings or in person with OWNER, data research and collection efforts as required, preparing bi-weekly progress reports, and schedule updates. Bi-weekly progress reports will include the miles collected for the current reporting period as well as cumulative totals. An exhibit displaying the roads collected and not yet collected will also be included.

The CONSULTANT will collect roadway data and images for the 535 test miles of roadway using a Roadway Asset Collection (RAC) vehicle.

CONSULTANT will work with the OWNER to review and verify that the data is ready to proceed. Sr GIS Analyst hours may be required to complete review and any development or adjustment of centerline line segments.

Task 1 Deliverables:

1. The CONSULTANT will deliver bi-weekly progress reports and schedule updates.
2. The CONSULTANT will provide the OWNER with a centerline assessment document for review and approval.

Task 2 – Collect Street Network and Image Capture for Paved Roads

The RAS team consists of a driver and operator (CONSULTANT) who will systematically drive the automated data collection vehicle on the road segment listings provided by the OWNER. The CONSULTANT will collect pavement data with two passes on Samuel Bowen Boulevard and one pass collection on all other County roadways. CONSULTANT proposes to use its collection vehicle line scan camera with laser illumination and right-of-way cameras to capture pavement and ROW images to be used during the pavement rating process. Unpaved roads will not be surveyed.

CONSULTANT will provide a pilot study of approximately 10 miles of roadway, based on selection by the OWNER, to provide a preliminary review of the condition data and resulting PCI. CONSULTANT will perform a field evaluation, coordinated to include the OWNER, to review the field conditions and compare to the evaluation and PCI results.

CONSULTANT will record all ROW assets by collecting images at 15-ft maximum intervals with an automated data collection survey vehicle equipped with a Laser Crack Measurement System (LCMS) for automated pavement data acquisition, Ladybug 360 camera system for capturing right-of-way imagery and a laser profiler which includes at minimum two-line lasers for capturing roughness and ride data.

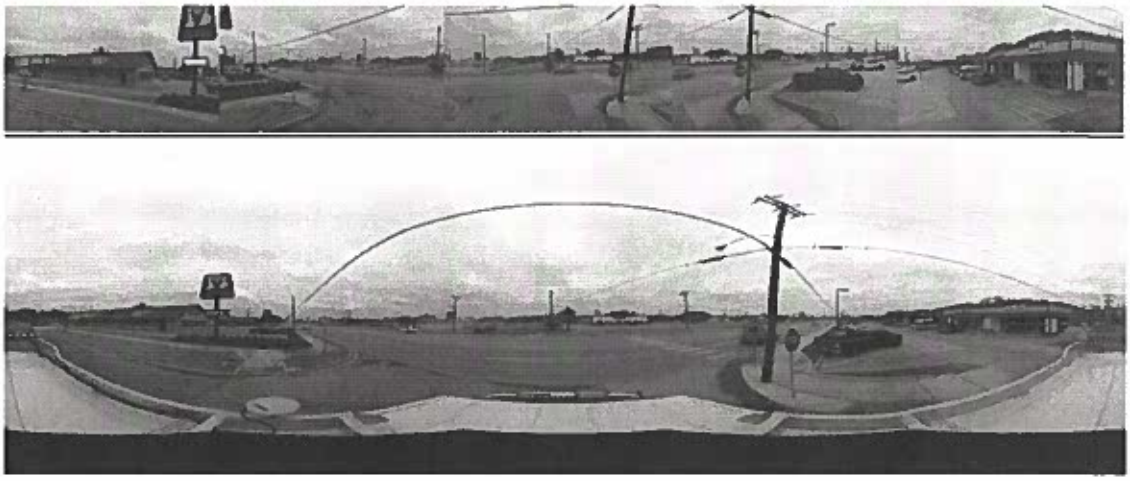
Roadway Asset Services (RAS) will perform data field collection on paved roads using a state-of-the-art Roadway Asset Collection (RAC) vehicle with following systems mounted:

- Right-of-way georeferenced images with Ladybug 5+ camera: Forward, Left, Right, and 360-degree spherical images.
- LCMS-2 pavement 2D/3D imaging.
- Longitudinal profile with 2-line lasers (left and right wheel paths) Distance measuring instrument (DMI) with an accuracy of +/- 0.1%.
- Differentially corrected GPS (DGPS) with an accuracy of +/- 2 feet.
- Applanix POS/LV 220 to compensate for difficult GPS conditions in urban environments.

The RAS system collects all pavement and right-of-way images, IMU, DMI and profiler data concurrently.

A RAS automated data collection vehicle

The International Roughness Index (IRI) will be collected using a class 1 road surface profiler manufactured by International Cybernetics Corporation (ICC). The road surface profiler meets all ASTM E-950 standards for evaluating the smoothness of pavement.



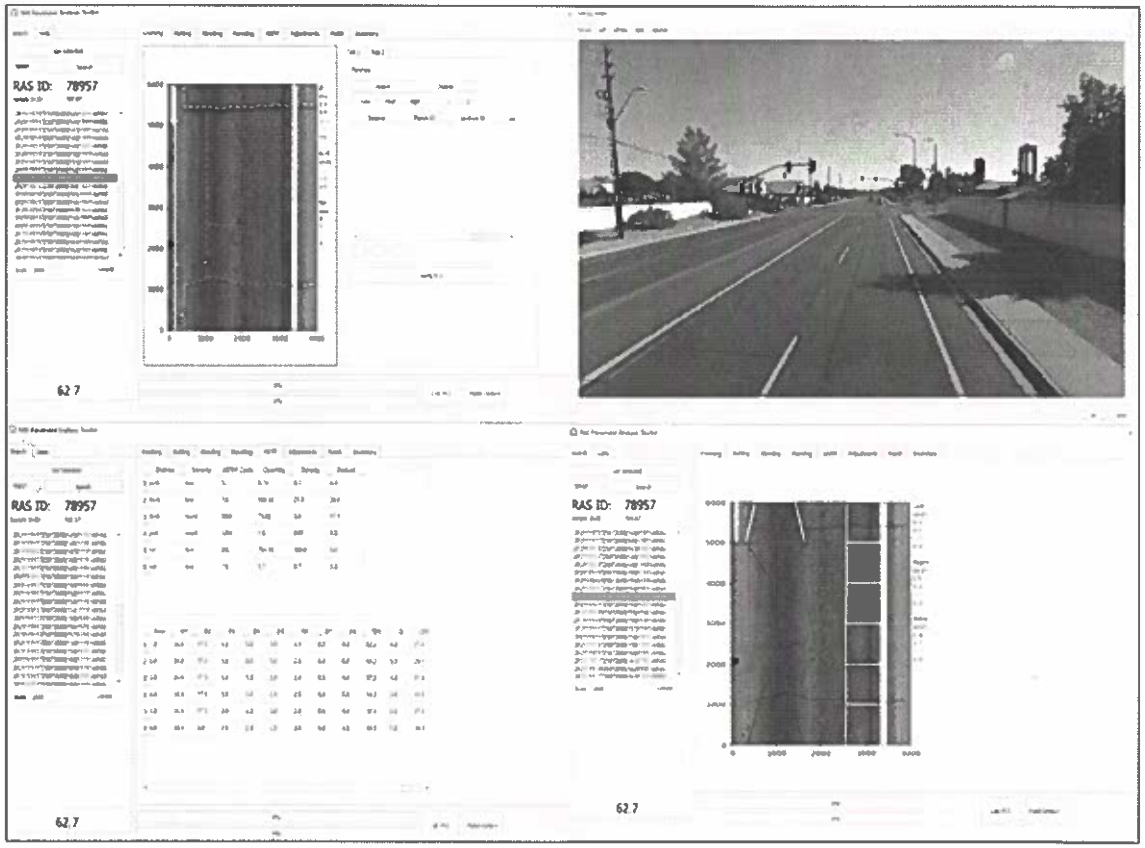
Example imagery from Ladybug 360 camera

Task 2 Deliverables:

1. CONSULTANT will provide Right-of-Way imagery for all segments collected.
2. CONSULTANT will provide downward-facing Pavement Imagery for all segments collected.
3. CONSULTANT will provide International Roughness Index (IRI) values for each delivered road segment.

Task 3 – Roadway Asset Inventory, Modified ASTM D6433 using AI

CONSULTANT will evaluate the PCI survey results in accordance with ASTM D6433. CONSULTANT will provide 100% survey of all lanes driven using RAS' pavement analysis tool, Technical Rating Intelligence Program (Road TRIP™) to evaluate the pavement condition using automated techniques per the ASTM D6433 pavement distress rating process including the following distresses: alligator cracking, longitudinal cracking, transverse cracking, block cracking, rutting, weathering, raveling, potholes, and patching. Experienced pavement engineers will review the resultant output for accuracy and make any corrections that may be needed. Road TRIP™ software allows the pavement and right of way imagery to be synced and the distress data to be displayed geospatially to provide another layer of quality assurance.



Pavement Condition Evaluation within Road TRIP™

CONSULTANT will provide final PCI and Distress data in an Excel format and a final Geodatabase.

Task 3 Deliverables:

1. CONSULTANT will deliver a final GIS file geodatabase containing collected pavement data (containing the Type, Severity and Extent of distresses along the road segment as defined by the ASTM D6433 methodology), widths, distresses, and PCI value.
2. CONSULTANT will deliver a final Excel database file with the same information included in the GIS file geodatabase.

Task 4 – Onsite RAS Data Review of Pilot

CONSULTANT will provide a pilot study of approximately 10 miles of roadway, based on selection by the OWNER, to provide a preliminary review of the condition data and resulting PCI. CONSULTANT will perform a field evaluation, coordinated to include the OWNER, to review the field conditions and compare to the evaluation and PCI results.

Task 4 Deliverables:

1. CONSULTANT will deliver results of the pilot study in Excel format and visit the County to provide field validation of the results.

Task 5 - Pavement Width

The CONSULTANT will use the images from the Ladybug 360 camera system to capture the width of pavement for each street segment to compare with the existing database information. CONSULTATNT will provide the widths for roads with width changes by noting locations of changes by stations and measuring each section of change, and the addition of lanes or turn lanes.

Task 5 Deliverables:

1. CONSULTANT will include the pavement width information in the final GIS file geodatabase and Excel format file.

Task 6 - Pavement Report with multi-year Budget Scenarios

CONSULTANT will deliver a Final Pavement Condition Index Report for the project including:

- Executive Summary.
- Project methodology and pavement data.
- Street segment PCI.
- Exhibits showing PCI and street segment length, lanes, and pavement type.

CONSULTANT will work with the OWNER to review and develop constraints and criteria for development of the budget scenarios, including review of typical maintenance treatments used by the County, development of improvement conditions for each treatment, and unit rate costs for each maintenance treatment. Sr. Pavement Consultant hours may be required to complete review and development of the criteria and any visits or presentations required for the final budget scenario analysis.

Task 6 Deliverables:

1. CONSULTANT will deliver a Final Pavement Report.
2. CONSULTANT will provide consultation with the OWNER to set the analysis operating parameters for the analysis in the RAS Budget Optimization Street Selector (BOSS) software.
3. CONSULTANT will deliver one round of multi-year budget scenarios based upon OWNER's criteria and budget, with one round of revisions upon OWNER review.

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	HP08-21	Date Prepared:	6/7/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Worcester County, Maryland	Contractor:	H2O Partners
Contact Person:	Chris Clasing	Prepared By:	Melissa Trent
Phone:	410-632-5623	Phone:	512-740-5014
Fax:		Fax:	
Email:	cclasing@co.worcester.md.us	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification & Review (lump sum)	1950	1950
1	Field Setup and GPS Network Creation (lump sum)	5500	5500
535	Collect Street Network (test miles) 1 pass testing on all roads other than Samuel Bowen Boulevard	80	42800
535	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles)	40	21400
2	Onsite RAS Data Review of Pilot (Days)	2500	5000
1066	Pavement Width (lane miles)	12	12792
1	Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	25,000	25000
40	Sr. Pavement Consultant (Hours)	275	11000
24	Sr GIS Analyst	150	3600
	Total From Other Sheets, If Any:		
	H2O/RAS will bill lump sum based on percent complete for each task item	**Subtotal A:**	129042

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

	Subtotal C:	0

Delivery Date:		**D. Total Purchase Price (A+B+C):**	129042

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - ID: 7252

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and H2O Partners, Inc., hereinafter referred to as the Contractor, having its principal place of business at 260 Addie Roy Road, Suite 150, Austin, TX 78746.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Aug 01 2021 and ends Jul 31 2023. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under

all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within

thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

H2O Partners, Inc.		**H-GAC**	
Signature	DocuSigned by: Jo Ann Howard 0A988C0878D54DB...	Signature	DocuSigned by: CW 82EC270D5D61423...
Name	Jo Ann Howard	Name	Chuck Wemple
Title	President	Title	Executive Director
Date	8/18/2021	Date	8/23/2021

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - 7252

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement ("EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder,

proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a

Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include

a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

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

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A

H2O Partners, Inc.

All Hazards Preparedness, Planning, Consulting & Recovery Services

Contract No.: HP08-21

H2O Partners Labor Category	Hourly Rates
Project Executive/Principal	$215.00
Quality Control Officer	$180.00
Subject Matter Expert	$160.00
Program Manager	$185.00
Project Manager	$160.00
Senior Consultant	$155.00
Staff Consultant	$120.00
Associate Consultant	$110.00
Senior Planner	$132.00
Associate Planner	$120.00
Planner	$110.00
GIS Specialist	$110.00
Senior Grant Manager	$132.00
Grant Manager	$120.00
Senior Closeout Specialist	$120.00
Closeout Specialist	$110.00
Cost Estimator	$110.00
Senior Insurance Specialist	$155.00
Insurance Specialist	$135.00
Environmental Specialist	$135.00
Construction Manager	$135.00
Construction Inspector	$120.00
Eligibility Manager	$155.00
Eligibility Analyst	$120.00
Eligibility Consultant	$110.00
Senior Case Manager	$120.00
Case Manager	$110.00
Technical Support Specialist	$110.00

Support Specialist	$95.00
Publisher/Graphic Design	$143.00
Senior Technical Writer	$147.00
Technical Writer	$100.00
IT System Management	$124.00
IT System Support	$107.00
Education & Outreach Specialist (Master)	$135.00
Education & Outreach Specialist (Senior)	$120.00
Education & Outreach Specialist (Mid)	$110.00
Training Performance Consultant	$120.00
Continuing Education Coordinator	$110.00
Editor	$147.00
Curriculum Development/Designer	$147.00
Administrative Specialist	$90.00
Roadway Asset Services (RAS) Management Labor Category	**Hourly Rates**
Training Services	$150.00
Data Collection Specialist	$100.00
Database Administrator	$120.00
Senior Database Administrator	$150.00
GIS Technician	$90.00
GIS Analyst	$110.00
Senior GIS Analyst	$150.00
Programmer I	$100.00
Programmer II / AMS Specialist	$150.00
Pavement Subject Matter Expert	$275.00
Transportation Subject Matter Expert	$200.00
Asset Management Subject Matter Expert	$200.00
Project Manager	$160.00
Senior Project Manager	$200.00
Principal-in-Charge	$300.00
Pavement Consultant	$200.00
Senior Pavement Consultant	$275.00
Arborist	$200.00
Unmanned Aerial Vehicle (UAV) Pilot in Command	$210.00
Unmanned Aerial Vehicle (UAV) Pilot	$185.00
Sensor Operator for Remote UAV	$185.00
Visual Observer for Remote UAV	$160.00
Roadway Asset Services (RAS) Inventory	**Rates**
Centerline Identification (lump sum)	$1,950.00
Field Set-up & GPS Network Creation (lump sum)	$5,500.00
Project Calibration Site Survey (lump sum)	$2,500.00
Collect Street Network (test mile)	$80.00

Pavement Condition Index - ASTM D6433 surveys (PCI) (test mile)	$50.00
Pavement Condition Index-ASTM D6433 (PCI) 100% rating of test mile driven	$150.00
Pavement Condition Index - Modified ASTM D6433 Artificial Intelligence with 100% rating (PCI) (test mile)	$40.00
Alley inventory (paved) (lane mile)	$60.00
Alley inventory (unpaved) (lane mile)	$70.00
GIS Street Centerline Creation (lane mile)	$60.00
Pavement Widths (lane mile)	$12.00
Signs (lane mile)	$45.00
Signs, with no conditions rating (lane mile)	$38.00
Signs, Nighttime Retroreflectivity, visual assessment (lane mile)	$36.00
Sidewalks (lane mile)	$40.00
Sidewalks, with no condition rating (lane mile)	$32.00
Sidewalk Obstructions (lane mile)	$30.00
ADA Ramps (lane mile)	$30.00
ADA Ramps, with no condition rating (lane mile)	$25.00
Signals (lane mile)	$30.00
Inlets (lane mile)	$30.00
Curb and Gutter (lane mile)	$45.00
Curb and Gutter, with no condition rating (lane mile)	$35.00
Pavement Markings (lane mile)	$30.00
Pavement Striping (lane mile)	$40.00
Water Valves (lane mile)	$25.00
Control/vault boxes (lane mile)	$25.00
Backflow and backflow enclosures (lane mile)	$25.00
Fire Hydrants (lane mile)	$25.00
Manholes (lane mile)	$25.00
Street Lights (lane mile)	$30.00
Transformers (lane mile)	$25.00
Parking Meters (lane mile)	$25.00
Utility Poles (lane mile)	$30.00
Meter Boxes (lane mile)	$25.00
Street Trees, location only (no tree species information) (lane mile)	$90.00
Retaining Walls (lane mile)	$40.00
Mailboxes (lane mile)	$25.00
Driveways (Drive path) (lane mile)	$45.00
Bus Shelters (lane mile)	$25.00
Guardrails (lane mile)	$25.00
Bike Lanes and Bike Lane Hazards (lane mile)	$25.00
Bikeway Bollards (lane mile)	$20.00
Traffic Calming Devices (lane mile)	$30.00
ITS Beacons (lane mile)	$25.00
ITS System Cabinets (lane mile)	$30.00
ITS Pullboxes (lane mile)	$35.00
ITS Service Connections (lane mile)	$30.00
ITS Poles (lane mile)	$30.00
ITS Dynamic Message Signs (lane mile)	$20.00
Medians (lane mile)	$60.00
Bridge Locations (lane mile)	$30.00
Streetscapes (lane mile)	$60.00
Parks and Recreation Facilities (unit)	$60.00
Trail and bike path Inventory (mile)	$60.00
GIS Delivery and Metadata Documentation (lump sum)	$10,200.00
Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	$25,000.00
Pavement Report without multi-year Budget Scenarios (lump sum)	$15,000.00
3 additional PCI forecast scenarios (lump sum)	$5,000.00

Onsite RAS data reviews (per day)	$2,500.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Arterial and Collector Roads (lane mile)	$145.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Local/Residential Roads (lane mile)	$170.00
Falling Weight Deflectometer (FWD) analysis and reporting (SCI value in tables) (lane mile)	$160.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) analysis and reporting (SCI value in tables and GPR thickness tables) (lane mile)	$320.00
Mobilization for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (lump sum)	$15,000.00
Traffic Control for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (day)	$2,000.00

MARYLAND'S Coast WORCESTER COUNTY

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

TO: County Commissioners
FROM: Weston S. Young
DATE: June 10, 2022
RE: Out of State Travel Request

Out of State Travel Request

Administration	1	100.1001.7000.100
Department	# of Attendees	GL Account Code
Columbus, OH	9/17/2022	9/21/2022
Destination	Depart	Return

Purpose of Travel:

The purpose of this request is to attend the International City/County Management Association (ICMA) annual conference. ICMA is the the leading assocation of local government professionals and their annual conference provides professional development and educational sessions on local government management.

Estimated Costs:		
	Airfare	$450
	Lodging	$800
	Meals	$320
	Registration Fees	$750
	Car Rental	
	Other Transportation	
	Other	
	Total	**$2,320**

Worcester County LIBRARY
Books are just the beginning.

To: Weston Young
From: Jennifer Ranck
Date: June 14, 2022
Re: Design Services for new Pocomoke Library

Enclosed with this memorandum is a proposal for design services for the new Pocomoke Branch Library. The proposal comes from Jeff Schoellkopf, Principal Architect, JSD, Inc., an associate in The Design Group (TDG). Phase One of the proposal will complete pre-design and early schematic design. The work to be performed will enable team selection, the refinement of the building program, and the creation of several early schematic design options for the library. This phase will not exceed $65,000 and will be completed this fall.

Phases Two through Six of the proposal is estimated to cost $520,000 plus reimbursable expenses at the rates specified. This work will continue through construction administration. Currently there is $500,000 in assigned funds for the Pocomoke project which can be used for the design phase.

The Library submitted a FY 24 grant application for construction funds from the Maryland State Library Agency (MSLA) in the amount of $2.2 million. MSLA received seven requests from seven library systems totaling $7,971,900 ($7.5 million is available to distribute to the most urgent and necessary projects statewide). Unfortunately, no information regarding the recommended funding amount of the Library's request will be available until the Governor's Capital Budget is released in January 2023.

The project has experienced several starts and stops, and the Library is excited and grateful for the current momentum. Securing design services now will ensure that the library is ready to take advantage of any funding opportunities and allow us to update the County Improvement Plan this fall. The Library will build on the experience of the Berlin branch and aim for similar performance goals, including high insulation levels and a focus on air tightness. Assembling the right team and taking time in the beginning of the project to plan well, has yielded considerable cost-savings in the overall operational costs for the Berlin branch, and the Library looks forward to duplicating that process.

The Worcester County Library Board of Trustees respectfully requests that the Commissioners of Worcester County Maryland grant an exemption from competitive bidding procedures and approves the enclosed proposal for professional services and the accompanying contract between Worcester County Library and JSD, Inc. to complete Design services through construction documents for the new Pocomoke Library.

Copy: Worcester County Library Board of Trustees

THE DESIGN GROUP
ARCHITECTURE PLANNING INTERIOR DESIGN
JIM EDGCOMB, ARCHITECT
JEFF SCHOELLKOPF, ARCHITECT
Airport Road Warren VT 05674 tel 802-496-5255

June 9, 2022

To:
Worcester County Library Board of Trustees
C/o Ms. Jennifer Ranck, Director
307 North Washington Street
Snow Hill, Maryland 21863

PROPOSAL FOR DESIGN SERVICES FOR
WORCESTER COUNTY POCOMOKE BRANCH LIBRARY

Dear Ms. Ranck and Library Trustees,

JSD, Inc, an associate in The Design Group (TDG) proposes to provide design and consultant services for the Worcester County branch library in Pocomoke. Our understanding is that at present option on the table is to design a new facility in the downtown on the Armory parcel, which is to be cleared by the town prior to acquisition and development. We understand this will not include the Senior Center as had been previously contemplated.

1. Overview
We are pleased to present this proposal for planning and design services for the proposed new Worcester County facilities. This is based on our general understanding of the project from our involvement over the past years in preliminary planning of renovations and additions to the existing library, site and building review of other options in town, budget development, and grant applications. It is mostly focused in detail on the phase 1 work, but also outlines and estimates the full services anticipated for the entire project.

We understand this building is intended to serve the Pocomoke community and surrounding Worcester County area. It is to be welcoming, functional, and fitting in Pocomoke. We understand a strong desire is to improve the library in terms of functional flow, meeting spaces, children's and teen areas, workspaces, technology upgrades, and performance upgrades. The initial program and approach will be similar to the new Berlin Branch at about 11-12,000sf.

We are proposing to keep the team from the Berlin Library intact and are planning to work with Gipe on MEP, GMB on structural, and assuming the County will retain Whiting Turner in a similar role. We have included and attached a detailed proposal from Gipe and will need to get updated proposals from others as we proceed.

Based on the program of the existing branch, we understand the following items are to be addressed in the planning

Library

1. Need for dedicated or separated Children's program space
2. Improved workspace, back of house
3. Improved or defined teen space
4. Better entry
5. Need for additional small conference space(s) for study and social services
6. Better lighting
7. Additional stack space, more adult stacks or reconfiguration of existing
8. Improved consistency of furnishings looks and quality
9. Circ desk improvements
10. Improvements to tech access, power locations, computer locations and furnishings, etc.
11. Dedicated IT room
12. Improved seating with power access
13. Additional restroom(s)
14. Improved and expanded community room, with moveable partition

This proposal includes the assumption that the County would like to maintain similar performance and quality goals as per the Berlin branch, but that we will seek to refine systems and processes and try to make some simplifications where possible, especially in the controls and operation systems in the building.

This proposal is based on the preliminary construction budget provided by Whiting Turner of about 8.5m, including a furnishing budget similar to Berlin or 400k. We also understand a variety of funding sources are being solicited including public and private funds and grants. This does not include any site procurement or environmental testing costs, which we understand will be covered in a donation by the town, or a swap for the existing property.

This proposal includes predesign and early schematic design services including development of input from selected stakeholders including library and senior center staff, facilities managers, and trustees. As we did for Berlin we propose to assist in the assembly of a team of experienced subconsultants early in the process, and to manage a well-integrated design approach in the schematic design phase with full team meetings for coordination. We are anticipating the project

team will be similar to the Berlin project including a CM/cost estimator, hired separately by the owners, and that this would develop into a CM at risk project delivery.

We are proposing to undertake phase 1 services not to exceed $65,000 on an hourly basis plus reimbursables with hourly costs not to exceed $40,000 for architectural and planning services and $10,000 for MEP schematics. We are proposing to bid and subcontract civil and structural engineers for their services, with fees estimated as listed below for their services, including $15,000 for phase 1 consulting services. We will develop a fixed fee for further steps once the scale, scope, conditions, and team are clarified.

In addition to this the owner's costs at this phase may include property acquisition, survey, soils testing, environmental assessments, and CM preconstruction services.

1. **General Scope: Provide Architecture and Planning services in phases as follows**

1. **Predesign (planning and programming) and early schematic design**- including assessment of existing conditions, preliminary code review, and development of options. Also assist in the development of the consulting team and engagement of a CM or cost estimator.
2. **Schematic design**, including the development of building general plans, sections, and elevation, general interior design, and outline specifications. Also, at this point we will help coordinate structural, civil, and MEP design concepts, and assist in initial outreach to various regulators and authorities.
3. **Design Development** per typical steps, including coordination of consultants, development of documents, selection of all materials and support of furnishing selections, and processing constructability review by the CM and owners' team.
4. **Construction Documents** per typical steps, including refinement of details, coordination of consultants, finalization of specifications, and preparing documents for bidding and permitting.
5. **Bidding and Permitting**- Provide support assuming the process is to be administered by the CM
6. **Construction Administration**

2. **Process**

Phase ONE – Pre-Design and Early Schematic Design

1. Meet with the building team and staff through a series of meetings to determine program requirements, gain a sense of desired outcomes, and discuss the function, feel, and character of the library.
2. Assist in team selections and roles as necessary for this project. Assist in the solicitation of proposals from qualified consultants for structural, MEP, Energy modelling, and other disciplines as may be requested.
3. Produce base drawings as necessary for sketch development including site plans, floor plans, sections, and elevations. Note- all required survey, and soil and environmental testing work is to be by others.
4. Undertake a base site analysis, including a general assessment, solar access, views, existing buildings, access and transportation, vegetation, soils, and neighborhood character.

5. Undertake a preliminary analysis of zoning, fire, and building code requirements.
6. Gather and review references; photos, drawings, and plans of similar or related places which may help spark ideas. Solicit references from team members and interested parties.
7. Undertake an analysis of assumed loads and available resources. Assist in the development of project metric goals. Review options for systems (HVAC, water, wastewater, stormwater, electrical, etc.) Meet with engineers to outline likely systems and alternatives to be explored.
8. Develop outline specifications.
9. Produce 2 or 3 alternative configurations for review of site and building plans with variations of size of the addition, layout, and character. At this stage we would have a REVIEW and discussion with the design committee and respective authorities. We would then choose a scheme or develop a combination of features from various schemes for further development which would be forwarded to the Commissioner's for review.

Phase TWO –Schematic Design

1. Continue code review with consultants and authorities with developing scheme in hand.
2. Support the next level of analysis, energy modelling, and the development of project metric goals. Review options for systems with consultants (HVAC, stormwater, electrical, etc.).
3. Assist in the further development of owners' requirements and revise outline specifications. Meet with engineers to outline space needs and details to be anticipated in systems selected.
4. Refine a configuration for review of site and building plans clarifying the size of the addition, site and building layout, interior design, and character. At this stage we would have a REVIEW and discussion with the design committee and respective authorities. We would proceed upon approval or go back to develop further refinements.

Phase THREE - Design Development

1. Develop a scheme; develop building details (integrating structural, mechanical, and electrical schematic designs, as necessary), develop the site plan, and produce renderings and/or models for design committee and trustee REVIEW.
2. Develop specifications, selection of materials, systems, finishes, etc.
3. Assist in site plan permitting.
4. Assist in the update of cost estimates from engineers and estimators in three steps- at 50%, 75%, and 90%.
5. Optional- Develop integrated renewable energy systems
6. Develop interior design and furnishing studies. Generally, specify all built in and moveable furniture, appliances, and equipment. Provide color and material studies for all finishes, and review with the client.

Phase FOUR - Construction Documents

1. Finalize and coordinate building details (integrating structural, mechanical, and electrical schematic designs, as necessary), develop the site plan, and produce renderings and/or models for design committee and trustee REVIEW.
2. Administer constructability review by the owners and CM. Adjust details as necessary.
3. Finalize project manual and specifications, with support in general administration form the CM.

4. Assist in the update of cost estimates from engineers and estimators at90%.
5. Finalize detailed interior design and furnishing selections and specifications.
6. Develop final bid and permit documents. Coordinate subconsultant documents and integrate all.

Phase FIVE. Bidding and Permitting

1. Support CM in subcontractor and supplier bidding, and development of a final construction agreement
2. Support CM in finalizing permits with all necessary authorities.

Phase SIX. Construction Administration

1. Review rfi's and submittals
2. Provide necessary SK's and updated details
3. Attend monthly OAC field meetings (estimated 15) including a preconstruction meeting.
4. Support basic commissioning, including a blower door test and tuning of all mechanical systems as provided separately by owner.

Optional Services (at additional cost)

- Model building and advanced renderings
- LEED review and administration
- Conformed drawings (by sub)
- MEP commissioning (by sub)

Contracted separately by owners

- Library programming including community input facilitation (not anticipated)
- CM construction systems review and preliminary cost
- Soils or subsurface examination and foundation consulting
- Commissioning (owners' option)
- Survey
- Additional interior design (not anticipated)

Exclusions

- Environmental assessment of site
- Hazardous materials studies

3. Schedule (Preliminary)

Pre-Design and early SD	Summer-Fall 2022
Schematic Design	Fall- 2022
Design Development	Winter-Spring 2023
Construction Documents	Spring- Sumer 2023
Bidding and Permitting	Summer 2023
Construction Administration	12-14 mos (anticipated begin Fall 23)

4. Responsibilities

- The Client shall provide full information with regard to the schedule, budget, and other design criteria and shall furnish all necessary legal description and shall be responsible for the accuracy of all such information.
- The services provided are those of an Architect licensed in the State of Maryland. The services shall be performed to reasonable standards of professional care. Other Engineering services may need to be contracted outside of this agreement in order to complete the design and obtain a building permit.
- The Architects shall not be responsible for construction means, techniques, procedures, or for safety on the job site, or for the contractors' schedule or ability to carry out the work according to the plans.
- The Client may pause or terminate this agreement with or without cause at any time with seven days written notice and payment of all costs to date.
- Any claims by the owner or architect shall be made in writing within 60 days of their occurrence. Any claims shall first go to mediation prior to litigation.
- The Architects do not warrant that the construction costs will not vary from the project budget goals and estimates.
- The architect shall not be responsible for the investigation, discovery, or correction of any hidden conditions, or of any subsurface or geotechnical issues that may arise.
- Billing shall occur monthly based on progress to date, and payments shall be due within 30 days.

5. Meetings:

Within our fee cap for phase 1 we are proposing design / planning meetings with the committee every three to four weeks with a total of three proposed in phase one. We have assumed meetings with Town and other officials – one meeting each with Zoning, Building, and Fire.

6. Fees

Fees are proposed as below based on the scope outlined above. Phase 1 services are proposed to be on an hourly basis with costs not to exceed as shown. Phase 2-6 services are shown currently as rough estimates, with subconsultant services to be fixed, and an updated AIA form contract to be provided following the initial planning process, based on the size and scope details that are to be determined in the planning process.

a. Phase 1 Fees:

1. Architects Fee not to exceed $40,000 for Planning, Architecture, Site Planning, and Project Administration

2. Engineering Estimate (Phase 1 preliminary consulting services budget- proposed)

▪ Civil Engineering	$7,000
▪ Structural Engineering	$7,000
▪ MEP Engineering	$11,000
Subtotal	$25,000

3. Hourly Rates

	Architect	Engineers(est)
Principal	$160	$160 -250
Associate in Charge	$130-140	$130 -150
Sr. Architect/Engineer	$110-130	$110-130
Architect/Designer	$90-110	$90-110
Draftsperson tech	$80-90	$80-90

4. Estimated Reimbursables Phase 1

Transportation	$1,800.00
Reproducibles	$1,500.00
Postage/Special Deliveries	$300.00
Subtotal (estimated)	$3,600.00

b. **Phase 2-6 Fees:** We estimate A/E fees for phase 2-6 at about 6-7% of 6.5-8m

i. Estimated Fees Library Only

1. Architectural Services	290,000
2. Structural Engineering	60,000
3. Civil Engineering	60,000
4. MEP Engineering	110,000
Subtotal	520,000

Prepared by:

Signature:

Date: 6/6/22

Printed Name: Jeff Schoellkopf

Title: Principal Architect, JSD, Inc

Please indicate your acceptance by signing below

Signature:.....

Date: .....

Printed Name: .....

Title: .....

2022 RATE SHEET

THE DESIGN GROUP offers the following design services: Architecture, Landscape Architecture, Land, Site, and Master Planning, Sustainable Design, and Interior Design. Engineering Services may be provided by subconsultants. Rates for Design services are described below.

Design Services	Hourly Rate
• Principal	$ 160.00
• Project Architect / Sr. Planner	$ 110-140.00
• Designer / Project Manager / Planner	$ 90-100.00
• Draftsperson / Technician / Asst. Project Manager	$ 80-90.00
• Administration	$ 50.00

All design services can be provided on a fixed fee basis with a clearly defined Scope of Services. Billing occurs monthly and is due upon receipt. Interest on unpaid balances accrues at a rate of 1 1/2% / mo. Other services, including pre-design, permitting, model making, rendering, project management, cost estimating, and product research, are available as requested.

Reimbursable Expenses

Travel, transportation, lodging, and meals are charged on jobs more than a half an hour from our offices.

Transportation Costs		Auto at $0.55 per mile Air travel tickets billed at cost Travel time billed at ½ hourly billable rate
Lodging and meals		At cost up to allowed IRS per diem
Printing/Plots	30 x 42	$3.50
	24 x 36	$2.50
	18 x 24	$2.00
	12 x 18	$1.50
	11 x 17	$1.00
Color Copies	11x17	$1.00 each

All other direct job expenses including consultants, engineering, telephone, postage, photography, and video recording is billed at cost plus 5% overhead.

Visit our website at www.tdgvt.com

DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

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

To: Weston Young, Chief Administrative Officer
Joseph Parker, Deputy Chief Administrative Officer

From: Brian Jones, IT Director

Re: Audio System Purchase

Date: June 15, 2022

Please find the attached proposal for a refresh of the current audio system in the Commissioner's Meeting Room and the Board Room located next to it. We are requesting permission to sole source this project based on the urgency expressed by administration and recent comments from the commissioners. We have reached out to Design and Integration located in Baltimore, MD to design and build a new audio system. DI comes with experience in local government and school facilities and have an excellent track record. This design will also integrate the sound with the next room should we require additional seating. This will also give us an independent sound system if needed in the Board Room. Careful consideration in the design was made with the integration of Swagit video. The design includes state of the art hardware and a complete re-wire of the room that will suffice our needs for years to come.

I am requesting that the Commissioners review and approve the attached quote from DI (Design and Integration) for amount of **$47,870.00**. If this is approved today the project will most likely not be completed until December or January due to hardware availability.

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

PROPOSAL

presented to

The Worcester County Court House

for the

AUDIO-VISUAL REFRESH OF THE COUNTY COMMISSIONERS MEETING ROOM

PROPOSAL NO. WOR 01 06-22 • JUNE 6, 2022

DESIGN & INTEGRATION, INC. • 410.467.2815 • designandintegration.com

WHY DESIGN & INTEGRATION?

1

COMPETITIVE PRICING – We work hard to bring you the best products installed to the highest professional standards at the most competitive price. There is a cost for quality but we are confident that you'll regard Design & Integration as your ***Best Value***.

2

COMPRESSED SCHEDULE EXPERTS – A key advantage of a small business is that you will have all the key stake holders readily available to your concerns. We're quick to organize, quick to identify solutions to problems, and ***Quick to action***.

3

LARGE SCALE PROJECT DEPLOYMENT – We are seasoned vets when it comes to implementing facility wide AV systems for arenas, performance art venues and stadiums. Our team of degreed and certified Project Managers, Engineers, Programmers, and Technicians take a strategic and calculated approach when handling large scale systems.

4

SERVICE & SUPPORT – Our Service experts will keep your integrated AV systems running smoothly for a very long time. We offer several different service & support plans that are tailored to your unique AV needs. Have peace of mind knowing that a trusted support team is **always by your side.**

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Design & Integration, Inc.

THE WORCESTER COUNTY COURT HOUSE

AUDIO-VISUAL REFRESH OF THE COMMISSIONERS MEETING ROOM

PROPOSAL NO. WOR 01 06-22

PROPOSAL

Design & Integration (DI) is pleased to submit our proposal #WOR 01 06-22 ("Exhibit A"), dated June 6, 2022, to The Worcester County Court House, for the Audio-Visual Refresh of the Commissioners Meeting Room.

Our Proposal is based on Connor McMichen and Kevin Barrett's design development coordination with Brian Jones and Susan McMichen. The scope of this proposal is to provide a complete audio-visual refresh of the Commissioners Meeting Room, located at 1 West Market Street, Snow Hill, MD 21863.

Items listed in **bold** on the spreadsheet have been substituted, changed due to a discrepancy, or added by DI to provide a complete and functioning system in the design intent. Please refer to clarifications for details.

This proposal captures only the labor required to install the equipment in the Commissioners Meeting Room. A separate Box Sale will be submitted to the client for required equipment.

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Design & Integration, Inc.

Client: Worcester County Court House
Address: One West Market Street
Address: Snow Hill, MD 21863
Contact: Brian Jones
Tel: 410-632-5610
Fax:
Email: bjones@co.worcester.md.us
Project: Commissioners Meeting Room AV Refresh
Date: June 6, 2022
Solicitation No.:
DI Contract No.: WOR 01 06-22
DI Contact: Connor McMichen
Tel: 410-949-0126
Email: cmcmichen@designandintegration.com

1001 Rectory Lane
Baltimore, MD 21211
410-467-2815

ITEM	DESCRIPTION	QTY.	CLIENT	CLIENT EXT.
1	Commissioners Meeting Room/Board Room	1	$ 47,870.00	$ 47,870.00
2				
3			**System Subtotal**	**$ 47,870.00**
4			**Bond Fee Not Included**	**$ -**
5			**System Total Cost**	**$ 47,870.00**
6				*Sales Tax NOT Included*

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Design & Integration, Inc.

Client: Worcester County Court House
Address: One West Market Street
Address: Snow Hill, MD 21863
Contact: Brian Jones
Tel: 410-632-5610
Fax:
Email: bjones@co.worcester.md.us
Project: Commissioners Meeting Room AV Refresh
Date: June 6, 2022
Solicitation No.:
DI Contract No.: WOR 01 06-22
DI Contact: Connor McMichen
Tel: 410-949-0126
Email: cmcmichen@designandintegration.com

1001 Rectory Lane
Baltimore, MD 21211
410-467-2815

Commissioners Meeting Room/Board Room

ITEM	MANUFACTURER/ MODEL	DESCRIPTION	QTY.	CLIENT	CLIENT EXT.
1	**Audio**				
2	QSC/ AC-C6T	6.5" Ceiling Speaker	4	$ 116.00	$ 464.00
3	QSC/ Core110f	Digital Signal Processor	1	$ 3,088.00	$ 3,088.00
4	QSC/ QIO-ML4i	Q-SYS 4-Input	2	$ 525.00	$ 1,050.00
5	QSC/ QIO-RMK	Rack Mount Tray for Above	1	$ 132.00	$ 132.00
6	QSC/ MP-A40V	800w Flex Amp - 4 x 200w into 70v	1	$ 1,344.00	$ 1,344.00
7	Shure/ MX392/C	Push to Talk Boundary Microphone	4	$ 219.00	$ 876.00
8	OFE/ Wireless Microphone Receiver	Wireless Microphone Receiver	2	$ -	$ -
9					
10	**Microphones**				
11	Shure/ MX410RLP/N	15" Shock-Mounted Gooseneck, No Capsule, without preamplifier	14	$ 149.00	$ 2,086.00
12	Shure/ MX400DP	Small Desktop Base with Input	14	$ 198.00	$ 2,772.00
13	Shure/ R184B	Black Supercardioid Cartridge for MX-Microphones	14	$ 47.00	$ 658.00
14	Shure/ UA834WB	In-line Antenna Amplifier	1	$ 147.00	$ 147.00
15	Shure/ UABIAST-US	In-line Power Adapter	1	$ 68.00	$ 68.00
16					
17	**Control**				
18	QSC/ TSC-101-G3	10.1" PoE Touchscreen Controller	1	$ 2,285.00	$ 2,285.00
19	QSC/ TSC-710t-G3	Table-Top Mounting Kit for Above	1	$ 327.00	$ 327.00
20	QSC/ SLQUD-110-P	UCI Depolyment License	1	$ 166.00	$ 166.00
21	QSC/ SLQSE-110-P	Scripting Engine License	1	$ 334.00	$ 334.00
22	Ubiquiti/ ES-16-150W	16-Port PoE Switch	1	$ 358.00	$ 358.00
23					
24	**Racks/Miscellaneous**				
25	Middle Atlantic/ BRK12-22	12 RU Mobile Equipment Rack	1	$ 209.00	$ 209.00
26	Middle Atlantic/ RKW	Caster Kit for Equipment Rack	1	$ 49.00	$ 49.00
27	Middle Atlantic/ U1	1 RU Rackshelf	1	$ 40.00	$ 40.00
28	Juice Goose/ 11-20A	20 Amp 11 Outlet Power Distributor	1	$ 134.00	$ 134.00
47					
48		Cables and Connectors	1	$ 518.00	$ 518.00
49		Rigging and Hardware	1	$ 391.00	$ 391.00
50		Blanks and Perfs	1	$ 199.00	$ 199.00
51					
52				**TOTAL EQUIPMENT COST**	**$ 17,695.00**
53					
54		Freight	1		$ 885.00
55					
56	**Labor:**				
57		Fabrication	18	$ 70.00	$ 1,260.00
58		Installation	112	$ 70.00	$ 7,840.00
59		*Installation Per Diem*	12	$ 40.00	$ 480.00
60		*Installation Hoteling*	12	$ 187.00	$ 2,244.00
61		*Installation Travel Time*	14	$ 70.00	$ 980.00
62		Project Management	28	$ 110.00	$ 3,080.00
63		*Project Management Per Diem*	3	$ 40.00	$ 120.00
64		*Project Management Hoteling*	3	$ 187.00	$ 561.00
65		*Project Managemnet Travel Time*	4	$ 110.00	$ 440.00
66		Engineering	88	$ 120.00	$ 10,560.00
67		*Engineering Per Diem*	3	$ 40.00	$ 120.00
68		*Engineering Hotleing*	3	$ 187.00	$ 561.00
69		*Engineering Travel Time*	4	$ 120.00	$ 480.00
70		Training	4	$ 120.00	$ 480.00
71		Documentation	2	$ 42.00	$ 84.00
72					
73				**TOTAL LABOR COST**	**$ 29,290.00**
74					
75					
76					
77				**TOTAL EQUIPMENT COST**	**$ 17,695.00**
78				**TAX EXEMPT**	**$ -**
79				**FREIGHT**	**$ 885.00**
80				**TOTAL LABOR COST**	**$ 29,290.00**
81					
82				**SYSTEM TOTAL COST**	**$ 47,870.00**

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PREFERRED PAYMENT TERMS

Client agrees to pay for "Services" as outlined in this proposal in the Grand Total Amount of **$47,870.00** to Design & Integration Inc.

Preferred Payment terms of contract are as follows: 25% down on award. Equipment billed as received at Design & Integration. Labor billed as expended. Invoices are due Net 30. A service charge of 1.5% per month will be added to accounts past due.

LIST OF CLARIFICATIONS

1. This proposal assumes that only one (1) audio feed is needed for the Swagit video recording system.
2. This proposal assumes that all OFE equipment is operational and functional. Any equipment that is found to be faulty may result in additional cost for new equipment and/or additional labor.
3. This proposal assumes that any core drilling required to pull cable will be completed by Worcester County Court House Maintenance Team.
4. DI will work with the Maintenance Team when necessary to discover wire pathway, determine safe and proper rigging solutions, or decide if any structural modifications or core drilling need to be made.

LIST OF EXCEPTIONS

1. DI is not responsible for any high voltage electrical work.
2. DI is not responsible for removal and tear out of any existing structure, audiovisual components or wiring.
3. DI is not responsible for any required conduit, core drills or structural modifications necessary to pull wire or place audiovisual equipment.
4. DI is not responsible for any painting, patching, ceiling grid, carpentry or finish work. Note: Finish work is a construction term. Finish work means all final trim or finish detail outside of Design & Integration's expertise.
5. Events beyond the control of the contractor and/or delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance.
6. This proposal does not include costs for any permits. All necessary permit costs will be passed on directly to the client.

ADJUSTMENT FEES

If during the scope of the project client requests changes or additions in system design, or a deviation from the normal scope as listed, DI will either provide a time-and-material estimate, or a not-to-exceed figure for work to be performed.

DOCUMENTATION

In our effort to be good stewards of our natural resources, Design & Integration is committed to paperless documentation. All system documentation will be provided in the form of electronic .pdf files unless otherwise specifically requested by the client. A surcharge for paper (hardcopy) documentation may apply.

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Design & Integration, Inc.

NON-SOLICITATION OF DI EMPLOYEES

For the duration of this agreement and for a period of one year after agreement termination, the Worcester County Court House will not directly or indirectly solicit for employment any employees of Design & Integration. The Worcester County Court House agrees that if any employee begins employment at the Worcester County Court House during this period, the Worcester County Court House will compensate Design & Integration a sum of 150% of employee yearly salary at time of employee termination from Design & Integration.

WARRANTY

In addition to the manufacturers' warranties, Design & Integration (DI) provides a limited warranty for ninety days covering all defects caused by faulty workmanship and/or materials supplied by DI. The warranty period begins on the date, which Substantial Completion is attained, or on the date of the client's first use of the system, whichever is earlier. Under the warranty, such equipment, which becomes defective will be repaired or replaced by DI. This will be done either at the client's location or at DI's facility, with such selection to be made by DI. The warranty does not extend to damage resulting from misuse, neglect, abuse, or improper operation. This warranty is given in lieu of any and all DI warranties, either expressed or implied.

Beginning day 91 through day 365 DI will support manufactures' warranties. If repairs are required, defective units will be repaired or replaced by DI in accordance with the manufactures' warranties; either at the client's location or at DI's facility, with such selection to be made by DI. If DI is requested and/or required to visit the client's location DI will charge for travel and on-site labor. If the unit must be sent to the manufacturer, DI will charge the customer for shipping and handling.

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ACCEPTANCE

It is our understanding, if this proposal is acceptable to you the client, you will prepare and forward to us for our review, approval and execution, Client's standard form or Purchase Order of agreement (the "Agreement") with respect to the Services to be executed by both of us. The form (agreement) shall incorporate the material terms of this proposal and have this proposal attached as "Exhibit A". This shall control in the event of any conflict between the terms of the Agreement and the terms of this proposal. DI further expressly acknowledges and agrees unless and until both parties sign this proposal, neither party shall have any rights or obligations with respect to this proposal, the Services, and/or the Project. This proposal, and the terms set forth herein, shall remain effective until **September 6, 2022** or your receipt of written notice from Design & Integration that this proposal is withdrawn.

AUTHORIZING SIGNATURE

DATE

PO#

JAKE RIVERA, PRESIDENT

DATE

Attached as Exhibit A are Worcester County's Standard Terms. If the agreement conflicts with the Standard Terms, the Standard Terms will prevail.

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Design & Integration, Inc.

EXHIBIT A

Worcester County Maryland
Standard Terms

The provisions below are applicable to all Worcester County ("County") contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions ("Contract"). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment**. Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy**. If a bankruptcy proceeding by or against the Contractor is filed, then:
    a. The Contractor must notify the County immediately; and
    b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition**. The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature**. The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Force Majeure**. The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
7. **Governing Law**. The Contract is governed by the laws of Maryland and the County.
8. **Indemnification**. The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney's fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.
9. **Independent Contractor**.
    a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the

quality of the work, the County will not control the means or manner of the Contractor's performance.

b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.

c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

10. **Insurance Requirements**.

a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate, and $500,000 for property damage.

b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".

c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.

d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.

e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

11. **Nondiscrimination**. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

12. **Ownership of Documents; Intellectual Property**.

a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

13. **Payments**. Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.

14. **Records**. Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

15. **Remedies**.

    a. **Corrections of errors and omissions**. Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.

    b. **Set-off**. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.

    c. **Cumulative**. These remedies are cumulative and without waiver of any others.

16. **Responsibility of Contractor**.

    a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.

    b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.

    c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

17. **Severability/Waiver**. If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
18. **Subcontracting or Assignment**. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.
19. **Termination**. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
20. **Termination of Contract for Convenience**. Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
21. **Termination of Multi-year Contract**. If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
22. **Third Party Beneficiaries**. The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
23. **Use of County Facilities**. Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
24. **Whole Contract**. The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

COMPANY PROFILE

DESIGN & INTEGRATION

Established in: 1996
President: Jake Rivera
Address: 1001 Rectory Lane, Baltimore, MD 21211
Telephone: 410-467-2815 | Fax: 410-467-2830
Email: jrivera@designandintegration.com
Website: www.designandintegration.com
DUNS Number: 967114869
MDOT Number: 01-162
SBE Certification Number: SB11-3479
MBE Certification Number: 02-004206

COMPANY PROFILE / OVERVIEW

Founded in 1996, **Design & Integration, Inc. [DI]** has grown every year, utilizing years of experience within the commercial audiovisual, communications and IT integration industries. Hard work and passionate, values-based leadership has provided DI's founder, Jake Rivera, the opportunity to maintain and grow DI's reputation as a highly sought-after commercial partner whose high-quality work is governed entirely by the promise of 100% client satisfaction.

DI provides award-winning communication solutions that are intrinsically intuitive, technologically sound and custom tailored to each client's needs and budget. Our dedicated team of Professionals, AV System Designers, Communication Engineers and Field Technicians consult, design, integrate, program, service and maintain highly complex audio, video, data and communication technology—all built to empower our client's partnership, collaboration and growth.

Our industry certified integration capabilities, acoustic testing and design staff, job site construction project managers and in-house, fully-accredited Engineering division all work together on communication and data projects of any scale across the globe—from large outdoor stadiums and arenas to entire university campuses and high-security government facilities.

SPECIALTIES

Custom AV/IT & Data Integration Solutions

Audiovisual Engineering, Design and Consulting Services

Local, Worldwide and Multi-Site Video Telecommunications

Structured Low Voltage Wiring & Data Cable Installation

Smart Building Integration and Custom Touch Panel Programming

Digital Signage and Video Messaging Programming & Installation

24 Hour On-Call & On-Site System Support, Service and Maintenance

Acoustical Design & Consulting

COMPANY PROFILE / SERVICE DEPARTMENT

DI wants you to utilize your technology investment at its best for a very long time. For a fraction of your initial investment, our service team can provide you with on-site system maintenance and support customized to your specific needs.

Our skilled labor and technical staff will schedule cleaning and maintenance visits, which will help extend the life of your system and identify problems before they occur at inopportune times. You will also have access to additional training and consultation.

SUPPORT SERVICES

- Preventative Maintenance
- Service Agreements
- On-Call Service
- Emergency Service
- Staffing

A FEW OF DESIGN & INTEGRATION'S ACTIVE SERVICE CONTRACTS

CORPORATE OFFICE PROPERTY
JOINT WARFARE ANALYSIS CENTER
MORGAN STATE UNIVERSITY
UNITED STATES SECRET SERVICE
VECTORWORKS

COMPANY PROFILE / INDUSTRY CERTIFICATIONS

CTS infoComm GENERAL

CTS-D infoComm DESIGN

CTS-I infoComm INSTALLATION

AMX

ACE Programmer

biamp.

Tesira Forte

Extron CERTIFIED

AV Associate
Control Associate

CRESTRON

Programmer
DMC-D, E&D-4K
CTI-p101

ClearOne

ProAudio

QSC

Level 1 & 2

COMPANY PROFILE / EXPERIENCE

CONVENTION CENTERS

Ocean City Convention Center
Richmond Convention Center
Tremont Conference Center
Washington D.C. Convention Center

CORPORATIONS

Association of Fundraising Professionals
Austin Financial Center
Avon
Barton Malow Company
Delta Resources
Edenwald
Graybow-United Health Group
Hoover Institution
Incyte Corporation
International Monetary Fund
Johns Hopkins Hospital
Merck Pharmaceuticals
Mercy Hospital
NASULGC
National Concrete Association
Peterson Companies
PNC Bank
Salas O'Brien
SWIFT
Sonoma's Bar and Grill
Southern Management
The Altria Group
Vectorworks
Whiting-Turner

EDUCATION

American University
Calvert School
Carnegie Institution
Carroll Community College
Cecil College
Chesapeake Community College
Coppin State University
Friends School
George Washington University
Howard County Community College
Howard County Public Schools
Johns Hopkins University
Louisa County High School
Maryland Institute College of Art
Maryvale Preparatory School
Morgan State University
Notre Dame of Maryland University
Salisbury State University
St. Mary's College of Maryland
St. Paul's School
Southern High School
The Heights School
Towson University
USDA Graduate School
University of Maryland
University of Maryland Baltimore County
University Physicians
University of Virginia
Wor-Wic Community College
WVHTC Foundation

ENTERTAINMENT

American Visionary Art Museum
Atlas Performing Arts Center
Carroll County Theatre
Cylburn Arboretum
Enoch Pratt Library
Ford's Theatre
Majestic Theatre
Reginald F. Lewis Museum
Strathmore Concert Hall
Town of Ocean City Performing Arts Center
Weinberg Center

GOVERNMENT

Andrews Air Force Base
Architect of the Capitol
CASA
Centers for Medicare & Medicaid Services
Department of Justice DEA
Frederick County Government
Joint Warfare Analysis Center
Montgomery County Government
National Association of State Arts Agencies
National Institutes of Health
National Maritime Intelligence Center
National Park Service
National Science Foundation
Patuxent Naval Air Station
U.S. Army at Fort Belvoir
U.S. Army at Fort Detrick
U.S. Attorney's Office
U.S. Census Bureau
U.S. Department of Commerce
U.S. Department of Labor
U.S. Department of Veteran Affairs
U.S. District Court for the District of Maryland
U.S. Marine Corps
U.S. Naval Academy
U.S. Secret Service

HOTELS

Eaton Hotel DC
Interstate / Meristar Hotels and Resorts
Mandarin Oriental Hotel, Washington D.C.
Marriott Hotels
St. Regis Hotel
The Hotel at University of Maryland
Tremont Plaza Hotel

WORSHIP

Ark and Dove Presbyterian
Church of Nativity
Foundry United Methodist Church
Glen Mar United Methodist Church
Greater Mount Calvary Holy Church
Hereford United Methodist Church
Korean Central Presbyterian Church
Miracle Temple: SDA Church
Neabsco Baptist Church
St. Anne's Episcopal Church
St. Mary's Spiritual Center
St. Philips and James Catholic Church
St. John Vianney Catholic Church
Sixth and I Synagogue
Vienna Presbyterian Church
St. Joan of Arc Church
St. Elizabeth's of Hungary

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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRIS CLASING, P.E.
DEPUTY DIRECTOR

TEL: 410-632-5623
FAX: 410-632-1753

DIVISIONS

MAINTENANCE
TEL: 410-632-3766
FAX: 410-632-1753

ROADS
TEL: 410-632-2244
FAX: 410-632-0020

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

FLEET MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

WATER AND WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

MEMORANDUM

TO: **Weston Young P.E., Chief Administrative Officer**
Joseph Parker, Deputy Chief Administrative Officer
FROM: **Dallas Baker Jr., P.E., Director** Dallas Baker
DATE: **June 13, 2022**
SUBJECT: **Cellular Antenna Lease Approval Process**
DPW Water Towers

Public Works is requesting Commissioner approval to follow the attached Approval Process for future requests to place cellular antenna equipment on Public Works' maintained water towers. Additionally, Public Works would like to recommend that the standard monthly lease payment to place equipment on County water towers be set at $4,000 per month.

Public Works has been approached on multiple occasions within the last few months with inquiries on leasing space on County maintained water towers for cellular antenna equipment. In the past, these requests have been handled on a case by case basis with lease agreements submitted by the cell provider or their representative. Due to the influx of requests, Public Works proposes to standardize the approval process into a simple, take it or leave it approach. Essentially, cellular providers would have to agree to Worcester County's lease agreement and monthly payment in order to place equipment on County water towers.

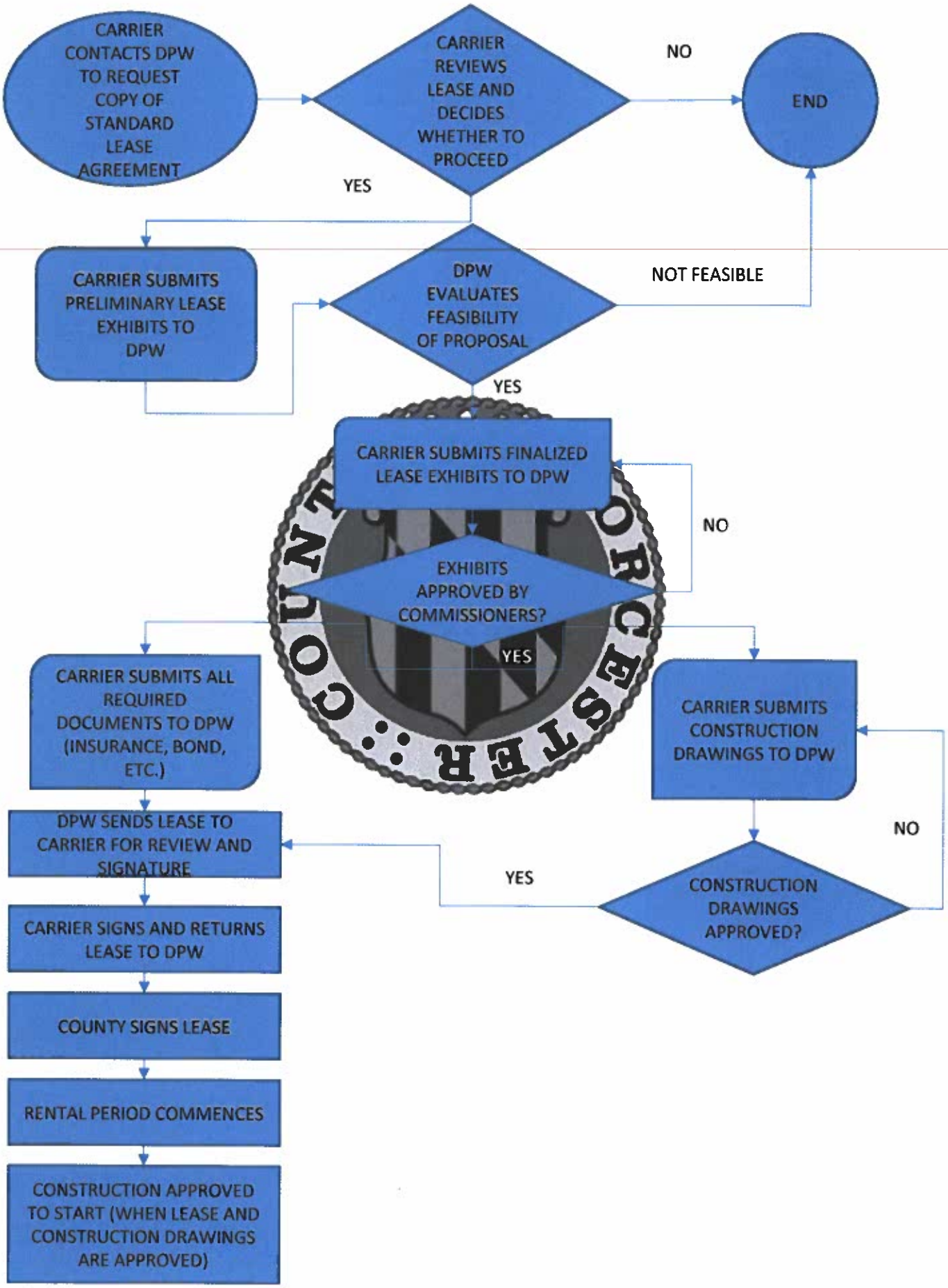
The proposed approval process has been modeled after the Town of Ocean City's Cellular Site Approval Process which has proven to be successful since its implementation. The Town charges cellular providers an average of $4,000 per month per tower on which the provider places equipment. Worcester County DPW recommends following this approach and required lease payment moving forward. The $4,000 per month, or $48,000 annually, would be deposited directly into the reserve fund of the Water & Sewer Service Area where the subject tower is located.

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

Attachment

cc: Christopher Clasing, P.E., Deputy Director

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS CELLULAR SITE APPROVAL PROCESS



Worcester County
DEPARTMENT OF PUBLIC WORKS
6113 TIMMONS ROAD
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ROADS
TEL: 410-632-2244
FAX: 410-632-0020

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

FLEET MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

WATER AND WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

MEMORANDUM

TO: **Weston Young P.E., Chief Administrative Officer**
Joseph Parker, Deputy Chief Administrative Officer
FROM: **Dallas Baker Jr., P.E., Director**
DATE: **June 14, 2022**
SUBJECT: **Newark Wastewater Treatment Plant Settlement Payment to MDE**

Public Works is requesting Commissioner approval to pay the Maryland Department of the Environment (MDE) a total of $11,485.00 in order to settle the full stipulated penalty amount of $8,650 plus a settlement for the spray irrigation discharges of $2,835. Fines will be assessed to the Newark Water and Sewer Service Area to GL Account #550.6500.030.

On September 14, 2021, the Department of Public Works (DPW) received the attached letter from MDE regarding financial penalties totaling $18,858 related to plant upgrade violations and unauthorized effluent discharges during February/March 2021. Public Works promptly responded on October 5, 2021 with a request to waive those fees on the grounds that DPW had worked in good faith with MDE during the upgrade despite extreme weather which hampered construction efforts.

On May 13th, 2022, DPW received the attached letter from MDE which stated that penalties could not be waived but a counteroffer would be considered by the Department. DPW quickly responded that day with a counteroffer for a lower fine amount. Ultimately MDE has agreed to a reduced fine resulting in a lump sum payment of $11,485.

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

Attachments

cc: Chris Clasing, P.E. Deputy Director
Gary Serman, W/WW Facilities Supervisor
Barbara Hitch, Enterprise Fund Controller

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

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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FLEET MANAGEMENT
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WATER AND WASTEWATER
TEL: 410-641 5251
FAX: 410-641-5185

10/5/2021

Mr. D. Lee Currey
Director, Water and Science Administration
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, MD 21230

RE: Newark Wastewater Treatment Plant, AI#23652 & 159903, CO-15-2250
Termination of Surface Water Discharge Permit 11-DP-0141,
CO-15-2250 Stipulated Penalty Assessment, and Compliance/Enforcement
Assessment, Offer to Settle Violations of Groundwater Discharge Permit 18-DP-3851

Dear Director Currey,

I write in response to your letter dated September 14, 2021 regarding the Newark Wastewater Treatment Plant (Plant). Worcester County seeks a waiver of penalties associated with the Plant upgrade and February/March 2021 discharge. Worcester County has worked with MDE in good faith to resolve problems at the Plant but has been hampered by extreme rain during construction of improvements.

Earlier Letter on the Termination of Surface Water Discharge Permit

Regarding the termination of the surface water discharge permit, per MDE's 9/14/21 correspondence, Worcester County Public Works (WCPW) was instructed to submit a letter to MDE requesting the permit termination. In addition, MDE advised WCPW to continue to submit Discharge Monitoring Reports (DMR's) with the designation "no discharge" until we've received acknowledgement of the permit termination from MDE.

Please be aware, the requested letter (attached) was submitted to the Chief of the Municipal Surface Discharge Division, Yen-Der Cheng, on August 4, 2021. In addition, in August 2021, NetDMR removed the option to submit DMR's for Permit 11-DP-0141/NPDES Permit MD0020630. WCPW took that as the acknowledgement that the August 4, 2021 request to terminate letter was received and processed by MDE.

Stipulated Penalties Are Inappropriate

Regarding the stipulated penalties pursuant to the Consent Order, over the last several years, WCPW has been diligently working to comply with the Consent Order by securing funding for upgrades, designing the improvements, and constructing the necessary modifications to ensure the permit levels are met. Worcester County has worked in good faith with MDE to improve this plant. Applying five years' worth of penalties in one lump sum does not appear to honor the good faith effort that both our organizations have been working under. The Newark sewer district is small and without the financial resources of the larger districts in the north end of the County. We respectfully request the same amount of time, five years, to pay the penalties as was used to accumulate them.

Unusually Extreme Rain Volume During Construction

Regarding the groundwater discharge permit, the discharge occurred while the plant was under construction and rainfall totals were, in some cases, double the local average. The following table shows the average rainfall for Worcester County compared to those recorded at the treatment plant in Ocean Pines during the months leading up to the discharge.

	Nov. 2020	Dec. 2020	Jan. 2021	Feb. 2021	total	
AVERAGE*	3.3	3.5	3.5	3.5	13.80	inches
RECORDED	8.0	9.75	4.7	9.0	31.45	inches

Although not included above, from October 25 to 31 (7-days) an additional 4.75 inches fell

*source: https://mde.maryland.gov/programs/water/waterconservation/pages/normalprecip_new.aspx

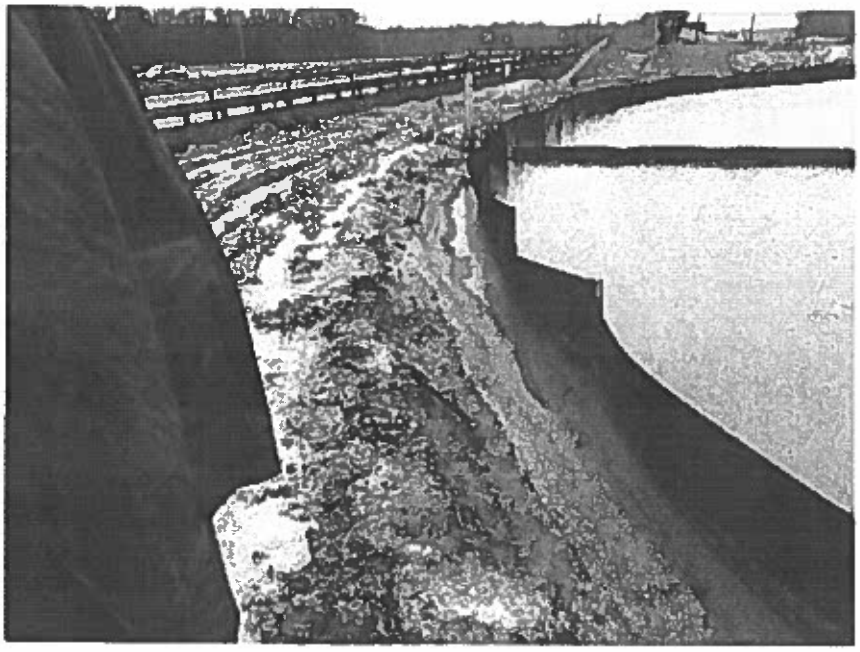
The volume of rain received had a tremendous impact to the volume of water in the pond. The pond was designed to hold 60 days of winter flow—no regulations or design standards anticipate that large of an increase in rainfall over such an extended period of time. The spray irrigation that took place was done to prevent the berms, which were still under construction, from over-topping and spilling waste water onto the adjacent business, stream, and US 113. The plant's surface water discharge permit was still active at the time and the stream piping was still in place. Technically, the discharge could have been directed to the stream. It was WCPW staff's reasoning that allowing the stream discharge would cause more harm to the environment than spraying it onto the designated field, allowing for infiltration.

Pump and Haul of Waste Water Not Feasible

MDE's conclusion that the wastewater in the lagoons could have been "pumped and hauled" was not feasible. As indicated in your letter, just over 4 million gallons was sprayed. Typical tanker trucks hold approximately 6,000 gallons per truck, which means it would take 667 truckloads to transport what was sprayed. Furthermore, loading the truck, driving to the next closest site that does not rely on spray irrigation (West Ocean City), emptying the truck, then returning would take anywhere from 3-4 hours per truck. Assuming the low end of 3 hours, it would take 2,000 hours, almost 12 weeks running 24/7 to displace the volume that was sprayed. Even if additional trucks were added, we would have been limited by the number of trucks that can be loaded and emptied at each location.

Also, as can be seen in the following pictures, the road around the lagoons was not in any condition to support heavy truck traffic and tankers could not be loaded from US 113 due to safety concerns. WCPW took the only action possible to prevent a catastrophic failure due to an extreme weather event, while still factoring in the safest environmental option, stream discharge or spray irrigation.

Finally, it is important to recognize that WCPW alerted MDE to this issue as it was developing and as MDE acknowledges in its letter that the water discharged through the spray irrigation site did not violate the effluent limits.



Nutrient Management Plan

Regarding the Nutrient Management Plan, we are working on completing the plan and expect to have it to you by the end of October 2021. Delays in getting information from the farmer responsible for planting the vegetation as well as delays due to Covid, have prevented the plan from being submitted.

Payment Plan and Waiver of Penalties is Appropriate

Based on the conditions outlined above, including extreme weather, Worcester County is requesting five years to pay back the penalties associated with the Consent Order and waiving of the penalties associated with the February/March 2021 discharge.

I am free to discuss these items at your earliest convenience.

Thank you,

Dallas Baker Jr., P.E.
Director

Attachments

cc: Matthew Standeven, Office of Attorney General
Sharon Talley, Acting Program Manager, Compliance Program
Weston Young, Chief Administrative Office
Roscoe Leslie, County Attorney
John Ross, Deputy Director

RECEIVED 9/23/2021

Maryland Department of the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

SEP 14 2021

CERTIFIED MAIL
John Tustin, P.E., Director
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, MD 21863

RE: Newark Wastewater Treatment Plant, AI# 23652 & 159903, CO-15-2250
Termination of Surface Water Discharge Permit 11-DP-0141,
CO-15-2250 Stipulated Penalty Assessment, and
Compliance/ Enforcement Assessment, Offer to Settle
Violations of Groundwater Discharge Permit 18-DP-3851
[Response requested within 14 days]

Dear Mr. Tustin:

The Maryland Department of the Environment Water and Science Administration, Compliance Program ("Department") is sending this letter for the purposes of addressing several compliance and permitting issues with Worcester County ("County") relating to the Newark Wastewater Treatment Plant ("Facility"). Specifically, these issues include: (1) terminating State Discharge Permit 11-DP-0141/National Pollutant Discharge Elimination System ("NPDES") Permit MD0020630 ("Surface Water Discharge Permit") for the Facility; (2) resolving the County's stipulated penalty liability for effluent limitation violations of the Surface Water Discharge Permit accrued during the pendency of Consent Order CO-15-2250 ("Consent Order"); and (3) offering to settle the County's civil penalty liability associated with recent violations of State Discharge Permit 18-DP-3851("Groundwater Discharge Permit").

Termination of Surface Water Discharge Permit

The Department acknowledges that Outfall 001 has been sealed and no further discharges have occurred since January 2021. As you are aware, effective February 1, 2021, the County should be in compliance with the requirements established in the Groundwater Discharge Permit, which authorizes the discharge of treated wastewater via spray irrigation to groundwaters of the State. As such, the interim performance standards which were established by the Consent Order expired on January 31, 2021.

Also, as a result of the closure of Outfall 001 in January 2021, the County is advised to submit a letter to the Department to request termination of the Surface Water Discharge Permit, with photos as supporting documentation. You may submit the request toYen-Der Cheng, Chief, Municipal Permits by email at yen-der.cheng@maryland.gov. The County is also advised to continue to submit DMRs that indicate "no discharge" until the Department is in receipt and acknowledges the request for termination of the Permit.

Mr. John Tustin, AI #23652

Assessment of Stipulated Penalties pursuant to the Consent Order

The Department has conducted a comprehensive review of the County's Discharge Monitoring Reports (DMRs) that were submitted for the Facility during the pendency of the Consent Order. The County's DMRs indicate a total of fifty-eight (58) violations of the permitted daily, weekly, and monthly effluent limits established in the Surface Water Discharge Permit for E.coli, Dissolved Oxygen ("DO"), Ammonia as Nitrogen (N), Total Residual Chlorine ("TRC"), and pH. A summary of these violations is attached hereto.

Under the provisions of the Consent Order, theCounty is liable for stipulated penalties of $250, $125, and $50 for each monthly, weekly, and daily violation, respectively, of the Facility's permitted effluent limitations. The Department has calculated that the County's total stipulated penalty liability for its effluent limitation violations at the Facility amounts to a penalty of **$8,650**. If the County believes that any of the violations can be attributed to force majeure conditions, as specified in the Consent Order, you must provide a detailed explanation for any such claim to receive consideration for waiver of the stipulated penalty for any effluent exceedance that occurred.

The Department acknowledges that the upgrades at the Facility were substantially completed in January 2021, as noted in the non-compliance report submitted with the January 2021 DMR. As such, once payment for the aforementioned stipulated penalty is received, the Department will terminate the Consent Order.

Violations of the Groundwater Discharge Permit

The Department is concerned about the unpermitted spray irrigation activities which occurred at the Facility in violation of the Groundwater Discharge Permit during the period of February 15, 2021 through March 30, 2021. In an email dated February 16, 2021, Dominic Ross, Wastewater Supervisor, advised the Department of the Facility's spray irrigation activities that began on February 15, 2021. According to Mr. Ross, during the week of February 8th to 12th, the County became concerned about the water level in the lagoon at the Facility. Mr. Ross indicated that heavy rains had raised the pond level and as the embankment was constructed over this past winter, there was no vegetation to help prevent erosion and the County needed to prevent embankment failure. On Monday, February 15th, the operators met at the site, connected a temporary chemical feed line to chlorinate the discharge, prepared the pumps, and started to spray wastewater from the lagoon to groundwaters of the State. From the period of February 15th through March 30th, it was estimated that four (4) million gallons of wastewater was sprayed from the Facility in violation of the Special Conditions A. 1, C. 2, and 3 of the Groundwater Discharge Permit. As stated when the Department was initially notified by the County of the violations at the Facility, it was recommended that if the lagoon is about to be breached, the County will need to pump and haul to keep the freeboard in the lagoon from overflowing and to not violate their permit terms.

During an inspection of the Facility on February 23, 2021, the Department observed that the stone access roadway was partially covered in muddy water. The Department further observed

that areas of the spray irrigation field which were north/northeast of the areas under irrigation had standing water at a depth of up to 5 inches. The spray design was designed by Reinke and changed to a pivot system but the discharge permit shows the configuration of original spray irrigation design. There was significant ponding in the first 2 rows of the irrigation system closest to the pivot, and heavy ponding areas in pivots 3-6. After the irrigation system was operational, it was observed that the irrigation wheels were getting bogged down in the mud. Mr. Serman reported that the filling of the wheel ruts started last week. The wheel ruts were being covered with earth cloth and filled with stone to allow for the irrigation system to operate. Much of the formerly vegetated soils observed in the last inspection by the Department in October 2020 have been churned up by construction equipment in the very wet soils and ponded water was observed in the churned soils. Mr. Serman and Mr. Ross were advised numerous times that every day that the Facility was discharging, the County was in violation of the Groundwater Discharge Permit and subject to civil penalties. Mr. Serman and Mr. Ross were advised that the facility had other options, including pumping and hauling.

A follow-up inspection was conducted by the Department on March 24, 2021. Mr. Serman stated that Mr. Ross had authorized the construction firm to finish filling in the wheel trenches with stone at the spray irrigation site. The Department was advised that the county commissioners approved the agreement with the farmer to farm the irrigation field. It was drizzling when the department was onsite and the Facility was actively irrigating. The first three zones were turned off at the time of inspection, with some leaking heads in these zones. Zones 1 and 2 and part of Zone 3 are reserve areas, which Mr. Serman stated would only be used during July and August. The end of zone 4 had water ponded to a depth of three inches in one area. Zone 3 had a persistent ponded area which was not under irrigation. The County installed a temporary stop for the irrigation to prevent the system from irrigating in the area which contributed to the surface runoff observed in the prior inspection. The temporary stop effectively eliminates approximately 60% of the spray field (Zones 4-7) from use at the time of the inspection. The effluent flow meter showed 0.0 gpm, and the totalizer read 4.3724 MG.

Mr. Serman stated that he intended to continue to irrigate the field to provide enough freeboard so that when the farmer installs his crop, they would not need to irrigate until the crop germinates. Review of the February 2021 DMR shows compliance with the effluent limits of the permit. However, the Facility discharged 3.0566 MG over 12 days during the MDA winter prohibition on the application of nutrients. There was a 5 day letter available for the noncompliance. During the 12 days the Facility was irrigating, the Facility was spray irrigating at a rate of 0.255 MGD. In addition, the Facility does not have a crop installed, and does not have a nutrient management plan. TheCounty is advised that the Design Peak Flow for the originally proposed irrigation system was 0.119460 MGD.

The Groundwater Discharge Permit states in Special Condition I.C.3 that irrigation of treated wastewater shall not take place during periods of precipitation, high winds, freezing conditions, or saturated soil. The County shall provide a storage facility designed to hold treated wastewater during periods when irrigation cannot take place. The storage facility shall be capable of containing wastewater generated during no less than 60 days of the winter flow. The storage facility shall be sealed or constructed to prevent the direct seepage of stored waters into groundwaters beneath the site. The County shall ensure it has sufficient effluent storage capacity

Mr. John Tustin, AI #23652

to allow the discharge to be consistent with the Maryland Department of Agriculture regulations at COMAR 15.20.07.02, Supplement No. 7 (May 2012) which was amended on 12/13/2016 to prohibit Winter application from December 16th through February 28th of the following year.

The Department has received notice that hay has been planted in the field as a cover crop. Please be advised that the Department has not received the Nutrient Management Plan which was due within 6 months of the issuance of the Permit as per section I. Special Conditions, C. Land Application Requirements and Limitations, Section 9.

Please be advised that the Department is authorized, in accordance with the provision of Title 9-342 of the Environment Article, Annotated code of Maryland, to seek administrative penalties of up to $10,000 per day up to a maximum of $100,000 and civil penalties up to $10,000 per day for water pollution violations. After careful consideration of the facts regarding the aforementioned violations and the statutory factors that we must consider in assessing penalties, the Department has determined that the County could be liable for the maximum civil penalty under the law for each day a violation occurred at the Facility. However, prior to issuing a formal enforcement action, in an attempt to provide a timely and equitable resolution to this matter, the Department is offering the County the opportunity to settle the unauthorized discharge violation that occurred February 15, 2021 through March 30, 2021 with a payment of **$10,208**. This amount is intended for settlement purposes only.

Upon mutual acceptance of the total settlement offer totaling $18,858 to resolve the aforementioned stipulated penalty and unauthorized discharges, invoice payable to the Maryland Department of the Environment will be mailed to you under separate cover. Please respond within the next **fourteen (14) days** as to your concurrence with this settlement offer. If you fail to respond within the time allotted, the Department will issue an invoice for the full payment of $18,858. The Department will consider this matter closed upon receipt of the full payment amount. To acknowledge or affirm your acceptance of this settlement offer, please contact Ms. Sharon Talley, Acting Program Manager, Compliance Program at 410-537-3510 or by email at sharon.talley@maryland.gov.

Thank you for your prompt attention to this matter.

Sincerely,

Signature: Heather W. Barthel for
Heather W. Barthel for (Sep 3, 2021 17:24 EDT)

Email: mde.wsaepermits@maryland.gov
D. Lee Currey, Director
Water and Science Administration

DLC; jle

Enclosed

cc: John Ross, Deputy Director, Worcester County DPW
Matthew Standeven, Office of the Attorney General

Attachment I: Effluent Violations
Worcester County Department of Public Works - NEWARK WWTP - MD0020630
11/1/2014 - 6/29/2021

Monitoring Period End Date	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Percent Exceedance	Penalty Amount
11/30/2014	E. coli	MX MO GMN	MPN/100mL	126.	935.	642	$250
04/30/2015	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	6.6	6	$50
05/31/2015	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	6.5	7	$50
06/30/2015	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	4.	43	$50
07/31/2015	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	4.5	36	$50
07/31/2015	pH	MINIMUM	SU	6.5	6.4		$50
10/31/2015	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	2.	71	$50
10/31/2015	E. coli	MX MO GMN	MPN/100mL	126.	749.	494	$250
01/31/2016	E. coli	MX MO GMN	MPN/100mL	126.	440.5	250	$250
02/29/2016	E. coli	MX MO GMN	MPN/100mL	126.	198.5	58	$250
05/31/2016	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	6.7	4	$50
06/30/2016	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	6.5	7	$50
09/30/2016	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	5.09	27	$50
02/28/2017	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	3.3	7.84	138	$250
03/31/2017	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	3.3	6.96	111	$250
06/30/2017	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	6.5	7	$50
07/31/2017	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	6.04	14	$50
08/31/2017	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	4.73	32	$50
08/31/2017	E. coli	MX MO GMN	MPN/100mL	126.	175.7	39	$250
09/30/2017	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	6.23	11	$50
11/30/2017	pH	MINIMUM	SU	6.5	6.27		$50
11/30/2017	E. coli	MX MO GMN	MPN/100mL	126.	797.3	533	$250
12/31/2017	E. coli	MX MO GMN	MPN/100mL	126.	201.1	60	$250
03/31/2018	pH	MAXIMUM	SU	8.5	9.24		$50
03/31/2018	E. coli	MX MO GMN	MPN/100mL	126.	144.1	14	$250
06/30/2018	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	5.6	20	$50
06/30/2018	E. coli	MX MO GMN	MPN/100mL	126.	324.5	158	$250
07/31/2018	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	5.72	18	$50
07/31/2018	E. coli	MX MO GMN	MPN/100mL	126.	555.2	341	$250
09/30/2018	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	5.15	26	$50
12/31/2018	E. coli	MX MO GMN	MPN/100mL	126.	244.3	94	$250
01/31/2019	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	3.3	9.81	197	$250
05/31/2019	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	6.69	4	$50
08/31/2019	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	4.48	36	$50
01/31/2020	Nitrogen, ammonia total [as N]	MX MO AV	lb/d	1.9	6.69	252	$250
01/31/2020	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	3.3	14.08	327	$250
01/31/2020	E. coli	MX MO GMN	MPN/100mL	126.	180.6	43	$250

Attachment I: Effluent Violations
Worcester County Department of Public Works - NEWARK WWTP - MD0020630
11/1/2014 - 6/29/2021

Monitoring Period End Date	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Percent Exceedance	Penalty Amount
04/30/2020	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	6.8	3	$50
04/30/2020	Nitrogen, ammonia total [as N]	MX MO AV	lb/d	.8	2.89	261	$250
04/30/2020	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	1.4	12.83	816	$250
04/30/2020	E. coli	MX MO GM\	MPN/100mL	126.	156.38	24	$250
05/31/2020	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	6.	14	$50
05/31/2020	Nitrogen, ammonia total [as N]	MX MO AV	lb/d	.8	2.1	163	$250
05/31/2020	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	1.4	11.	686	$250
05/31/2020	E. coli	MX MO GM\	MPN/100mL	126.	172.2	37	$250
07/31/2020	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	5.7	19	$50
07/31/2020	E. coli	MX MO GM\	MPN/100mL	126.	488.2	287	$250
09/30/2020	Oxygen, dissolved [DO]	MINIMUM	mg/L	7.	5.88	16	$50
09/30/2020	E. coli	MX MO GM\	MPN/100mL	126.	485.8	286	$250
11/30/2020	Oxygen, dissolved [DO]	INST MIN	mg/L	5.	4.5	10	$50
11/30/2020	Chlorine, total residual	MAXIMUM	mg/L	.11	.6	445	$50
11/30/2020	E. coli	MX MO GM\	MPN/100mL	126.	365.174	190	$250
12/31/2020	pH	MINIMUM	SU	6.5	6.34		$50
12/31/2020	Chlorine, total residual	MAXIMUM	mg/L	.11	.2	82	$50
12/31/2020	E. coli	MX MO GM\	MPN/100mL	126.	426.3	238	$250
01/31/2021	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	3.3	7.56	129	$250
01/31/2021	E. coli	MX MO GM\	MPN/100mL	126.	1732.9	1275	$250
						Total	$8,650

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

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

TEL: 410-632-5623
FAX: 410-632-1753

DIVISIONS

MAINTENANCE
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FAX: 410-632-0020

SOLID WASTE
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FAX 410-632-3000

FLEET MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

WATER AND WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

August 4, 2021

Yen-Der Cheng
Chief, Municipal Surface Discharge Division
Wastewater Permit Program
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, Maryland 21230

Subject: Discharge Permit MD0020630
Newark Wastewater Treatment Plant

Dear Mr. Cheng:

This is to provide notification that the subject discharge has been abandoned and there is no longer a need for the discharge permit. The Newark Wastewater Treatment Plant is now discharging under Groundwater Discharge Permit 18-DP-2851.

For your information, I have attached photographs of the plant chlorine contact tank before and after it was sealed.

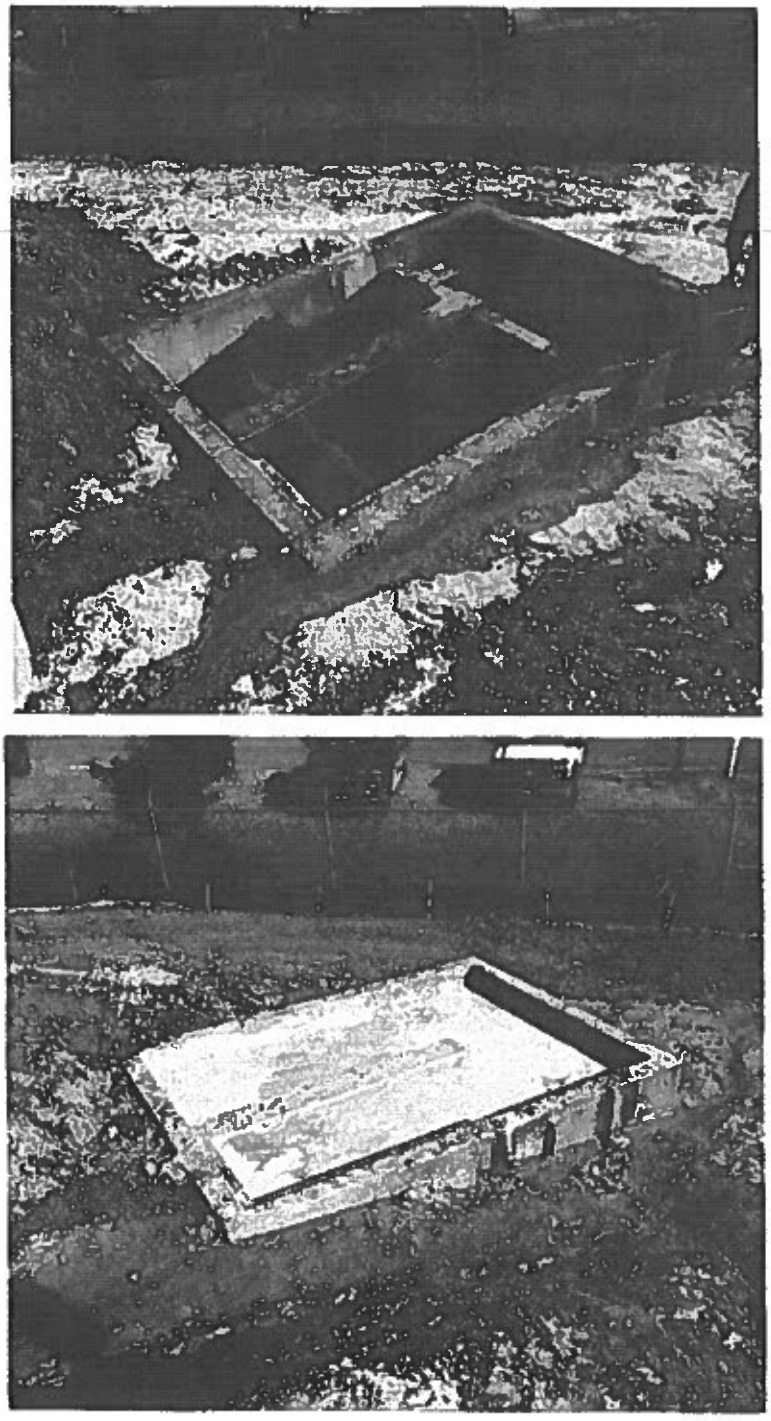
If you have any questions, please do not hesitate to call.

Sincerely:

John S. Ross, P.E.
Deputy Director of Public Works

Cc: Dallas Baker Jr., P.E. Director of Public Works

Attachment



Pictures of the Newark Chlorine Contact Tank before and after grouting

Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

MAY 1 3 2022

Certified Mail
Dallas Baker, Jr., P.E., Director
Worcester County Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

Re: Newark Wastewater Treatment Plant, AI# 23652, CO-15-2250
Response to the Termination of Consent Order, Stipulated Penalty Assessment, and Offer to Settle Letter
[Response requested within 14 days]

Dear Mr. Baker:

The Maryland Department of the Environment, Water and Science Administration, Compliance Program (Department) has reviewed the letter dated October 5, 2021 from the Worcester County Department of Public Works regarding the Newark Wastewater Treatment Plant (Facility), located at 8205 Worcester Highway, Newark, Maryland and permitted under State Discharge Permit 18-DP-3851 / NPDES permit MD3851X18 (Permit).

Attached is the official permit termination letter for Newark WWTP under State Discharge Permit 11-DP-0141 for your record. It was also emailed from the Department's Permitting Program on October 15, 2021. Please let the Department know if you have any questions.

Under the provisions of the Consent Order CO-15-2250, Worcester County is liable for a stipulated penalty of $8,650 associated with the summarized violations noted in the letter dated September 14, 2021 from the Department. **The Department has reviewed your request for a payment plan for the stipulated penalties and the Department is agreeable to an 18 month payment plan, with the first payment of $480.55 due within 30 days upon receipt of your concurrence, and subsequent payments due the first of each month for the next 17 months.** If Worcester County is agreeable, an invoice will be sent under separate cover with payment instructions for the payment plan.

Additionally, the Department has reviewed your request for a waiver of the penalties from the February 15, 2021 through March 30, 2021 discharge and the Department has determined that a penalty is still warranted in this case. **Please provide a counter offer for the original penalty amount issued of $10,208.**

Mr. John Tustin, AI #23652

To respond regarding the stipulated penalties and settlement offer, please contact Ms. Sharon Talley, Program Manager, Compliance Program at 410-537-3510 or by email at sharon.talley@maryland.gov. If you decline or fail to respond to this offer within fourteen (14) days of receipt of this letter, the Department shall consider this settlement offer withdrawn, and the matter will be referred to the Office of the Attorney General for appropriate enforcement action. The Department is hopeful that this matter can be resolved promptly.

In addition, please be advised that the Permit states in I. Special Conditions, C. Land Application Requirements, Section 3, irrigation of treated wastewater shall not take place during periods of precipitation, high winds, freezing conditions, or saturated soil. The permittee shall provide a storage facility designed to hold treated wastewater during periods when irrigation cannot take place. The storage facility shall be capable of containing wastewater generated during no less than 60 days of the winter flow. The storage facility shall be sealed or constructed to prevent the direct seepage of stored waters into groundwaters beneath the site. The permittee shall ensure it has sufficient effluent storage capacity to allow the discharge to be consistent with the Department of Agriculture regulations at COMAR 15.20.07.02, Supplement No. 7 (May 2012) which was amended on 12/13/2016 to prohibit Winter application from December 16th through February 28th of the following year.

Finally, the Department would like to acknowledge that we have received the Nutrient Management Plan on October 25, 2021 as per section I. Special Conditions, C. Land Application Requirements and Limitations, Section 9.

Thank you for your prompt attention to this matter.

Sincerely,

D. Lee Currey, Director
Water and Science Administration

DLC:jle

Enclosed

cc: John Ross, Deputy Director, Worcester County DPW
Matthew Standeven, Office of the Attorney General

MARYLAND'S Coast WORCESTER COUNTY

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

To: Weston Young, Chief Administrative Officer

From: James Hamilton, Deputy Director of Emergency Services

Re: Outdoor Warning Sirens

Date: 13 June 2022

The Department of Emergency Services seeks direction from the County Commissioners regarding the vision for the County's outdoor warning system. As you are aware, the sirens used throughout the county for the purposes of tornado warning as well as dispatching calls for fire services are significantly aging and several have failed. Traditionally the Department of Emergency Services has been responsible for the siren control system only however in January of 2021 the Commissioners directed the Department to assume maintenance responsibility for the entire system inclusive of the aging siren heads.

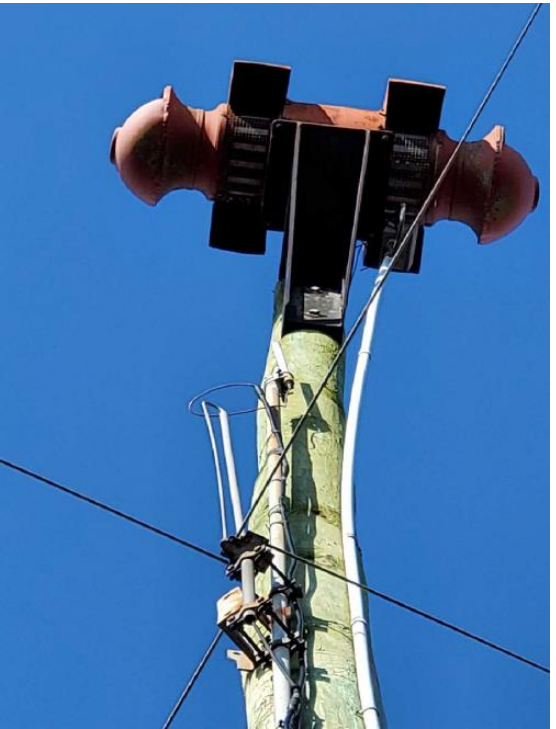
At this time there are a total of five sirens out of service within the system. All failures are related to the siren heads themselves and at least three of the siren locations will also require new support poles. Additionally, a complication has developed in maintenance of line voltage electrical systems as these sites as the majority are not located on county property and ownership of the equipment is at times in question causing the inability for a county electrician to assist with servicing equipment.

It is the recommendation of the Department that the County Commissioners consider identifying and assigning funding to perform new siren installations at a county property to be determined in Pocomoke and the Girdletree Park to restore some degree of coverage to those areas with an estimated cost of $25,000 each. From that point it is recommended that a vendor be engaged to design and install a new outdoor warning system for the county with an estimated cost of $500,000 to $750,000.

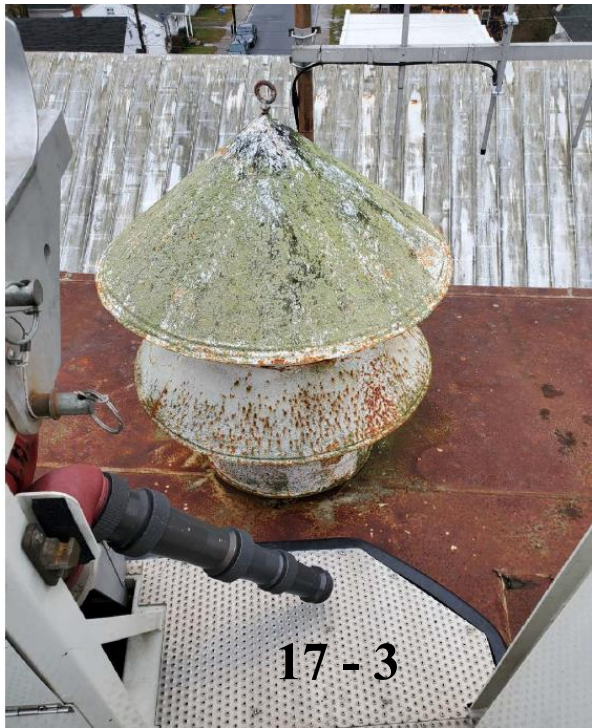
Attachment (2)

ID	LOCATION	DISTRICT	STATUS	SIREN	CONTROLLER	MOUNT	COMM	NOTES
10	Old FD - 5th Street	100	O/S	Model 5	FCTBD	ROOF	RF	Siren + Contactor Bad - Unsafe Structure
11	US.13 @ American Legion	100	O/S	3T22	None	POLE	N/A	No Connectivity - Structure Questionable
12	Clarke Ave@ Maple Street	100	O/S	STH-10	FCTBD	POLE	RF	Siren Bad - Unsafe Structure
20	Stockton FD	200	I/S	STH-10	FCTBD	Tower	RF	
30	Girdletree FD	300	O/S	STH-10	FCTBD	POLE	RF	Siren Bad
40	Snow Hill FD	400	I/S	Eclipse	FCTBD	POLE	RF	
41	Lumber Mill	400	I/S	3T22	FCTBD	POLE	RF	
42	Old FD - Greene Street	400	I/S	3T22	FCTBD	POLE	RF	Located very close to residential structure
43	High School	400	I/S	Eclipse	FCTBD	POLE	RF	
50	Newark FD	500	I/S	Model 5	FCTBD	Tower	RF	
60	Berlin FD	600	I/S	STH-10	FCTBD	POLE	RF	
61	Berlin Town Hall	600	UNK	UNK	TWN BER	POLE	N/A	Managed by FD / Town
62	Franklin Ave @ Bryan Ave	600	UNK	Model 5	TWN BER	POLE	RF	Managed by FD / Town
80	Showell FD	800	I/S	STH-10	FCTBD	Tower	RF	
90	Bishopville FD	900	I/S	STH-10	FCTBD	POLE	RF	
110	Sandyhook Rd	1100	O/S	3T22	FCTBD	Tank	RF	Siren Bad
111	Clubhouse Drive	1100	I/S	Model 2	FCTBD	POLE	RF	
112	South FD	1100	I/S	Eclipse	FCTBD	POLE	RF	

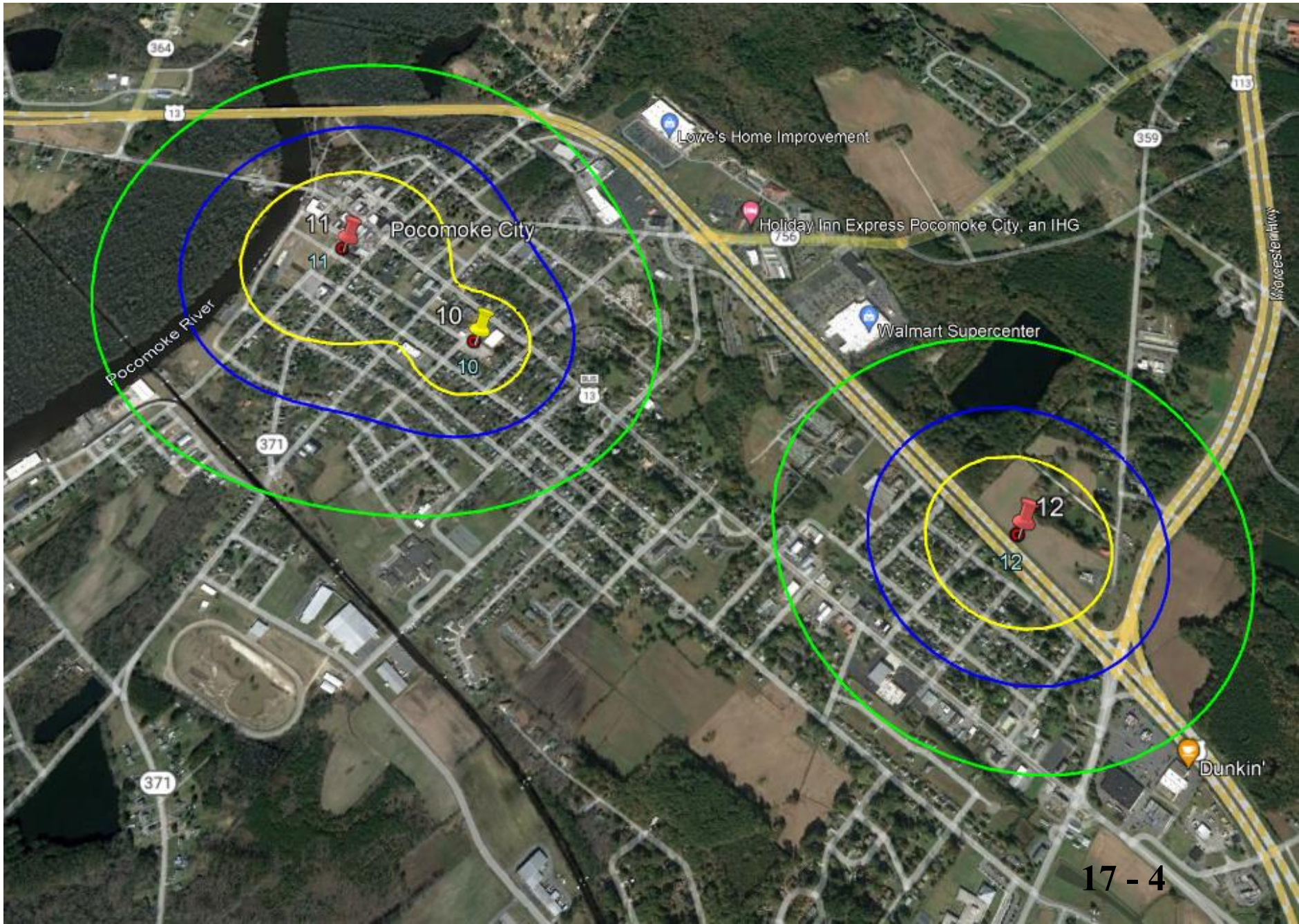
Siren System Coverage



By Fire District



Pocomoke


Lowe's Home Improvement
Holiday Inn Express Pocomoke City, an IHG
Walmart Supercenter
Pocomoke City
Pocomoke River
Dunkin'
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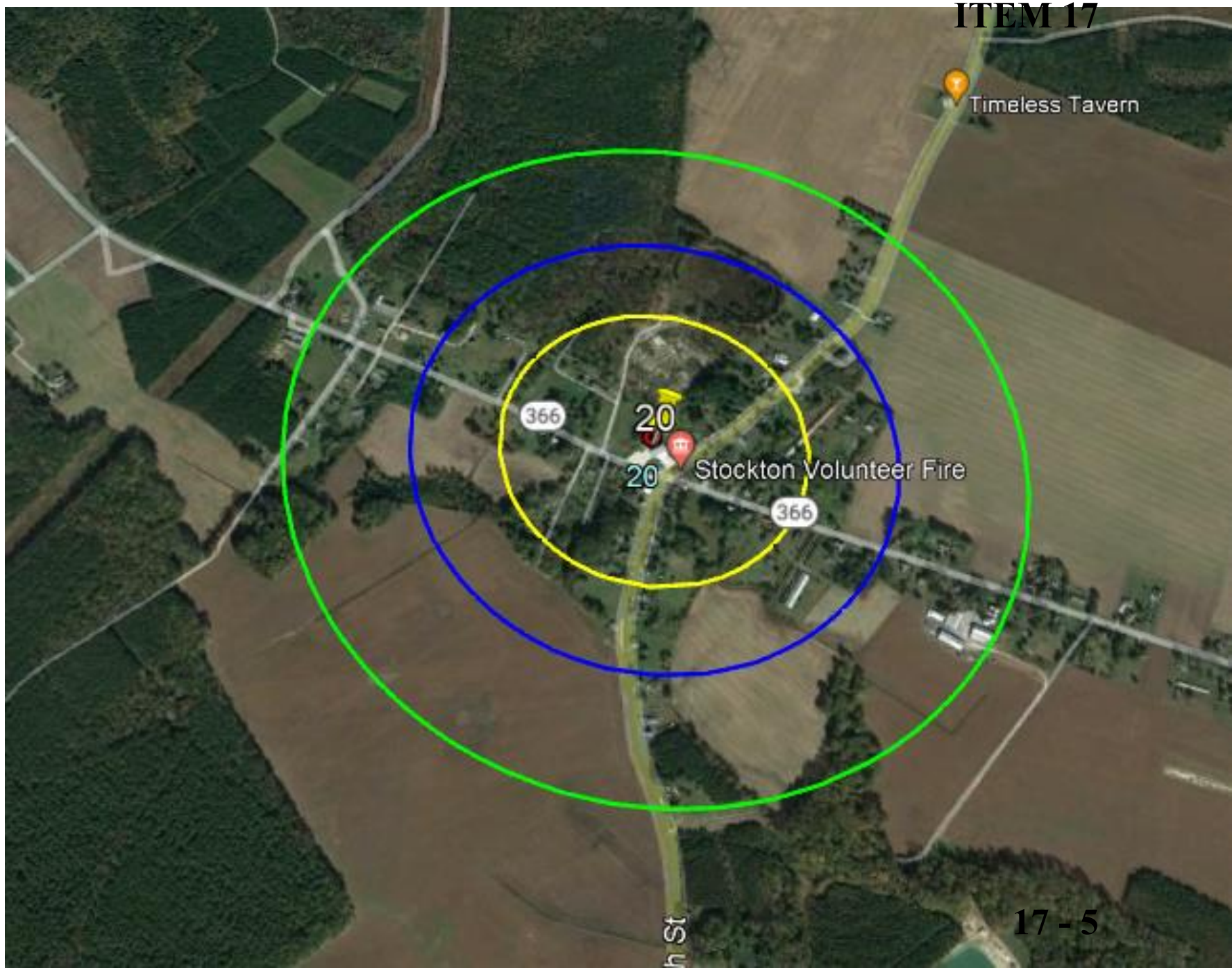
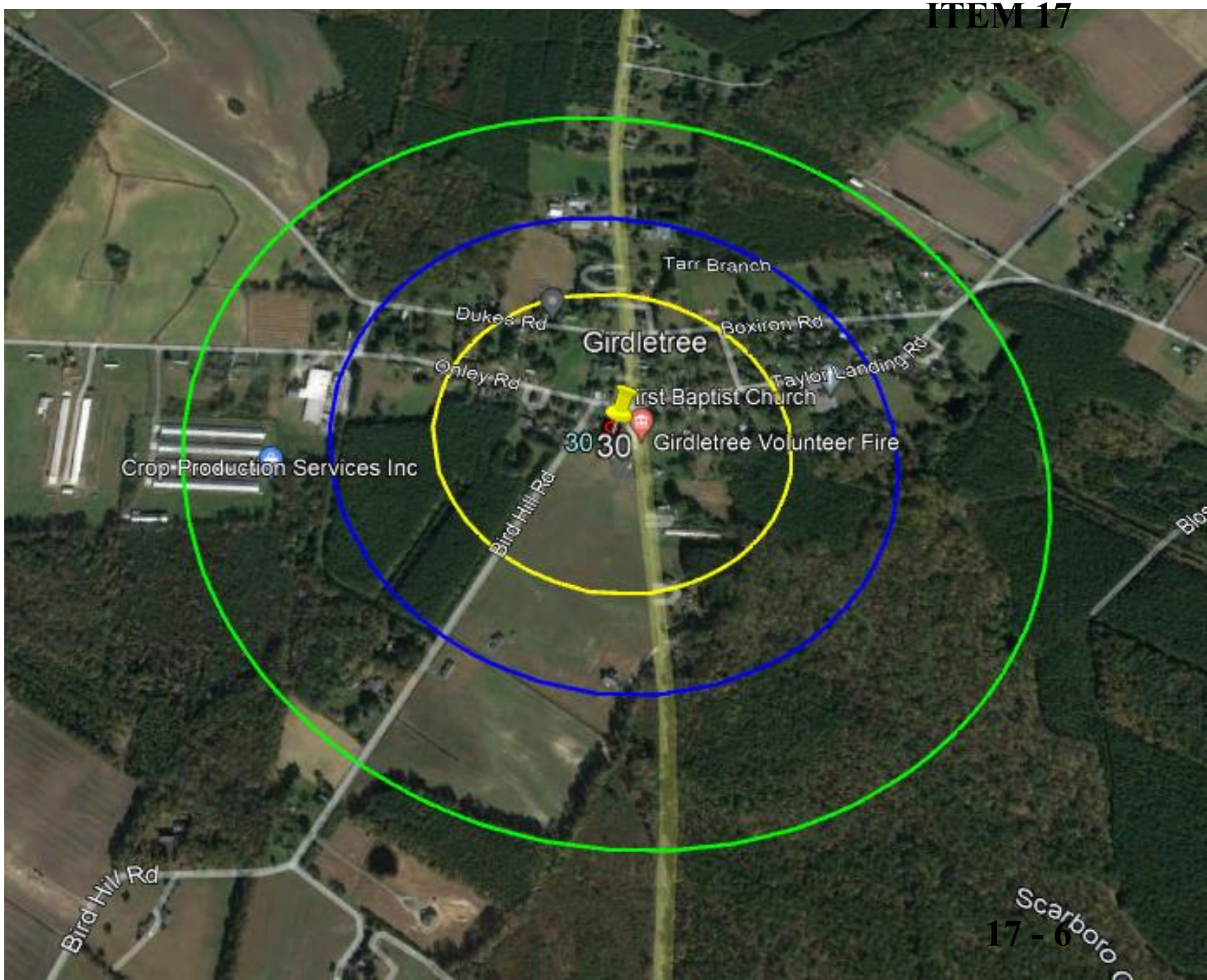
11
10
10
12
12
364
13
113
359
756
371
371
Worcester Hwy

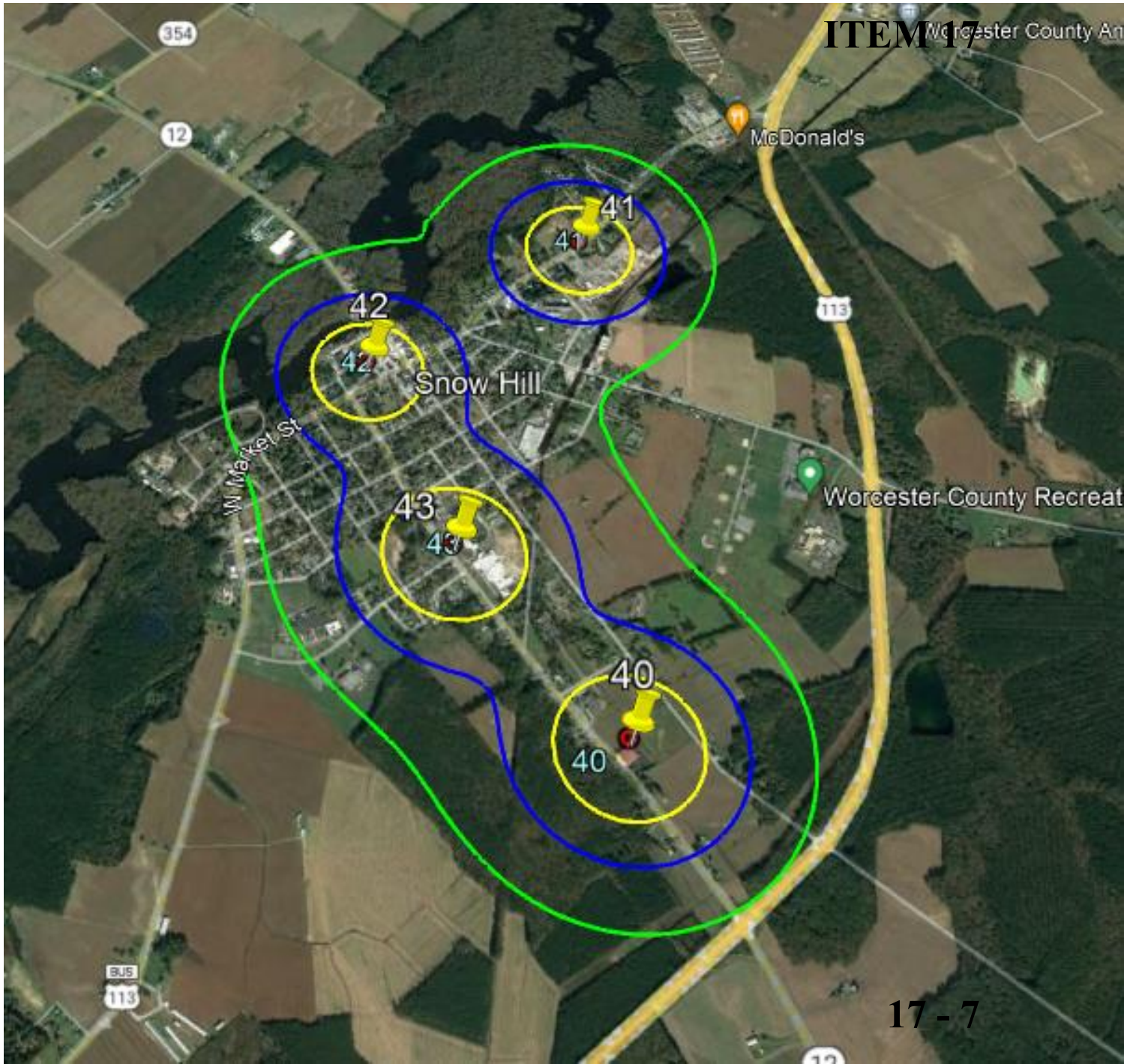
Stockton



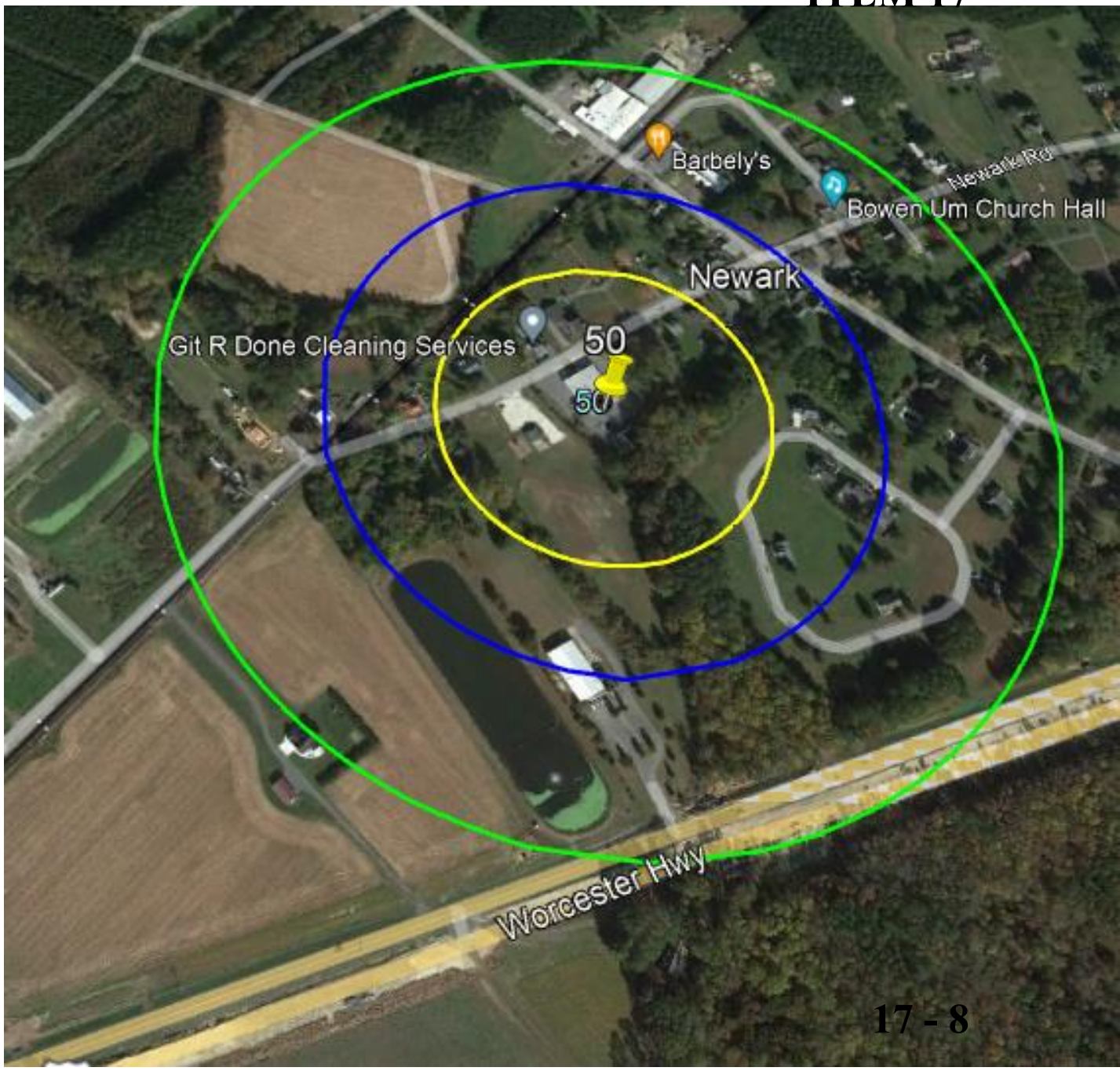
Girdletree


Tarr Branch
Dukes Rd
Girdletree
Boxiron Rd
Onley Rd
Taylor Landing Rd
irst Baptist Church
30 30
Girdletree Volunteer Fire
Crop Production Services Inc
Bird Hill Rd
Bird Hill Rd
Scarboro

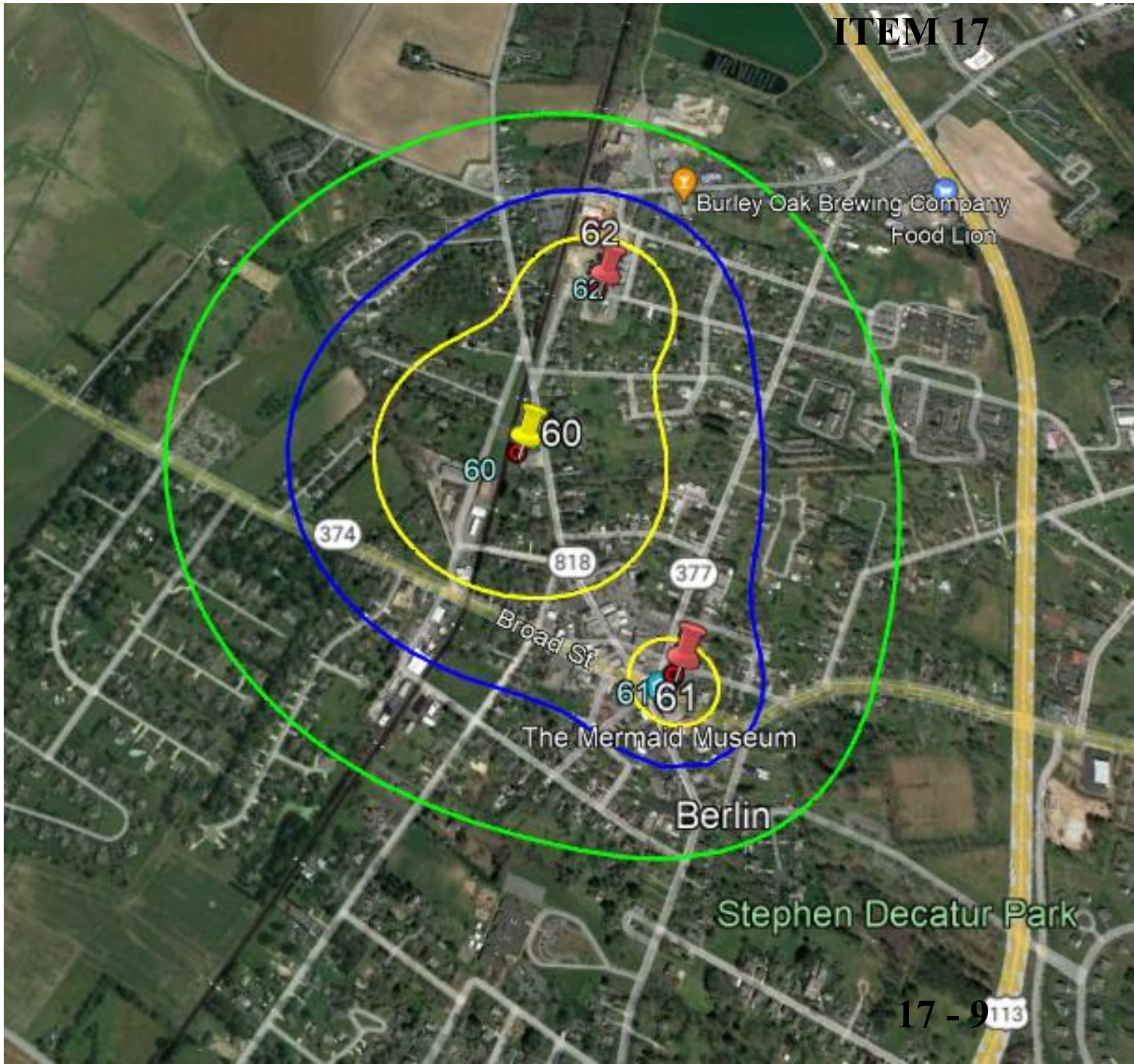
Snow Hill


354
12
McDonald's
41
41
42
42
Snow Hill
113
W Market St
43
43
Worcester County Recreat
40
40
BUS
113

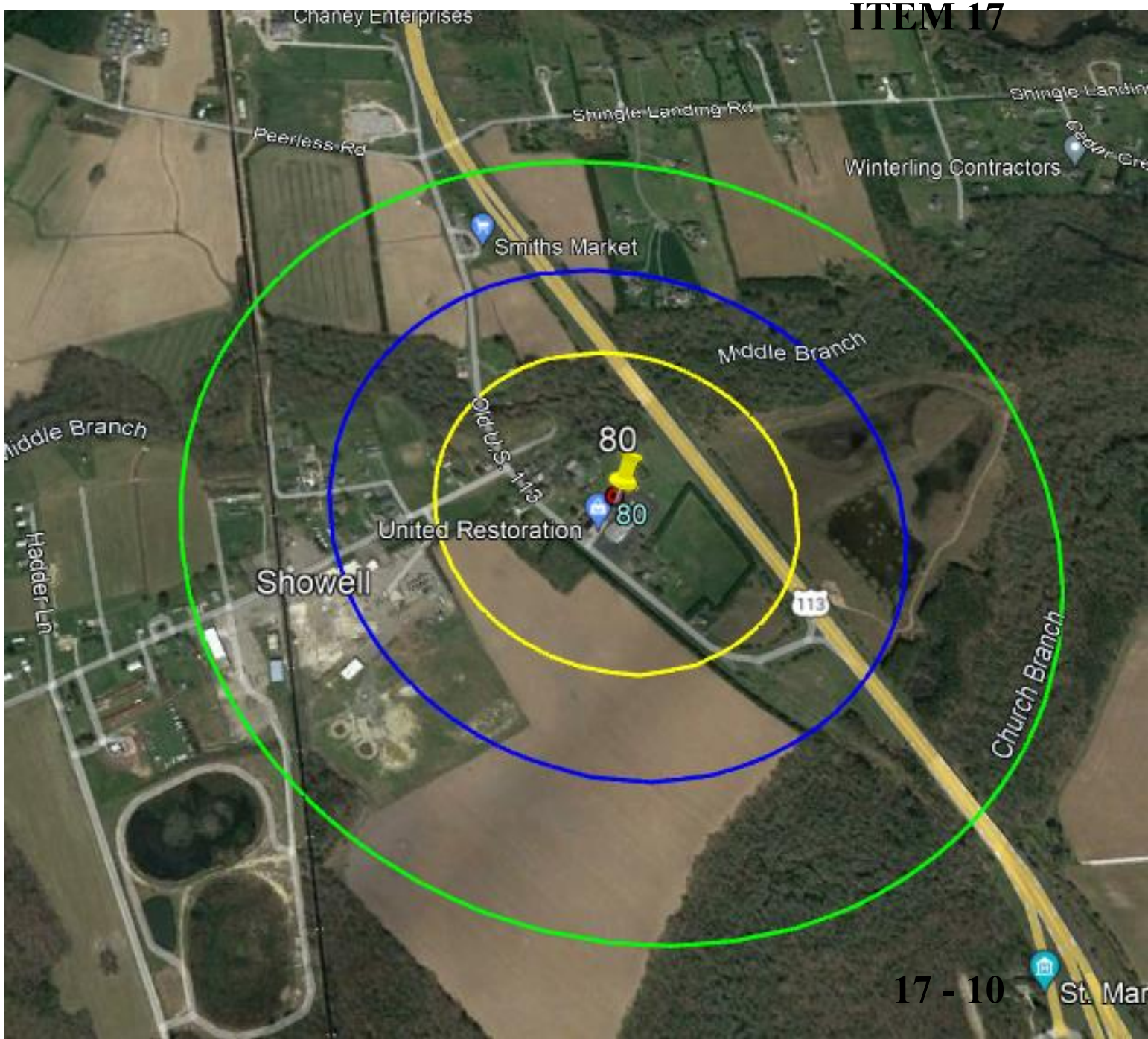
Newark


Barbely's
Newark Rd
Bowen Um Church Hall
Newark
Git R Done Cleaning Services
50
50
Worcester Hwy

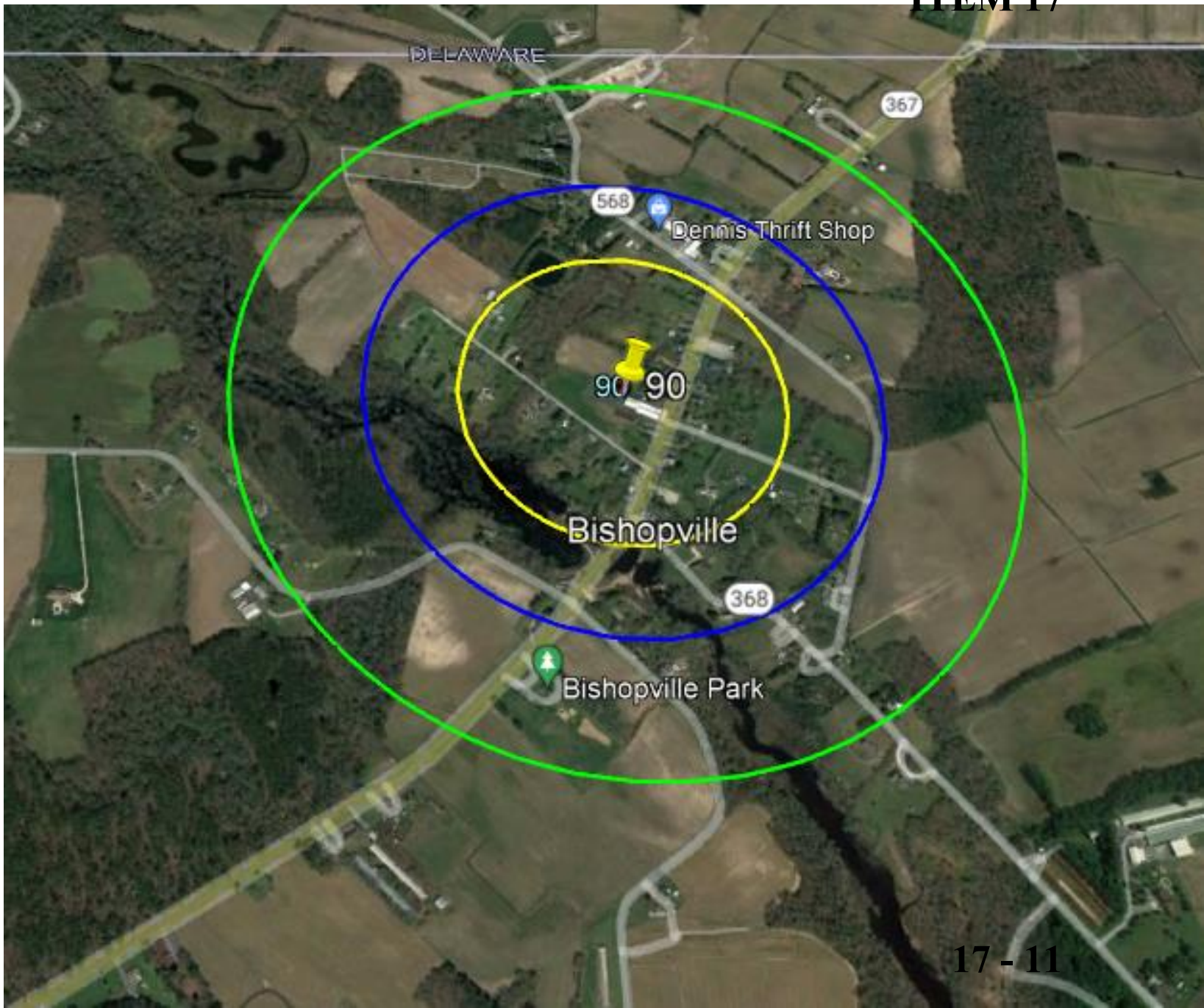
Berlin


Burley Oak Brewing Company
Food Lion
62
62
60
60
374
818
377
Broad St
61
61
The Mermaid Museum
Berlin
Stephen Decatur Park
113

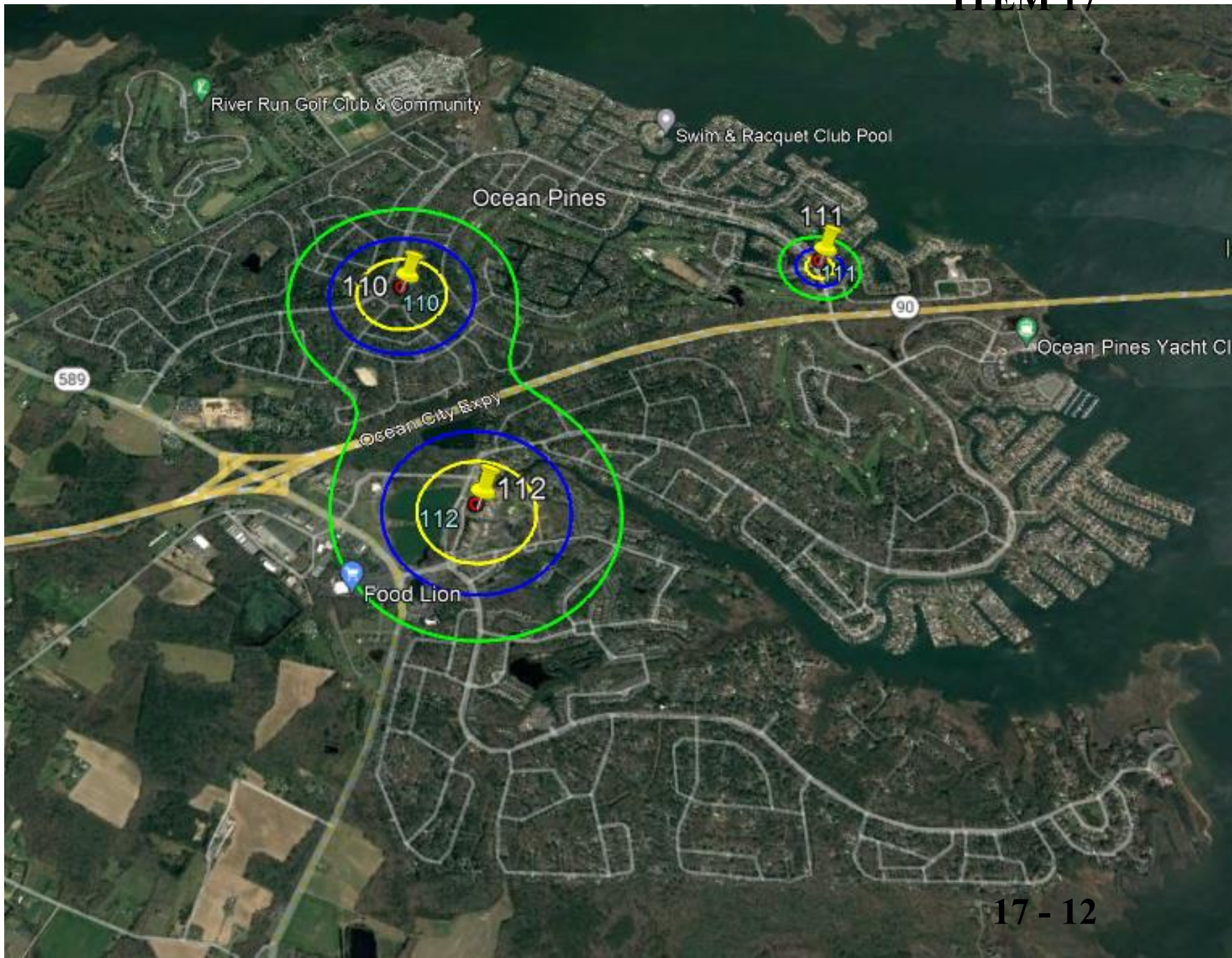
Showell


Chaney Enterprises
Peerless Rd
Shingle Landing Rd
Winterling Contractors
Smiths Market
Middle Branch
Old U.S. 113
80
80
United Restoration
Showell
Hadder Ln
113
Church Branch
St. Mar

Bishopville



Ocean Pines


River Run Golf Club & Community
Swim & Racquet Club Pool
Ocean Pines
111
111
110
110
90
Ocean Pines Yacht Cl
589
Ocean City Expy
112
112
Food Lion

MARYLAND'S Coast WORCESTER COUNTY

Worcester County Department of Environmental Programs
Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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

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

Subject: **Requested Fee Changes**
Department of Environmental Programs

Date: 6/13/22

The Department of Environmental Programs has found it necessary to update our existing fee schedule. As I mentioned in this years' budget memo and detailed in our budget deliberations, we would be seeking some fee adjustments/realignments with an amended fee resolution.

The changes are as follows:

I. APPLICATION REVIEW FEES

N. Atlantic Coastal/Chesapeake Bay Critical Area Program Review
Change this title to Critical Area Program Review

~~N. 8. Building/Zoning Permit/Environmental Programs Review: $50.00~~
Delete and add combined all programs review fee under II. PERMITS, C.3.e.

II. PERMITS

C. Environmental Programs

3. Sewage
d. Sewage Permit
Under d. - Add #4. Repairs and new construction with non-conventional systems: $425.00

e. ~~Water/Sewer Verification Fee:$30.00 per permit signed by Environmental Programs (except~~ for shed or sign ~~permits).~~
Delete wording for e. and replace with the following text:
e. Building/Zoning Permit/Environmental Programs Review: $50.00

D. General Permits

2. Plumbing permits
Under 2. - Add h. Rebuild of sewer cleanout reinspection/remobilization: $100.00

Rationale for the Changes:

1. The Critical Area ordinance has been changed to combine both Critical Area programs so the title of the section can reflect that change.
2. We need to combine the Critical Area permit review fee and the Environmental Programs review fee for building and zoning permits into one fee to make it easier for our customers to pay one charge when they come into pay fees for their permits. This will essentially capture the same revenue and eliminate situations where permit clerks and staff expend extra effort to collect these fees.
3. Innovative and non-conventional septic system repairs and construction is becoming more common. The systems we have been involved in to date have taken much more time than typical conventional septic repairs. This fee increase reflects the increased staff time to issue these permits.
4. Due to 11th hour site work/sod repairs on new house construction, staff from Environmental Programs and Public Works have seen an increase in destruction of sewer cleanouts after final plumbing inspections. This fee addition covers the work necessary to reinspect the repairs and ensure a functional building sewer connection that is protective of County sewer collection system operations.

These revisions are necessary to adjust those fees and effectively cover staff and resource time in the provision of those services to our customers. Should the County Commissioners see fit to approve the modifications to the fee schedule as requested, I have taken the liberty of attaching a draft markup of the most recently approved fee Resolution, reflecting the requested changes and provided an electronic version to County Administration. These proposed changes were added to an amended Resolution that was worked on in consultation with the Department of Development Review & Permitting. We are respectfully recommending that the County Commissioners consider approving the requested fee modifications and changes to the fee resolution as presented.

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

Attachment

cc: David Bradford/Deputy Director
Jennifer Keener/Director, DRP

DRAFT RES 22-12, if approved

RESOLUTION NO. 22 - ___

RESOLUTION ESTABLISHING FEES FOR APPLICATIONS PROCESSED BY THE DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING AND THE DEPARTMENT OF ENVIRONMENTAL PROGRAMS

WHEREAS, the Code of Public Local Laws of Worcester County, Maryland, General Provisions Article and Sections BR 2-103(f) (Plumbing Standards - Fees), BR 2-212(f) (Electrical Standards - Fees), BR 3-104 (Housing Review Board), PW 5-104 (Shared Sanitary Facilities - Establishment of shared sanitary facility), PW 5-305(b)(5) (Sanitary Service Areas - Cost and fees), TR 2-103(d) (Licensing of coin-operated vending machines - Fees), TR 2-106(c) (Rental License fees), TR 2-201 (Gaming Permits), NR 1-107(d) (Stormwater Management - plan review fees), NR 1-407 (Forest Conservation), NR 2-102(b) (Construction along shorelines - Permits required), NR 3-101 and NR 3-201 (Critical Area Programs), ZS 1-106 (Zoning Regulations - Fees and expenses), ZS 1-347(k) (Zoning Regulations - Agricultural Reconciliation Board fees) and ZS 2-108 (Subdivision Regulations - Fees), as from time to time amended, provide that the County Commissioners may establish certain fees for processing of applications; and

WHEREAS, the Worcester County Commissioners have adopted or amended said fees by previous resolutions, most recently by Resolution No. 20-17, adopted on June 16, 2020; and

WHEREAS, the County Commissioners have determined it necessary to revise said fees and add fees for various review services provided by County staff.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following fee schedule shall be in effect for the services provided by the Department of Development Review & Permitting and the Department of Environmental Programs:

DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
AND DEPARTMENT OF ENVIRONMENTAL PROGRAMS
FEE SCHEDULE

I. APPLICATION REVIEW FEES

A. Zoning Map Amendment: $650.00 base fee, plus $15.00 per acre.

B. Zoning Text Amendment: $400.00 per change requested.

C. Water and Sewer Plan Amendments:
   1. Minor Amendments: $100.00
   2. Major Amendments: $500.00

D. Residential Planned Community:
   1. Step I: $1,000.00 base fee, plus $15.00 per acre over 30 acres.
   2. Step II: $600.00 base fee, plus $15.00 per acre over 30 acres.
   3. Step III: Refer to subdivision and/or site plan review fees.

E. Subdivision Review:
   1. Sketch Plan (optional): No fee.
   2. Preliminary Plat: $350.00 base fee, plus $15.00 per lot in excess of 5 lots.

3. Final Plat: $350.00 base fee, plus $10.00 per lot in excess of 5 lots.
4. Minor Subdivision Plat: $250.00 flat fee.
5. Recording fee: $5.00 per sheet.
6. Waiver of ordinance section: $100.00 per section.
7. Revision (≤25% of site) $150.00 flat fee, (>25% of site) $150.00, plus $5.00 per lot.
8. Revalidation or extension of approval: $150.00 flat fee.
9. Third and subsequent review: $100.00 flat fee per review.
10. Construction Plan Review:
    a. Minor subdivision (≤ 5 lots, where required): $150.00 flat fee.
    b. Major subdivision (6 to 20 lots): $150.00 base fee, plus $10.00 per lot.
    c. Major subdivision (≥ 21 lots): $150.00 base fee, plus $15.00 per lot.
    d. Revisions: 25% of original fee.

F. Site plan review:
1. Major site plan: $450.00 base fee, Plus $35.00 per acre.
2. Minor site plan: $300.00 flat fee.
3. Administrative Review: $50.00 flat fee.
4. Revisions: (≥ 25% of site): $150.00 flat fee; (> 25% of site): $150.00, Plus $35.00 per acre.
5. Revalidation or extension of approval: $150.00 flat fee.
6. Waiver of ordinance section: $100.00 per section.
7. Third and subsequent reviews: $100.00 flat fee per review.

G. Board of Zoning Appeals
1. Variance: $400.00 flat fee.
2. Special exception: $400.00 flat fee.
3. Forestry adjustment, exceptions or payment in lieu: $400.00 flat fee.
4. Any other application: $400.00 flat fee.

H. Readvertisement fee (if necessary): $300.00 flat fee.

I. Housing Review Board Appeal Fee: $100.00.

J. Forest Conservation Program Review
1. Declaration of Intent: $50.00 flat fee.
2. Forest Conservation Plan Review:
    a. Sketch plan (optional): No fee
    b. Major subdivision: $200.00 base fee, plus $25.00 per lot.
    c. Minor subdivision/Boundary line adjustment: $100.00 flat fee.
    d. Major site plan: $200.00 base fee, plus $25.00 per acre.
    e. Minor site plan: $100.00 flat fee.
    f. Revisions: (<25% of site) $150.00 flat fee; or
    (>25% of site) $150.00, plus $35.00 per acre.
    g. Forestry adjustment, exception, or payment in lieu request: $100.00 flat fee.

K. Building Code Appeals Board Application Fee: $250.00.

L. F.E.M.A. Variance Application Fee: $250.00

M. Agricultural Reconciliation Board Application Fee: $150.00

N. Critical Area Program Review
1. Sketch plan (optional): No fee
2. Major subdivision: $200.00 base fee, plus $25.00 per lot.
3. Minor subdivision/Boundary line adjustment: $100.00 flat fee.
4. Major site plan: $200.00 base fee, plus $25.00 per acre.
5. Minor site plan: $100.00 flat fee.
6. Revisions: (≤25% of site): $150.00 flat fee;
(>25% of site): $150.00 plus $35.00 per acre.
7. Growth allocation request: $650.00 base fee plus $15.00 per acre.
8. Board of Zoning Appeals review of Department's denial of fees in lieu: $100.00.
9. Critical Area variance review: $100.00 flat fee.
10. Reinspection fee: $50.00 per occurrence.
11. Critical Area Permit: $50.00

O. Cooperative Campground/Mobile Home Park Review Fee
1. Conversion to Co-op: $600.00 base fee, plus $35.00 per acre.
2. Expand or enlarge Co-op: $450.00 base fee, plus $35.00 per acre.
3. Revisions: (≤25% of site): $150.00 flat fee; or
(>25% of site): $150.00, plus $35.00 per acre.
4. Third and subsequent reviews: $100.00 flat fee per review.

P. Research Fee: $50.00 per hour for each hour or portion thereof beyond the first hour of staff research time.

Q. Natural Resources Article Text Amendment: $350.00 per change requested.

II. PERMITS

A. Building Permits
1. For one- and two-family dwellings, additions thereto, and accessory structures 500 square feet or greater in size: A minimum fee of $50.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .0055, with $50.00 of the fee being non-refundable in the event the permit is not utilized.

TYPE OF AREA	CURRENT VALUE PER SQUARE FOOT
Habitable	$48.12
Garage, covered decks, screened porches and other attached non-habitable covered areas	$22.62
Open Decks	$15.00

2. Manufactured and Mobile Homes: $100.00 flat fee.

3. Multi-family, commercial and industrial (including accessory structures): A minimum fee of $150.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .005, with

$150.00 of the fee being non-refundable in the event the permit is not utilized:

IRC USE GROUP	CURRENT VALUE PER SQUARE FOOT
A-1	$76.29
A-2	$56.84
A-3	$55.81
A-4	$71.17
B	$51.20
E	$55.30
F-1	$31.74
F-2	$31.23
H	$30.72
I-1	$50.69
I-2	$80.38
I-3	$70.14
M	$41.98
R-1	$54.94
R-2	$48.64
R-3	$40.96
S-1	$29.18
S-2	$28.67
U	$22.62

4. Reinspection Fee: $50.00 each occurrence.

5. For construction of a handicap access ramp on a single-family home where appropriate documentation is presented to the department regarding the bonafide need: No fee.

B. Zoning Permits

1. All off-premise signs: $100.00 flat fee.
2. Freestanding and on-building signs: $1.00 per square foot, with a minimum charge of $50.00.
3. Use of Land without structure and residential accessory structures less than 500

square feet including but not limited to fences, sheds, pools, and home occupations: $50.00 flat fee.

4. Reinspection Fee: $50.00 per occurrence.

C. Environmental Programs

1. Water Well: $160.00 per well.

2. Water Sample (other than compliance sampling): $50.00 per sample

3. Sewage:
   a. Residential Evaluation.
      1. Individual lot or minor subdivision evaluation: $350.00 per single family unit.
      2. Major subdivision evaluation: $350.00 per single family unit. If more than six lots are requested a minimum payment of $1,800.00 is required. Balance of fee to be collected as testing is completed.*
      3. Piezometer Installation (over 2 per lot): $50.00 each
   b. Commercial Evaluation.
      1. A minimum of $350.00 is required.*
   c. Sewage Area Modification.
      1. 30% or More: $300.00
      2. Lese than 30%: $75.00
   d. Sewage Permit.
      1. Complete new system (tank & drainfield): $325.00
      2. Drainfield replacement: $300.00
      3. Repairs of existing system including tank replacement: $180.00
      4. Repairs and new permits for non-conventional systems: $425.00
   e. Building/Zoning Permit/Environmental Programs Review: $50.00

*Note: This application fee covers testing for 10,000 square feet of sewage area. If conditions require testing greater than 10,000 square feet, applicant will be billed at a rate of $10 per each additional 1,000 square foot area tested.

4. Burning Permit: $80.00

5. Reinspection Fee: $50.00 per occurrence.

6. Septage Haulers:

   a. Annual license: $50.00

7. Bathing Beach Permit: $150.00

8. Plat/Plan Review:
   a. Sketch Plan (optional): No fee.
   b. Plat Review, public water & sewer, up to 5 lots: $75.00.
   c. Plat Review, public water & sewer, more than 5 lots: $200.00.
   d. Plat Review, private water & sewer, minor subdivision: $180.00.

e. Plat Review, private water & sewer, major subdivision: $150.00 minimum for first 5 lots, plus $25.00 per additional lot over 5.
f. Plat Review, property line revision/septic reserve area revision; Agricultural Use Only: $120.00.
g. Commercial Construction Plan Review, public water & public sewer: $60.00.
h. Commercial Construction Plan Review, public water & private sewer: $85.00.
i. Commercial Construction Plan Review, private water & private sewer: $100.00.

9. Mobile Home Park and Campground Permit Fees
   a. Annual Mobile Home Park Permit
      1. 10 or less sites: $75.00
      2. 11 or more sites: $150.00
   b. Annual Campground Permit
      1. 100 or less sites: $175.00
      2. 101 or more sites: $250.00
   c. Late Fees (Mobile Home Park and/or Campground Permits): $50.00 per day/$500.00 maximum.

10. Shared Facilities Agreement Processing Fees
   a. Minor (up to 5,000 gallons per day): $100.00
   b. Major (greater than 5,000 gallons per day): $250.00
   c. Shared facility inspection: $50.00 per inspection

   *Note: There shall be no charge for shared facility agreements between two single-family homes.

11. Sanitary Service Area Applications
   a. Minor (up to 5,000 gallons per day): $100.00
   b. Major (greater than 5,000 gallons per day): $500.00

   *Note: There shall be no charge for expansions involving the addition of an individual residential property to an existing service area.

12. Stormwater Management and Sediment & Erosion Control:
   a. Waiver requests: $75.00.
   b. Sediment and erosion control inspection fee for single-family dwellings: $50.00.
   c. Sediment and erosion control inspection fee for timber harvests: $100.00.
   d. Stormwater management and sediment and erosion control permits (with devices, structures, or the like): $350.00 base fee, plus $15.00 per acre over 5 acres.
   e. Stormwater management and sediment and erosion control permits for clearing, grading and filling (no devices, structures or other items): $200.00 base fee, plus $15.00 per acre over 5 acres.
   f. Stormwater management and sediment and erosion control permit revision fee: $50.00.
   g. Reinspection Fee: $50.00 per occurrence.

D. General Permits.

1. Electrical Permits: $25.00.

2. Plumbing Permits:
   a. Administrative Fees (per permit issued)
      1. Mobile Homes (Manufactured Housing): $25.00
      2. Modular Homes (Certified State Inspected): $25.00
      3. Stick-built Homes: $25.00
      4. Multi-Unit Buildings (Condo, Townhouse, Motel): $100.00
      5. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): $100.00
      6. Back Flow Preventer Only: $50.00
   b. Inspection Fees (per unit)
      1. Mobile Homes (Manufactured Housing): $40.00
      2. Modular Homes (Certified State Inspected): $75.00
      3. Stick-built Homes: $125.00
      4. Multi-Unit Buildings (Condo, Townhouse, Motel): $125.00
      5. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): $125.00
      6. Back Flow Preventer Only: $40.00
      7. Per fixture (over 10): $5.00
   c. Modification, Remodeling and Alteration Fees (Fixture Unit Count of Eight or Less)
      1. Administrative Fee: $25.00
      2. Inspection Fee: $75.00
   d. Reinspection Fee: $50.00 per inspection
   e. Investigative Fee (beginning work without a permit): $50.00 per hour
   f. Gas Permits:
      1. Gas Permit: $40.00
      2. Administrative Fee: $25.00
      3. Each Additional Appliance (over 3): $5.00
   g. Plumbing Plan Review (Commercial)
      1. Up to 10,000 square feet: $125.00
      2. Greater than 10,000 square feet: $250.00
      3. Changes, additions, revisions to approved plans: $50.00 per hour of review time

         * Note: minimum charge of one-half hour re-review time
   h. Rebuild of sewer cleanout reinspection/remobilization: $100.00

3. Shoreline Construction Activity:
   a. Minor application review fee (less than eight feet channelward): $150.00
   b. Major application review fee (greater than eight feet channelward): $300.00.
   c. Shoreline construction permit: $150.00
   d. Shoreline construction permit revision: $50.00

E. Miscellaneous Permits and Licenses.

1. Rental License permit:

Use of Structure	Annual Fee
a. Short term rental properties	$200 per unit
b. Mobile Home Park	$200 per lot, site or unit
c. Hotel, Motel or Campground	$5.00 per room or site, minimum of $250
d. Bed and Breakfast Establishments	$200 per establishment
e. Keeping of roomers or boarders	$100 per home
f. Dwelling unit rentals greater than 28 days (Year-round or seasonal rentals)	$50 per dwelling unit
g. Group homes and assisted living facilities where all units are owned by a single business entity operating the facility	$250 per establishment
h. Group homes and assisted living facilities where units are individually owned and rented	$100 per unit
i. License modifications with no change in class of license	$50
j. License modifications with change in class of license	$50 plus incremental difference in class fee
k. License modifications for additional units, rooms or sites	$50 plus $5.00 per additional unit, room or site
l. Any use or structure not specifically stated herein	Fee for the most similar use or structure as determined by the Department

2. Gaming (raffle) permit: $25.00.

3. Roadside stand license: $25.00

4. Bingo:
   a. Annual license: $100.00
   b. Temporary license: $25.00

5. Coin operated machine licenses:
   a. Claw machines, shuffleboard, mechanical bowling machines, single-coin pinball machines, electronic video games or any other similar public amusement device requiring insertion of a coin or token and the result of whose operation depends in whole or in part upon the skill of the operator: $30.00 each.
   b. Arcades:
      1. 42 to 100 machines: $1,250.00.
      2. 101 to 150 machines: $1,750.00.
      3. 151 to 200 machines: $2,250.00.
      4. 201 or more machines: $2,750.00.
   c. Music boxes: $30.00.
   d. Vending machines:
      1. 5¢ to 24¢ articles: $20.00.
      2. 25¢ to 49¢ articles: $25.00.
      3. Article 50¢ and over: $30.00.
   e. Cigarette machines: $75.00.

BE IT FURTHER RESOLVED that any other license or permit fee not enumerated above shall be in the amount presently in effect.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on July 1, 2022.

PASSED AND ADOPTED this ____ day of _____, 2022.

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
http://www.co.worcester.md.us/departments/drp

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director JKK
Date: June 9, 2022
Re: FY 2023 DRP Fee Resolution, FY 2023 Liquor License Fee Resolution

As a result of the budget discussions, I have attached two DRP fee resolutions with the modifications that will offset the increases in expenditures for several items. The resolution is proposed to become effective on July 1, 2023.The primary changes made include the following:

- Increasing by $50 the various Board of Zoning Appeals fees (from $350 to $400) and the Board of Zoning Appeals re-advertisement fee (from $250 to $300) to offset the increase in advertising costs associated with these hearings.
- Increasing the text amendment fee (from $350 to $400) to also offset the increase in advertising costs.
- Adding the $15 charge to the Liquor License fee resolution to purchase the I.D. Check Guides that are no longer covered by a grant from the Prevention Office. The guides will be purchased in 2023 and provided during the next renewal season.

Other minor changes that were made included eliminating the "Planned Commercial Development Review" fee, as that type of development was deleted from the zoning code in 2009, and the fees are the same as a major commercial site plan review; updating the bed and breakfast rental license fee that was modified by prior resolution; and updating the terminology to include "manufactured" and mobile homes within the fee schedule.

I will be available to answer any questions that may arise.

cc: file

DRAFT RES 22-13, if approved

RESOLUTION NO. 22 - ___

RESOLUTION AMENDING LIQUOR LICENSE FEES

WHEREAS, § 33-1407 (Fees) of the Annotated Code of Maryland, as from time to time amended, provides that the Worcester County Commissioners shall regulate the alcoholic beverages license fees within Worcester County; and

WHEREAS, the Worcester County Commissioners amended said fees by Resolution No. 16-28 adopted on December 20, 2016; and

WHEREAS, the Worcester County Commissioners have determined it necessary to amend said fees.

NOW, THEREFORE, BE IT RESOLVED by the Worcester County Commissioners that the annual liquor license fees for Worcester County for license years commencing on or after July 1, 2022 shall be amended to be as follows:

BASIC FEES

Class and Type	6 Day	7 Day
"A" Beer	$287.50	$350.00
"A" Beer/ Wine	$450.00	$525.00
"B" Beer	$362.50	$450.00
"B" Beer/ Wine	$475.00	$ 575.00
"C" Beer	$200.00	-
"C" Beer/ Wine	$275.00	-
"D" Beer	$437.50	$550.00
"D" Beer/ Wine	$500.00	$625.00
"A" Beer/ Wine/ Liquor	$4,500.00	$4,500.00
"B" Beer/ Wine/ Liquor	$2,250.00	$3,125.00
"C" Beer/ Wine/ Liquor	$625.00	$975.00
"D" Beer/ Wine/ Liquor	$3,750.00	$4,250.00
"H" Beer/ Wine/ Liquor	$2,250.00	$3,125.00
"I" Beer/ Wine/ Liquor	$3,750.00	$4,250.00
"EF" Beer/ Wine/ Liquor	-	$15,000.00

RENEWAL FEES

Class and Type	6 Day	7 Day
"A" Beer	$462.50	$525.00
"A" Beer/ Wine	$625.00	$700.00
"B" Beer	$537.50	$625.00
"B" Beer/ Wine	$650.00	$750.00
"C" Beer	$375.00	-
"C" Beer/ Wine	$450.00	-

"D" Beer	$612.50	$725.00
"D" Beer/ Wine	$675.00	$800.00
"A" Beer/ Wine/ Liquor	$4,675.00	$4,675.00
"B" Beer/ Wine/ Liquor	$2,100.00	$3,100.00
"C" Beer/ Wine/ Liquor	$800.00	$1,150.00
"D" Beer/ Wine/ Liquor	$3,700.00	$4,200.00
"H" Beer/ Wine/ Liquor	$2,100.00	$3,100.00
"I" Beer/ Wine/ Liquor	$3,700.00	$4,200.00
"EF" Beer/ Wine/ Liquor	-	$15,175.00

OTHER FEES

Application for New License or Transfer of License (Plus New or Transfer Fee)	$600.00
Application for Renewal of License (plus Basic Fee)	$175.00
Renewal Late Fee (After March 31 deadline)	$50.00 per day
Verification of Signatures	$25.00
Advertising	$60.00
Change of Name - Class "A", "B", "D" *	$400.00
Change of Name - Class "C" *	$25.00
Change from Individual to Corporation or from Corporation to Corporation (Plus ¼ of Basic License Fee)	$600.00
Stock Transfer fee	$400.00
Meeting Fees (changes to licensed premises restrictions or any implemented changes to actual license)	$200.00
Special exceptions/ requests (no board meeting required)	$200.00
Beer and Wine Festival License	$3,000.00
Caterer's License	$500.00
Refillable Container Permit for Draft Beer	$500.00
I.D. Checking Guide	$15.00

*Change of Name fee is not imposed during March and April

ONE DAY PERMIT

Beer	$100.00
Beer/ Wine	$100.00
Beer/ Wine/ Liquor	$100.00

SUNDAY PERMITS

Beer	$100.00
Beer/ Wine	$100.00
Beer/ Wine/ Liquor	$100.00

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be July 1, 2022.

EXECUTED this _____ day of _____, 2022.

MARYLAND'S Coast WORCESTER COUNTY

Worcester County Administration

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

To: Commissioners

From: Roscoe R. Leslie

Date: May 9, 2022

RE: Resolution to Comply with Police Accountability Act

Action items for Commissioners

- Approve proposed resolution (with any requested changes).
- Begin appointments of members of Police Accountability Board and Administrative Charging Committee.

Introduction

Effective July 2022, the State's Police Accountability Act replaces the Law Enforcement Officer's Bill of Rights as the system for police discipline.

We have drafted a proposed resolution for Commissioner consideration that implements the new state law mandates and anticipated regulations.

We have included a color-coded version of the resolution to show provisions that are expressly mandated by state law and the currently proposed state regulations:

- Yellow highlight: Provisions required by state law.
- Green highlight: Provisions currently proposed as state regulations.

After adoption of the resolution, the Commissioners will need to appoint members to the newly-created bodies.

Summary: Three-Tiered System Created for Police Discipline

The legislation requires the County to set up three bodies that will handle police discipline for every local law enforcement organization in the County. Below is a brief summary of each body:

- **Police Accountability Board**
  - The proposed number of members is seven.
  - This is the overall governing body of the system.
  - Created, funded, and appointed by the Commissioners.
  - Cannot have active police officers on it, but must have a chairperson that has "relevant experience".
  - Receives complaints of police misconduct from the public.
  - Appoints some members to the administrative charging committee and trial boards below it.
- **Charging Committee**
  - Five members:
    - Chair of Accountability Board.
    - Two civilians chosen by directly by Commissioners.
    - Two civilians chosen by Police Accountability Board.
  - Reviews complaints and investigations of police misconduct.
  - Determines whether an officer should be charged with misconduct.
  - If officer is charged, recommends discipline from State-created matrix.
- **Trial Board**
  - Three members:
    - Chaired by Retired or administrative law judge.
    - Civilian appointed by Police Accountability Board.
    - Police officer from agency involved.
  - Conducts hearings if officer doesn't accept discipline recommended by charging committee.

ITEM 19

Police Accountability Board

Receives complaint from public

Forwards complaint to appropriate law enforcement agency within 3 days

Quarterly: Reviews outcomes of disciplinary matters.

Annually: Reports to the county on trends in the disciplinary process and recommendations on changes to policies that would improve police accountability.

Appointments: Makes appointments to the Administrative Charging Committee and Trial Boards in accordance with State Law.

Law Enforcement Agency

Receives complaint from public

Investigates complaint

Upon completion of investigation, forwards investigatory file to Administrative Charging Committee

Administrative Charging Committee

Reviews investigatory file and determines whether to charge officer

Officer Not Charged

Officer Charged

Determines allegations are unfounded or officer exonerated

Issues written opinion detailing findings, determinations and recommendations within 1 yr & 1 day of filing of complaint

Within 1 yr & 1 day of filing of complaint, issues written opinion detailing findings, determinations, and recommendations. Recommends discipline according to matrix.

Chief offers discipline recommended by ACC or a higher level according to the matrix within 15 days.

Officer accepts discipline

Discipline imposed and matter is final

Trial Board

Officer does not accept discipline

Matter referred to Trial Board for a hearing

Trial Board Hearing and Decision

Officer does not appeal within 30 days

Officer appeals decision within 30 days

Trial Board decision is final

Circuit Court appeal on the record.

DRAFT RES 22-14, if approved

RESOLUTION NO. 22-__
RESOLUTION ___

Recitals

A. In 2021, the Maryland General Assembly passed House Bill 670, also known as the Maryland Police Accountability Act of 2021, that becomes effective on July 1, 2022 and requires Worcester County to establish a Police Accountability Board.

B. House Bill 670 also requires the County to have an Administrative Charging Committee to serve countywide law enforcement agencies and local law enforcement agencies in the County.

C. House Bill 670 also requires the County to establish a trial board process.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that a Police Accountability Board, a Charging Committee, and ability to create trial boards are established and will be governed by the following rules and procedures:

Article I: General Provisions

1. Definitions.

As used in this resolution, the following terms shall have the meanings indicated:

A. Agency review: A thorough evaluation of the entire completed investigative file by the agency head. The agency review is not complete until the agency head determines that the investigative file is ready to be forwarded to the Administrative Charging Committee.

B. Agency Head: A police chief, sheriff, administrator, department head, an individual in an equivalent position, or designee, or an individual appointed, employed, or elected to manage, administer, or supervise a law enforcement agency, or a designee. An agency head includes an officer designated by the head of a law enforcement agency, or to act on behalf of the agency head.

C. Body Camera Footage: Any law enforcement agency audio/visual recording.

D. Conflict of interest: A real or seeming incompatibility between one's private interests and one's official responsibilities in a position of trust.

E. Law Enforcement Agency: A governmental police force, sheriff's office, security force or law enforcement-organization of

Worcester County or another entity within Worcester County that by statute, ordinance, or common law is authorized to enforce the general criminal laws of the State.

F. Good Moral Character: The possession of honesty and truthfulness, trustworthiness and reliability, and a professional commitment to the legal process and the administration of justice, as well as the condition of being regarded as possessing such qualities.

G. Officer: Any employee of a county law enforcement agency who is authorized to enforce the general criminal laws of the State, County, or a municipal corporation.

H. Police Misconduct: A pattern, a practice, or conduct by a police officer or law enforcement agency that includes:

(1) depriving persons of rights protected by the constitution or laws of the State or the United States;
(2) a violation of a criminal statute; or
(3) a violation of law enforcement agency standards and policies.

G. Other definitions: Terms not specifically defined above that are expressly defined in the Annotated Code of Maryland, Public Safety Art. § 3-101 et seq. and any COMAR regulations promulgated under it shall have the same meanings given to them by those provisions.

2. Standing.

A. Unless otherwise authorized by State law, only a person, or the designee of such person, who experienced the alleged police misconduct may file a complaint of police misconduct.

B. A complaint of police misconduct by an officer of a law enforcement agency must be filed in accordance with the officer's agency's internal policy. A complaint of police misconduct may be filed with the Police Accountability Board by an officer of a law enforcement agency if an internal agency policy does not exist.

C. A complaint of police misconduct may only be filed under this Resolution if the alleged misconduct was carried out by an officer acting or making the representation of acting on behalf of a law enforcement agency.

3. Filing a Complaint; Statute of Limitations.

A. A complaint of misconduct must be submitted using the complaint form adopted by the Police Accountability Board.

B. A complaint of misconduct must be submitted to the headquarters of the law enforcement agency where the police officer against whom the misconduct is alleged is employed or, if being submitted to the Police Accountability Board, to the County Commissioners.

C. A complaint of police misconduct may not be filed under this Resolution for events before July 1, 2022. A claim of a pattern or practice of police misconduct may rely on events which occurred before July 1, 2022, upon the claim of the continuation of the pattern or practice on or after July 1, 2022.

D. A complaint of police misconduct must be filed within 45 days of the date the misconduct allegedly occurred unless otherwise provided for by Maryland law. A claim of a pattern or practice of police misconduct may rely on events from up to 3 years earlier.

4. Ethics.

Any member of the Worcester County Police Accountability Board, Worcester County Administrative Charging Committee, or the Trial Board must comply with the Worcester County Ethics laws (County Government Article 5 of the Worcester County Code).

5. Police Accountability Board.

There shall be a Worcester County Police Accountability Board to serve law enforcement agencies within Worcester County consistent with state law.

6. Duties.

A. The Worcester County Police Accountability Board shall:

(1) Hold quarterly meetings with heads of law enforcement agencies and otherwise work with law enforcement agencies and the County government to improve matters of policing.

(2) Appoint civilian members to charging committee and trial boards.

(3) Receive complaints of police misconduct filed by members of the public.

(4) On a quarterly basis, review outcomes of disciplinary matters considered by charging committees.

(5) On or before December 31 of each year, submit a report to the Board of Worcester County Commissioners.

7. Membership.

A. The Worcester County Police Accountability Board shall consist of 7 members, one of whom shall serve as Chair.

B. The County Commissioners shall appoint each member and the Chair of the Worcester County Police Accountability Board.

C. Terms.

(1) Subject to paragraph (3) below, the term for each member of the Worcester County Police Accountability Board shall be two years.
(2) Members terms shall be staggered such that the terms of 3 members end in one year, and the terms of 4 members end the following year.
(3) For the initial term following the establishment of the Worcester County Police Accountability Board, the County Commissioners shall delineate the 3 members, at the time of the appointment, who shall serve a 1-year term.
(4) Members may serve for no more than three consecutive terms.

D. Removal; resignation.

(1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decide to remove a member before the end of the member's term, the County Commissioners must inform the member in writing of the date of termination from the Worcester County Police Accountability Board.

(2) A member who fails to maintain confidentiality, as required herein, of all Worcester County Police Accountability Board matters shall be removed from the Worcester County Police Accountability Board immediately by the County Commissioners.

(3) Members may resign from the Worcester County Police Accountability Board at any time by notifying the County Commissioners and the Chair of the Worcester County Police Accountability Board in writing.

E. Eligibility criteria.

(1) Each member must be 21 years of age, or older.

(2) Each member must be a legal resident or citizen of the United States, be a resident of Worcester County, and provide proof of residency or citizenship.

(3) Each member must sign an agreement to maintain confidentiality of all Worcester County Police Accountability Board matters related to individual complaints until final disposition and all appeals have been exhausted.

(4) Members must complete required training before serving on a Worcester County Police Accountability Board. The required training shall be set by the County Commissioners.

(5) Members must be of good moral character.

(6) Prospective members must submit to a background investigation by the Worcester County Sheriff's Office. A background investigation shall include, but is not limited to, a review of the applicant's social media presence. The results of the background investigation shall be submitted to the County Commissioners.

(7) To the extent practicable, the membership shall reflect the racial, gender, and cultural diversity of Worcester County.

(8) To the extent practicable, a person is not eligible to serve on the Worcester County Police Accountability Board if that person:

i. Has an actual conflict of interest or an appearance of a conflict of interest, as determined by the County Commissioners;
ii. Is under criminal investigation by any law enforcement agency;
iii. Is currently charged with a crime that is pending before any court;
iv. Has been convicted of, or has received Probation Before Judgment for a felony or misdemeanor for which a sentence of imprisonment for 1 year or more could have been imposed;
v. Is an active police officer; or

vi. Is an active employee of Worcester County or an entity within Worcester County with a law enforcement agency;

(9) To the extent practicable, the Chair of the Worcester County Police Accountability Board must:

i. Be a retired sworn law enforcement officer who retired in good standing with at least 20 years of service in a Maryland Law Enforcement Agency or Federal Law Enforcement Agency;

ii. Have been the head of a law enforcement agency, or in a command position within a law enforcement agency; and

iii. Have academic credentials that include:

a. Degree from an accredited college or university with a major in either pre-law, police administration, or criminal justice; or

b. Completion of the FBI National Academy, The Northwestern School of Police Staffing and Command, or The Johns Hopkins University Police Executive Leadership Program.

(10). Members have an ongoing and continuous obligation to immediately report to the Chair of the Worcester County Police Accountability Board any event that may harm the public trust of the Worcester County Police Accountability Board, including:

(i) Conflicts of interest;
(ii) Criminal charges;
(iii)Criminal investigations; and
(iv)Criminal convictions.

8. Administration.

A. The County Commissioners must submit a budget and oversee any staff for the Board.

B. A complaint of police misconduct filed with the Worcester County Police Accountability Board or with a law enforcement agency that employs the officer who is subject to the complaint must include:

(1) The name of the police officer accused of misconduct.

(2) A description of the facts on which the complaint is based.

(3) Contact information of the complainant or a person filing on behalf of the complainant for investigative follow-up.

C. A complaint does not need to be notarized.

D. A complaint of police misconduct filed with the board shall be forwarded to the appropriate law enforcement agency within 3 days after receipt by the Board.

E. The County Commissioners shall establish the procedures for record keeping by the Worcester County Police Accountability Board.

F. The Chair shall follow Robert's Rules of Order, and:

(1) Establish the meeting schedule;
(2) Establish a written agenda for each meeting and send it to each member in advance of each meeting;
(3) Call each meeting to order;
(4) Coordinate the meeting in accord with the agenda;
(5) Invite discussion among members before voting;
(6) Invite motions, seconds and votes from members;
(7) Ensure that a record is kept of all business of the Worcester County Police Accountability Board;
(8) Promptly report to the County Commissioners any concern or event involving a member that may harm the public trust of the Worcester County Police Accountability Board. Such events include but are not limited to:
   i. Conflicts of interest;
   ii. Criminal charges;
   iii. Criminal investigations;
   iv. Criminal convictions.

G. Quorum; manner of attendance.

(1) At least 4 members must be in attendance before the Worcester County Police Accountability Board may conduct business. Meetings shall be conducted either in person or remotely via secure video connection, which shall be determined by the Chair.

(2) The Board may not adopt any rules and regulations outside of perfunctory clerical matters.

9. Conflict of State Law.

If there is a conflict with State law, the State law shall control. If State law no longer requires a Police Accountability Board, this Article is no longer applicable.

Article III Administrative Charging Committee

10. Administrative Charging Committee.

There shall be a Worcester County Administrative Charging Committee to serve law enforcement agencies.

11. Composition of the Administrative Charging Committee.

A. The committee will be composed of:

(1) The Chair of Worcester County's Police Accountability Board, or another member of the Worcester County Accountability Board designated by the Chair.

(2) Two civilian members selected by the Worcester County Police Accountability Board.

(3) Two civilian members selected by the County Commissioners.

B. Eligibility criteria.

(1) Each member must be 21 years of age, or older.
(2) Each member must be a legal resident or citizen of the United States and provide proof of legal residency or citizenship.
(3) Each member must sign an agreement to maintain confidentiality of all Worcester County Administrative Charging Committee matters until final disposition and all appeals have been exhausted.
(4) Members must successfully complete the Police Training and Standards Commission required training before serving on the Worcester County Administrative Charging Committee.
(5) Each member's principal residence must be in Worcester County and provide proof of residency.
(6) Members must be of good moral character and free from bias that would negatively impact the integrity of

the Worcester County Administrative Charging Committee.

(7) Prospective members must submit to a background investigation by the Worcester County Sheriff's Office. A background investigation shall include, but is not limited to, a review of the applicant's social media presence. The results of the background investigation shall be submitted to the County Commissioners.

C. Neither the County Commissioners nor a selecting or appointing authority shall select or appoint any person to serve on the Worcester County Administrative Charging Committee, and such person is not eligible to serve on the Worcester County Administrative Charging Committee, if that person:

(1) Has an actual conflict of interest or an appearance of a conflict of interest, as determined by the County Commissioners;
(2) Is under criminal investigation by any law enforcement agency;
(3) Is currently charged with a crime that is pending before any court; or
(4) Has been convicted of, or has received Probation Before Judgment for a felony or misdemeanor for which a sentence of imprisonment for 1 year or more could have been imposed.

D. Self-reporting. Members have an ongoing and continuous obligation to immediately report to the Chair of the Worcester County Administrative Charging Committee any event that may harm the public trust of the Worcester County Administrative Charging Committee. Such events include but are not limited to:

(1) Conflicts of interest;

(2) Criminal charges;

(3) Criminal investigations; and

(4) Criminal convictions.

E. Terms.

(1) Subject to paragraph (3) below, the term for each member of the Worcester County Administrative Charging Committee shall be two years.
(2) The term of a Worcester County Administrative Charging Committee member shall be staggered such that the terms

of 2 members shall end in one year, and the terms of 3 members end the following year.

(3) For the initial term following the establishment of the Worcester County Administrative Charging Committee, one civilian selected by the Worcester County Police Accountability Board and one civilian selected by the President of the Board of County Commissioners shall each serve a 1 year term. The 3 remaining members shall serve 2 year terms.

(4) Members may serve for no more than 3 consecutive terms.

F. Removal; resignation.

(1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decides to remove a member prior to the end of the member's term, the member and the Chair of the Worcester County Administrative Charging Committee must be notified in writing by the County Commissioners. A majority vote of the County Commissioners is required to remove a member.

(2) A member who fails to maintain confidentiality of all Worcester County Administrative Charging Committee matters shall be removed from the Worcester County Administrative Charging Committee immediately by the County Commissioners.

(3) Members may resign from a Worcester County Administrative Charging Committee at any time by notifying the County Commissioners and the Chair of the Worcester County Administrative Charging Committee in writing.

G. The County Commissioners shall set a budget and oversee the staff of the Worcester County Administrative Charging Committee.

H. The County Commissioners shall establish the procedures for record keeping by the Worcester County Administrative Charging Committee.

12. Selection of a chairperson; responsibilities.

A. The members of the Worcester County Administrative Charging Committee shall choose a Chairperson from their membership.

B. The Chair shall follow Robert's Rules of Orders, and:

(1) Establish the meeting schedule, with a minimum of one meeting per month;
(2) Establish a written agenda for each meeting and send it to each member in advance of each meeting;
(3) Call each meeting to order;
(4) Coordinate the meeting in accord with the agenda;
(5) Invite discussion among members before voting;
(6) Invite motions, seconds and votes from members;
(7) Ensure that a record is kept of all business of the Worcester County Administrative Charging Committee.
(8) Promptly report to the County Commissioners any concern or event involving a member that may harm the public trust of the Worcester County Administrative Charging Committee. Such events include but are not limited to:
    i. Conflicts of interest;
    ii. Criminal charges;
    iii. Criminal investigations; and
    iv. Criminal convictions.

13. Meetings.

A. The Open Meetings Act does not apply to meetings of the Worcester County Administrative Charging Committee, and they are not open to the public.
B. Subject to item 13.C below, each Worcester County Administrative Charging Committee must establish a schedule so that they can make determinations in all pending matters within 30 days after an agency completes its investigation.
C. The Worcester County Administrative Charging Committee must issue a determination and disposition of every matter within 1 year and 1 day after the initial filing of a complaint by a citizen.
D. In order to maintain confidentiality, Worcester County shall ensure that the Worcester County Administrative Charging Committee uses secure methods to electronically transmit files, notes, and all other documents pertaining to an investigation.
E. Quorum; manner of attendance.
    i. Three members must be in attendance before the Worcester County Administrative Charging Committee may conduct business.
    ii. Meetings shall be conducted either in person or remotely via secure video connection which shall be determined by the Chair.

iii. The Worcester County Administrative Charging Committee may not adopt any rules or regulations outside of perfunctory clerical matters.

F. Law Enforcement Agency Investigation

(1) Complaints from the public that meet the eligibility requirements for a mediation program, under state law, may, subject to the agreement of the complainant, be handled outside of the complaint process articulated in this Resolution.

(2) Complaints from the public handled through mediation will be tracked with other citizen complaints for accountability.

(3) Upon receipt of a complaint of alleged police misconduct from the Worcester County Police Accountability Board or member of the public, the law enforcement agency shall complete a thorough investigation.

(4) The agency head may include a written recommendation for the Worcester County Administrative Charging Committee to consider regarding the matter. The recommendation may include the agency head's opinion regarding:

i. whether or not the law enforcement officer should be disciplined;
ii. aggravating or mitigating facts or circumstances;
iii. if appropriate, any recommended alternatives to discipline; and
iv. if the agency head feels that discipline is warranted, a specific recommendation for discipline in accordance with the Statewide Disciplinary Matrix, approved by the Police Training and Standards Commission.

(5) Upon completion of an investigation, the investigating agency shall forward the investigative files of the completed investigation to the Worcester County Administrative Charging Committee within 3 business days after the later of:

i. the completed agency review, or
ii the agency head issuing a written recommendation for the Worcester County Administrative Charging Committee to consider regarding the matter.

14. Deliberations and Recommendation.

A. Deliberations. Upon receipt of the completed investigation from the investigating agency, the committee then:

(1) Reviews the findings of a law enforcement agency's investigation;

(2) Reviews body camera footage or other audio/visual footage submitted with the investigative file that may be relevant to the matters covered in the complaint of misconduct;

(3) Authorizes a police officer called to appear before a charging committee to be accompanied by a representative;

(4) May request information or action from the law enforcement agency that conducted the investigation such as requiring further investigation and the issuance of subpoenas; and

(5) Shall review and determine or ask for further review within 30 days after completion of the investigating agency's review.

B. Voting

(1) Decisions of the Worcester County Administrative Charging Committee shall be made by majority vote of the members in attendance.
(2) Each member shall cast one vote and shall not abstain unless the member has a conflict of interest.
   i. The member with the potential conflict of interest must proactively announce the existence of the potential conflict of interest prior to any discussion of the matter.
   ii. The members shall discuss the details of the potential conflict of interest and if the majority determines that the conflict (or the appearance of a conflict) is such that the member with the conflict should not be involved, that member shall be excused from the meeting before any consideration of the matter and shall return only after voting on the matter has concluded.

C. Recommendations

(1) The Worcester County Administrative Charging Committee makes a determination whether to administratively charge the officer. If the determination is that administrative charges should be filed, the discipline recommendation shall be in accordance with the Statewide Disciplinary Matrix.

(2) The Worcester County Administrative Charging Committee shall not administratively charge an officer for conduct arising from an incident for which the officer has previously been disciplined or sanctioned or the Worcester County Administrative Charging Committee has already made a determination whether to administratively charge.

(3) The Worcester County Administrative Charging Committee shall issue a written opinion that describes in detail its findings, determinations, and recommendations. If the agency head submits a written recommendation, the Worcester County Administrative Charging Committee shall consider the recommendation before making a final decision. The Worcester County Administrative Charging Committee shall note their consideration of the agency head's written recommendation in the Worcester County Administrative Charging Committee's written opinion.

(4) The Worcester County Administrative Charging Committee shall forward the written opinion, within 5 business days of its completion, to the agency head, the police officer, and complainant.

(5) If the officer is not charged, the Worcester County Administrative Charging Committee may make a determination that the allegations are "Unfounded" or the officer is "Exonerated."

(6) The Worcester County Administrative Charging Committee may record, in writing, any failure of supervision that caused or contributed to a police officer's misconduct.

(7) Each member must maintain confidentiality relating to a matter being considered until the final disposition of the matter and all appeals have been exhausted.

15. Settlement Negotiations.

A. An agency head is authorized, at their sole discretion, to engage in settlement negotiations with a police officer or the officer's representative.

B. Tentative settlements must be completed within 10 business days from the date the officer received the written recommendation issued by the Worcester County Administrative Charging Committee.

C. If a tentative settlement agreement is reached that proposes discipline below that recommended by the Worcester County Administrative Charging Committee, the agency head shall forward the tentative agreement to the Worcester County Administrative Charging Committee for the Worcester County Administrative Charging Committee's review within 5 days of reaching tentative agreement.

(1) Upon receiving the tentative agreement, the Worcester County Administrative Charging Committee may:
   i. Endorse the proposed settlement agreement and authorize the agency head to impose the discipline agreed upon, or
   ii. Reject the proposed settlement agreement and inform the agency head that the Worcester County Administrative Charging Committee's original disciplinary determination stands.

(2) If the Worcester County Administrative Charging Committee endorses the agreement, either affirmatively or by taking no action within 10 business days, the agency head shall impose the agreed upon discipline.

(3) If the Worcester County Administrative Charging Committee rejects the proposed agreement, the agency head shall offer the Worcester County Administrative Charging Committee's original disciplinary determination to the officer.

(4) If the officer accepts the discipline, it shall be imposed. If the officer refuses to accept the discipline, the matter shall be referred to a trial board.

(5) The Worcester County Administrative Charging Committee's decision (endorsement or rejection) on a proposed settlement must be made within 1 year and 1 day after the filing of a complaint by a citizen.

16. Conflict with State law.

If State law no longer requires an Administrative Charging Committee, this Article is no longer applicable.

Article IV Trial Board

17. Trial Board.

There shall be a Worcester County Trial Board to hear matters charged by the Worcester County Administrative Charging Committee on which an officer of a law enforcement agency elects trial.

18. Composition.

A. The Trial Board will be composed of:

(1) An actively serving or retired Administrative Law Judge or a retired Judge of the District or a Circuit Court, appointed by the County Commissioners and confirmed by the County Commissioners.

(2) A civilian, who is not a member of an Administrative Charging Committee or Worcester County Police Accountability Board, appointed by the Worcester County Police Accountability Board.

(3) A police officer of equal rank to the police officer who is accused of misconduct, appointed by the head of the law enforcement agency.

B. A civilian appointee must meet the eligibility criteria for both the Worcester County Police Accountability Board and the Worcester County Administrative Charging Committee in order to serve on the Trial Board. Up to 5 civilian appointees may be pre-appointed by the Worcester County Police Accountability Board to be eligible to serve as a voting member of a Trial Board as needed.

C. Removal; resignation.

(1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decide to remove a member prior to the end of the member's term, the member must be notified in writing by the County Commissioners.

(2) Members may resign from the Worcester County Trial Board at any time by notifying the County Commissioners.

D. The County Commissioners shall set a budget and oversee the staff of the Trial Board.

E. The County Commissioners shall establish the procedures for record keeping by the Trial Board.

F. The Trial Board may not adopt any rules or regulations outside of perfunctory clerical matters.

G. The actively serving or retired administrative law judge or the retired judge of the district court or a circuit court shall:

(1) Be the chair of the Trial Board;

(2) Be responsible for ruling on all motions before the Trial Board; and

(3) Prepare the written decision of the Trial Board, including the findings, conclusions, and recommendations of the Trial Board.

19. Rules of Procedure.

A. The charges brought by the Worcester County Administrative Charging Committee are presented by the law enforcement agency from which the charged officer was employed at the time of the alleged event. The law enforcement agency cannot decline to proceed on the charges brought by the Worcester County Administrative Charging Committee. The law enforcement agency may hire outside counsel to represent and present the charges on behalf of the agency. The individual presenting the case in support of the charges brought by the Administrative Charging Committee has wide discretion in the manner in which the case will be presented to the Trial Board.

B. The law enforcement officer is entitled to representation by counsel, but not at the expense of the County or the Law Enforcement Agency at which the officer worked at the time of the alleged event.

C. The entire investigative file of the Law Enforcement Agency and of the Administrative Charging Committee shall be provided to the charged law enforcement officer no later than 30 days before the hearing. Along with the charges, the officer shall be notified of the date, time, location of the hearing and the names of the members who shall sit as the Trial Board. Officers can strike Trial Board members for good cause shown. A motion to strike must be submitted, in writing, to the judge of the Trial board 5 days after the notice is sent. The Trial Board members not alleged to have a conflict then shall determine if a conflict exists. That decision must be unanimous and be made 5 days after the filing of the motion to strike. If a conflict exists,

the appropriate appointing authority shall submit a new name no later than 10 days after the Trial Board's determination of a conflict.

D. All members of the Trial Board must be present for an adjudicatory hearing.

E. The law enforcement agency has the burden of proof by a preponderance of the evidence. The charged officer need not present any evidence or call any witnesses and these decisions may not be held against the charged officer by the Trial Board.

F. When a Trial Board determines that the law enforcement agency has met the required burden of proof for a charge, it shall adjudicate that charge as "sustained". When a Trial Board determines that the law enforcement agency has not met the required burden of proof for a charge, it shall adjudicate that charge as "not sustained".

G. For each charge, the majority of Trial Board members must agree that the law enforcement agency has met the required burden of proof to adjudicate a charge as "sustained". If a majority of Trial Board members do not agree that the burden of proof has been met for a charge, then the charge shall adjudicated as "not sustained".

H. The Trial Board shall give the law enforcement agency and law enforcement officer ample opportunity to present their respective cases concerning the charges.

I. A Trial Board may administer oaths and issue witness subpoenas as necessary. Witnesses will be sworn under oath and proceedings shall be recorded. Each party has the right to cross-examine witnesses who testify and each party may submit rebuttal evidence.

J. Evidence with probative value that is commonly accepted by reasonable and prudent individuals in the conduct of their affairs is admissible and shall be given probative effect.

K. The Trial Board shall give effect to the rules of privilege recognized by the Maryland Rules and all other applicable law and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence. The Trial Board may not infer an admission of guilt from a charged police officer who does not testify. The law enforcement agency may not call the charged officer to testify. The Trial Board may order witnesses to remain sequestered during the hearing upon motion by either party.

L. Each record or document that a party desires to use shall be offered and made a part of the record upon admission by the Trial Board.

M. Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.

N. Trial Board proceedings shall be open to the public, except to protect:

(1) A victim's identity.

(2) Personal privacy of an individual.

(3) A child witness.

(4) Medical records.

(5) Identity of a confidential source.

(6) An investigation technique or procedure.

(7) The life or physical safety of an individual.

O. A complainant has the right to be notified of a Trial Board hearing and, except as provided above, the right to attend the hearing. A complainant is not a party to the hearing, but may be called as a witness by either the litigating agency or the charged officer.

P. Upon the conclusion of each party's case, the Trial Board, in closed session, shall deliberate based solely on the evidence presented. A finding shall be issued before the Trial Board adjourns and, in open session, the judge shall deliver the holding of the Trial Board.

Q. If the charges against an officer are sustained by the Trial Board, the Trial Board shall provide the opportunity for the litigating agency, the officer, any character witnesses on behalf of the officer, and the complainant, to comment on what discipline should be imposed. After hearing from the aforementioned persons, the Trial Board shall impose a discipline in accordance with the Statewide Disciplinary Matrix before adjourning. A police officer may only be disciplined for cause.

R. Within 45 days after the final hearing by a Trial Board, the Trial Board shall issue a written decision reflecting the findings, conclusions, and recommendations of a majority of the Trial Board.

20. Appeal.

The police officer whose administrative charges are sustained may appeal within 30 days after the date of issuance of a decision to the Circuit Court for Worcester County.

21. Conflict with State Law.

In the event that there is a conflict with State law, the State law shall control. In the event that the State law no longer requires a trial board, this Article is no longer applicable.

22. Local Use of Trial Board.

If allowed by law, Worcester County entities that elect to not operate their own law enforcement review boards, may utilize the county's Trial Board. Any costs associated with the utilization of the Trial Board shall be paid by the entity from which the agency subject to the review derives.

AND BE IT FURTHER RESOLVED that this resolution takes effect upon passage.

PASSED AND ADOPTED this _____ day of_____, 2022:

Attest:

_____
Weston S. Young
Chief Administrative Officer

County Commissioners of Worcester County, Maryland

_____
Joseph M. Mitrecic, President

_____
Theodore J. Elder, Vice President

_____
Anthony W. Bertino, Jr., Commissioner

_____
Madison J. Bunting, Jr., Commissioner

_____
James C. Church, Commissioner

_____
Joshua C. Nordstrom, Commissioner

_____
Diana Purnell, Commissioner

RESOLUTION NO. 22-__
RESOLUTION ___

Recitals

A. In 2021, the Maryland General Assembly passed House Bill 670, also known as the Maryland Police Accountability Act of 2021, that becomes effective on July 1, 2022 and requires Worcester County to establish a Police Accountability Board.

B. House Bill 670 also requires the County to have an Administrative Charging Committee to serve countywide law enforcement agencies and local law enforcement agencies in the County.

C. House Bill 670 also requires the County to establish a trial board process.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that a Police Accountability Board, a Charging Committee, and ability to create trial boards are established and will be governed by the following rules and procedures:

Article I: General Provisions

1. Definitions.

As used in this resolution, the following terms shall have the meanings indicated:

A. Agency review: A thorough evaluation of the entire completed investigative file by the agency head. The agency review is not complete until the agency head determines that the investigative file is ready to be forwarded to the Administrative Charging Committee.

B. Agency Head: A police chief, sheriff, administrator, department head, an individual in an equivalent position, or designee, or an individual appointed, employed, or elected to manage, administer, or supervise a law enforcement agency, or a designee. An agency head includes an officer designated by the head of a law enforcement agency, or to act on behalf of the agency head.

C. Body Camera Footage: Any law enforcement agency audio/visual recording.

D. Conflict of interest: A real or seeming incompatibility between one's private interests and one's official responsibilities in a position of trust.

E. Law Enforcement Agency: A governmental police force, sheriff's office, security force or law enforcement-organization of

Worcester County or another entity within Worcester County that by statute, ordinance, or common law is authorized to enforce the general criminal laws of the State.

F. Good Moral Character: The possession of honesty and truthfulness, trustworthiness and reliability, and a professional commitment to the legal process and the administration of justice, as well as the condition of being regarded as possessing such qualities.

G. Officer: Any employee of a county law enforcement agency who is authorized to enforce the general criminal laws of the State, County, or a municipal corporation.

H. Police Misconduct: A pattern, a practice, or conduct by a police officer or law enforcement agency that includes:

(1) depriving persons of rights protected by the constitution or laws of the State or the United States;
(2) a violation of a criminal statute; or
(3) a violation of law enforcement agency standards and policies.

G. Other definitions: Terms not specifically defined above that are expressly defined in the Annotated Code of Maryland, Public Safety Art. § 3-101 et seq. and any COMAR regulations promulgated under it shall have the same meanings given to them by those provisions.

2. Standing.

A. Unless otherwise authorized by State law, only a person, or the designee of such person, who experienced the alleged police misconduct may file a complaint of police misconduct.

B. A complaint of police misconduct by an officer of a law enforcement agency must be filed in accordance with the officer's agency's internal policy. A complaint of police misconduct may be filed with the Police Accountability Board by an officer of a law enforcement agency if an internal agency policy does not exist.

C. A complaint of police misconduct may only be filed under this Resolution if the alleged misconduct was carried out by an officer acting or making the representation of acting on behalf of a law enforcement agency.

3. Filing a Complaint; Statute of Limitations.

A. A complaint of misconduct must be submitted using the complaint form adopted by the Police Accountability Board.

B. A complaint of misconduct must be submitted to the headquarters of the law enforcement agency where the police officer against whom the misconduct is alleged is employed or, if being submitted to the Police Accountability Board, to the County Commissioners.

C. A complaint of police misconduct may not be filed under this Resolution for events before July 1, 2022. A claim of a pattern or practice of police misconduct may rely on events which occurred before July 1, 2022, upon the claim of the continuation of the pattern or practice on or after July 1, 2022.

D. A complaint of police misconduct must be filed within 45 days of the date the misconduct allegedly occurred unless otherwise provided for by Maryland law. A claim of a pattern or practice of police misconduct may rely on events from up to 3 years earlier.

4. Ethics.

Any member of the Worcester County Police Accountability Board, Worcester County Administrative Charging Committee, or the Trial Board must comply with the Worcester County Ethics laws (County Government Article 5 of the Worcester County Code).

5. Police Accountability Board.

There shall be a Worcester County Police Accountability Board to serve law enforcement agencies within Worcester County consistent with state law.

6. Duties.

A. The Worcester County Police Accountability Board shall:

(1) Hold quarterly meetings with heads of law enforcement agencies and otherwise work with law enforcement agencies and the County government to improve matters of policing.

(2) Appoint civilian members to charging committee and trial boards.

(3) Receive complaints of police misconduct filed by members of the public.

(4) On a quarterly basis, review outcomes of disciplinary matters considered by charging committees.

(5) On or before December 31 of each year, submit a report to the Board of Worcester County Commissioners.

7. Membership.

A. The Worcester County Police Accountability Board shall consist of 7 members, one of whom shall serve as Chair.

B. The County Commissioners shall appoint each member and the Chair of the Worcester County Police Accountability Board.

C. Terms.

(1) Subject to paragraph (3) below, the term for each member of the Worcester County Police Accountability Board shall be two years.
(2) Members terms shall be staggered such that the terms of 3 members end in one year, and the terms of 4 members end the following year.
(3) For the initial term following the establishment of the Worcester County Police Accountability Board, the County Commissioners shall delineate the 3 members, at the time of the appointment, who shall serve a 1-year term.
(4) Members may serve for no more than three consecutive terms.

D. Removal; resignation.

(1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decide to remove a member before the end of the member's term, the County Commissioners must inform the member in writing of the date of termination from the Worcester County Police Accountability Board.

(2) A member who fails to maintain confidentiality, as required herein, of all Worcester County Police Accountability Board matters shall be removed from the Worcester County Police Accountability Board immediately by the County Commissioners.

(3) Members may resign from the Worcester County Police Accountability Board at any time by notifying the County Commissioners and the Chair of the Worcester County Police Accountability Board in writing.

E. Eligibility criteria.

(1) Each member must be 21 years of age, or older.

(2) Each member must be a legal resident or citizen of the United States, be a resident of Worcester County, and provide proof of residency or citizenship.

(3) Each member must sign an agreement to maintain confidentiality of all Worcester County Police Accountability Board matters related to individual complaints until final disposition and all appeals have been exhausted.

(4) Members must complete required training before serving on a Worcester County Police Accountability Board. The required training shall be set by the County Commissioners.

(5) Members must be of good moral character.

(6) Prospective members must submit to a background investigation by the Worcester County Sheriff's Office. A background investigation shall include, but is not limited to, a review of the applicant's social media presence. The results of the background investigation shall be submitted to the County Commissioners.

(7) To the extent practicable, the membership shall reflect the racial, gender, and cultural diversity of Worcester County.

(9) To the extent practicable, a person is not eligible to serve on the Worcester County Police Accountability Board if that person:

i. Has an actual conflict of interest or an appearance of a conflict of interest, as determined by the County Commissioners;

ii. Is under criminal investigation by any law enforcement agency;

iii. Is currently charged with a crime that is pending before any court;

iv. Has been convicted of, or has received Probation Before Judgment for a felony or misdemeanor for which a sentence of imprisonment for 1 year or more could have been imposed;

v. Is an active police officer; or

vi. Is an active employee of Worcester County or an entity within Worcester County with a law enforcement agency;

(10) To the extent practicable, the Chair of the Worcester County Police Accountability Board must:

i. Be a retired sworn law enforcement officer who retired in good standing with at least 20 years of service in a Maryland Law Enforcement Agency or Federal Law Enforcement Agency;

ii. Have been the head of a law enforcement agency, or in a command position within a law enforcement agency; and

iii. Have academic credentials that include:

a. Degree from an accredited college or university with a major in either pre-law, police administration, or criminal justice; or

b. Completion of the FBI National Academy, The Northwestern School of Police Staffing and Command, or The Johns Hopkins University Police Executive Leadership Program.

(11). Members have an ongoing and continuous obligation to immediately report to the Chair of the Worcester County Police Accountability Board any event that may harm the public trust of the Worcester County Police Accountability Board, including:

(i) Conflicts of interest;
(ii) Criminal charges;
(iii)Criminal investigations; and
(iv)Criminal convictions.

8. Administration.

A. The County Commissioners must submit a budget and oversee any staff for the Board.

B. A complaint of police misconduct filed with the Worcester County Police Accountability Board or with a law enforcement agency that employs the officer who is subject to the complaint must include:

(1) The name of the police officer accused of misconduct.

(2) A description of the facts on which the complaint is based.

(3) Contact information of the complainant or a person filing on behalf of the complainant for investigative follow-up.

C. A complaint does not need to be notarized.

D. A complaint of police misconduct filed with the board shall be forwarded to the appropriate law enforcement agency within 3 days after receipt by the Board.

E. The County Commissioners shall establish the procedures for record keeping by the Worcester County Police Accountability Board.

F. The Chair shall follow Robert's Rules of Order, and:

(1) Establish the meeting schedule;
(2) Establish a written agenda for each meeting and send it to each member in advance of each meeting;
(3) Call each meeting to order;
(4) Coordinate the meeting in accord with the agenda;
(5) Invite discussion among members before voting;
(6) Invite motions, seconds and votes from members;
(7) Ensure that a record is kept of all business of the Worcester County Police Accountability Board;
(8) Promptly report to the County Commissioners any concern or event involving a member that may harm the public trust of the Worcester County Police Accountability Board. Such events include but are not limited to:
   i. Conflicts of interest;
   ii. Criminal charges;
   iii. Criminal investigations;
   iv. Criminal convictions.

G. Quorum; manner of attendance.

(1) At least 4 members must be in attendance before the Worcester County Police Accountability Board may conduct business. Meetings shall be conducted either in person or remotely via secure video connection, which shall be determined by the Chair.

(2) The Board may not adopt any rules and regulations outside of perfunctory clerical matters.

9. Conflict of State Law.

If there is a conflict with State law, the State law shall control. If State law no longer requires a Police Accountability Board, this Article is no longer applicable.

Article III Administrative Charging Committee

10. Administrative Charging Committee.

There shall be a Worcester County Administrative Charging Committee to serve law enforcement agencies.

11. Composition of the Administrative Charging Committee.

A. The committee will be composed of:

(1) The Chair of Worcester County's Police Accountability Board, or another member of the Worcester County Accountability Board designated by the Chair.

(2) Two civilian members selected by the Worcester County Police Accountability Board.

(3) Two civilian members selected by the County Commissioners.

B. Eligibility criteria.

(1) Each member must be 21 years of age, or older.

(2) Each member must be a legal resident or citizen of the United States and provide proof of legal residency or citizenship.

(3) Each member must sign an agreement to maintain confidentiality of all Worcester County Administrative Charging Committee matters until final disposition and all appeals have been exhausted.

(4) Members must successfully complete the Police Training and Standards Commission required training before serving on the Worcester County Administrative Charging Committee.

(5) Each member's principal residence must be in Worcester County and provide proof of residency.

(6) Members must be of good moral character and free from bias that would negatively impact the integrity of

the Worcester County Administrative Charging Committee.

(7) Prospective members must submit to a background investigation by the Worcester County Sheriff's Office. A background investigation shall include, but is not limited to, a review of the applicant's social media presence. The results of the background investigation shall be submitted to the County Commissioners.

C. Neither the County Commissioners nor a selecting or appointing authority shall select or appoint any person to serve on the Worcester County Administrative Charging Committee, and such person is not eligible to serve on the Worcester County Administrative Charging Committee, if that person:

(1) Has an actual conflict of interest or an appearance of a conflict of interest, as determined by the County Commissioners;

(2) Is under criminal investigation by any law enforcement agency;

(3) Is currently charged with a crime that is pending before any court; or

(4) Has been convicted of, or has received Probation Before Judgment for a felony or misdemeanor for which a sentence of imprisonment for 1 year or more could have been imposed.

D. Self-reporting. Members have an ongoing and continuous obligation to immediately report to the Chair of the Worcester County Administrative Charging Committee any event that may harm the public trust of the Worcester County Administrative Charging Committee. Such events include but are not limited to:

(1) Conflicts of interest;

(2) Criminal charges;

(3) Criminal investigations; and

(4) Criminal convictions.

E. Terms.

(1) Subject to paragraph (3) below, the term for each member of the Worcester County Administrative Charging Committee shall be two years.

(2) The term of a Worcester County Administrative Charging Committee member shall be staggered such that the terms

of 2 members shall end in one year, and the terms of 3 members end the following year.

(3) For the initial term following the establishment of the Worcester County Administrative Charging Committee, one civilian selected by the Worcester County Police Accountability Board and one civilian selected by the President of the Board of County Commissioners shall each serve a 1 year term. The 3 remaining members shall serve 2 year terms.

(4) Members may serve for no more than 3 consecutive terms.

F. Removal; resignation.

(1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decides to remove a member prior to the end of the member's term, the member and the Chair of the Worcester County Administrative Charging Committee must be notified in writing by the County Commissioners. A majority vote of the County Commissioners is required to remove a member.

(2) A member who fails to maintain confidentiality of all Worcester County Administrative Charging Committee matters shall be removed from the Worcester County Administrative Charging Committee immediately by the County Commissioners.

(3) Members may resign from a Worcester County Administrative Charging Committee at any time by notifying the County Commissioners and the Chair of the Worcester County Administrative Charging Committee in writing.

G. The County Commissioners shall set a budget and oversee the staff of the Worcester County Administrative Charging Committee.

H. The County Commissioners shall establish the procedures for record keeping by the Worcester County Administrative Charging Committee.

12. Selection of a chairperson; responsibilities.

A. The members of the Worcester County Administrative Charging Committee shall choose a Chairperson from their membership.

B. The Chair shall follow Robert's Rules of Orders, and:

(1) Establish the meeting schedule, with a minimum of one meeting per month;
(2) Establish a written agenda for each meeting and send it to each member in advance of each meeting;
(3) Call each meeting to order;
(4) Coordinate the meeting in accord with the agenda;
(5) Invite discussion among members before voting;
(6) Invite motions, seconds and votes from members;
(7) Ensure that a record is kept of all business of the Worcester County Administrative Charging Committee.
(8) Promptly report to the County Commissioners any concern or event involving a member that may harm the public trust of the Worcester County Administrative Charging Committee. Such events include but are not limited to:
    i. Conflicts of interest;
    ii. Criminal charges;
    iii. Criminal investigations; and
    iv. Criminal convictions.

13. Meetings.

A. The Open Meetings Act does not apply to meetings of the Worcester County Administrative Charging Committee, and they are not open to the public.
B. Subject to item 13.C below, each Worcester County Administrative Charging Committee must establish a schedule so that they can make determinations in all pending matters within 30 days after an agency completes its investigation.
C. The Worcester County Administrative Charging Committee must issue a determination and disposition of every matter within 1 year and 1 day after the initial filing of a complaint by a citizen.
D. In order to maintain confidentiality, Worcester County shall ensure that the Worcester County Administrative Charging Committee uses secure methods to electronically transmit files, notes, and all other documents pertaining to an investigation.
E. Quorum; manner of attendance.
    i. Three members must be in attendance before the Worcester County Administrative Charging Committee may conduct business.
    ii. Meetings shall be conducted either in person or remotely via secure video connection which shall be determined by the Chair.

iii. The Worcester County Administrative Charging Committee may not adopt any rules or regulations outside of perfunctory clerical matters.

F. Law Enforcement Agency Investigation

(1) Complaints from the public that meet the eligibility requirements for a mediation program, under state law, may, subject to the agreement of the complainant, be handled outside of the complaint process articulated in this Resolution.

(2) Complaints from the public handled through mediation will be tracked with other citizen complaints for accountability.

(3) Upon receipt of a complaint of alleged police misconduct from the Worcester County Police Accountability Board or member of the public, the law enforcement agency shall complete a thorough investigation.

(4) The agency head may include a written recommendation for the Worcester County Administrative Charging Committee to consider regarding the matter. The recommendation may include the agency head's opinion regarding:

i. whether or not the law enforcement officer should be disciplined;
ii. aggravating or mitigating facts or circumstances;
iii. if appropriate, any recommended alternatives to discipline; and
iv. if the agency head feels that discipline is warranted, a specific recommendation for discipline in accordance with the Statewide Disciplinary Matrix, approved by the Police Training and Standards Commission.

(5) Upon completion of an investigation, the investigating agency shall forward the investigative files of the completed investigation to the Worcester County Administrative Charging Committee within 3 business days after the later of:

i. the completed agency review, or
ii the agency head issuing a written recommendation for the Worcester County Administrative Charging Committee to consider regarding the matter.

14. Deliberations and Recommendation.

A. Deliberations. Upon receipt of the completed investigation from the investigating agency, the committee then:

(1) Reviews the findings of a law enforcement agency's investigation;

(2) Reviews body camera footage or other audio/visual footage submitted with the investigative file that may be relevant to the matters covered in the complaint of misconduct;

(3) Authorizes a police officer called to appear before a charging committee to be accompanied by a representative;

(4) May request information or action from the law enforcement agency that conducted the investigation such as requiring further investigation and the issuance of subpoenas; and

(5) Shall review and determine or ask for further review within 30 days after completion of the investigating agency's review.

B. Voting

(1) Decisions of the Worcester County Administrative Charging Committee shall be made by majority vote of the members in attendance.

(2) Each member shall cast one vote and shall not abstain unless the member has a conflict of interest.

i. The member with the potential conflict of interest must proactively announce the existence of the potential conflict of interest prior to any discussion of the matter.

ii. The members shall discuss the details of the potential conflict of interest and if the majority determines that the conflict (or the appearance of a conflict) is such that the member with the conflict should not be involved, that member shall be excused from the meeting before any consideration of the matter and shall return only after voting on the matter has concluded.

C. Recommendations

(1) The Worcester County Administrative Charging Committee makes a determination whether to administratively charge the officer. If the determination is that administrative charges should be filed, the discipline recommendation shall be in accordance with the Statewide Disciplinary Matrix.

(2) The Worcester County Administrative Charging Committee shall not administratively charge an officer for conduct arising from an incident for which the officer has previously been disciplined or sanctioned or the Worcester County Administrative Charging Committee has already made a determination whether to administratively charge.

(3) The Worcester County Administrative Charging Committee shall issue a written opinion that describes in detail its findings, determinations, and recommendations. If the agency head submits a written recommendation, the Worcester County Administrative Charging Committee shall consider the recommendation before making a final decision. The Worcester County Administrative Charging Committee shall note their consideration of the agency head's written recommendation in the Worcester County Administrative Charging Committee's written opinion.

(4) The Worcester County Administrative Charging Committee shall forward the written opinion, within 5 business days of its completion, to the agency head, the police officer, and complainant.

(5) If the officer is not charged, the Worcester County Administrative Charging Committee may make a determination that the allegations are "Unfounded" or the officer is "Exonerated."

(6) The Worcester County Administrative Charging Committee may record, in writing, any failure of supervision that caused or contributed to a police officer's misconduct.

(7) Each member must maintain confidentiality relating to a matter being considered until the final disposition of the matter and all appeals have been exhausted.

15. Settlement Negotiations.

A. An agency head is authorized, at their sole discretion, to engage in settlement negotiations with a police officer or the officer's representative.

B. Tentative settlements must be completed within 10 business days from the date the officer received the written recommendation issued by the Worcester County Administrative Charging Committee.

C. If a tentative settlement agreement is reached that proposes discipline below that recommended by the Worcester County Administrative Charging Committee, the agency head shall forward the tentative agreement to the Worcester County Administrative Charging Committee for the Worcester County Administrative Charging Committee's review within 5 days of reaching tentative agreement.

(1) Upon receiving the tentative agreement, the Worcester County Administrative Charging Committee may:

i. Endorse the proposed settlement agreement and authorize the agency head to impose the discipline agreed upon, or

ii. Reject the proposed settlement agreement and inform the agency head that the Worcester County Administrative Charging Committee's original disciplinary determination stands.

(2) If the Worcester County Administrative Charging Committee endorses the agreement, either affirmatively or by taking no action within 10 business days, the agency head shall impose the agreed upon discipline.

(3) If the Worcester County Administrative Charging Committee rejects the proposed agreement, the agency head shall offer the Worcester County Administrative Charging Committee's original disciplinary determination to the officer.

(4) If the officer accepts the discipline, it shall be imposed. If the officer refuses to accept the discipline, the matter shall be referred to a trial board.

(5) The Worcester County Administrative Charging Committee's decision (endorsement or rejection) on a proposed settlement must be made within 1 year and 1 day after the filing of a complaint by a citizen.

16. Conflict with State law.

If State law no longer requires an Administrative Charging Committee, this Article is no longer applicable.

Article IV Trial Board

17. Trial Board.

There shall be a Worcester County Trial Board to hear matters charged by the Worcester County Administrative Charging Committee on which an officer of a law enforcement agency elects trial.

18. Composition.

A. The Trial Board will be composed of:

(1) An actively serving or retired Administrative Law Judge or a retired Judge of the District or a Circuit Court, appointed by the County Commissioners and confirmed by the County Commissioners.

(2) A civilian, who is not a member of an Administrative Charging Committee or Worcester County Police Accountability Board, appointed by the Worcester County Police Accountability Board.

(3) A police officer of equal rank to the police officer who is accused of misconduct, appointed by the head of the law enforcement agency.

B. A civilian appointee must meet the eligibility criteria for both the Worcester County Police Accountability Board and the Worcester County Administrative Charging Committee in order to serve on the Trial Board. Up to 5 civilian appointees may be pre-appointed by the Worcester County Police Accountability Board to be eligible to serve as a voting member of a Trial Board as needed.

C. Removal; resignation.

(1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decide to remove a member prior to the end of the member's term, the member must be notified in writing by the County Commissioners.
(2) Members may resign from the Worcester County Trial Board at any time by notifying the County Commissioners.

D. The County Commissioners shall set a budget and oversee the staff of the Trial Board.

E. The County Commissioners shall establish the procedures for record keeping by the Trial Board.

F. The Trial Board may not adopt any rules or regulations outside of perfunctory clerical matters.

G. The actively serving or retired administrative law judge or the retired judge of the district court or a circuit court shall:

(1) Be the chair of the Trial Board;

(2) Be responsible for ruling on all motions before the Trial Board; and

(3) Prepare the written decision of the Trial Board, including the findings, conclusions, and recommendations of the Trial Board.

19. Rules of Procedure.

A. The charges brought by the Worcester County Administrative Charging Committee are presented by the law enforcement agency from which the charged officer was employed at the time of the alleged event. The law enforcement agency cannot decline to proceed on the charges brought by the Worcester County Administrative Charging Committee. The law enforcement agency may hire outside counsel to represent and present the charges on behalf of the agency. The individual presenting the case in support of the charges brought by the Administrative Charging Committee has wide discretion in the manner in which the case will be presented to the Trial Board.

B. The law enforcement officer is entitled to representation by counsel, but not at the expense of the County or the Law Enforcement Agency at which the officer worked at the time of the alleged event.

C. The entire investigative file of the Law Enforcement Agency and of the Administrative Charging Committee shall be provided to the charged law enforcement officer no later than 30 days before the hearing. Along with the charges, the officer shall be notified of the date, time, location of the hearing and the names of the members who shall sit as the Trial Board. Officers can strike Trial Board members for good cause shown. A motion to strike must be submitted, in writing, to the judge of the Trial board 5 days after the notice is sent. The Trial Board members not alleged to have a conflict then shall determine if a conflict exists. That decision must be unanimous and be made 5 days after the filing of the motion to strike. If a conflict exists,

the appropriate appointing authority shall submit a new name no later than 10 days after the Trial Board's determination of a conflict.

D. All members of the Trial Board must be present for an adjudicatory hearing.

E. The law enforcement agency has the burden of proof by a preponderance of the evidence. The charged officer need not present any evidence or call any witnesses and these decisions may not be held against the charged officer by the Trial Board.

F. When a Trial Board determines that the law enforcement agency has met the required burden of proof for a charge, it shall adjudicate that charge as "sustained". When a Trial Board determines that the law enforcement agency has not met the required burden of proof for a charge, it shall adjudicate that charge as "not sustained".

G. For each charge, the majority of Trial Board members must agree that the law enforcement agency has met the required burden of proof to adjudicate a charge as "sustained". If a majority of Trial Board members do not agree that the burden of proof has been met for a charge, then the charge shall adjudicated as "not sustained".

H. The Trial Board shall give the law enforcement agency and law enforcement officer ample opportunity to present their respective cases concerning the charges.

I. A Trial Board may administer oaths and issue witness subpoenas as necessary. Witnesses will be sworn under oath and proceedings shall be recorded. Each party has the right to cross-examine witnesses who testify and each party may submit rebuttal evidence.

J. Evidence with probative value that is commonly accepted by reasonable and prudent individuals in the conduct of their affairs is admissible and shall be given probative effect.

K. The Trial Board shall give effect to the rules of privilege recognized by the Maryland Rules and all other applicable law and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence. The Trial Board may not infer an admission of guilt from a charged police officer who does not testify. The law enforcement agency may not call the charged officer to testify. The Trial Board may order witnesses to remain sequestered during the hearing upon motion by either party.

L. Each record or document that a party desires to use shall be offered and made a part of the record upon admission by the Trial Board.

M. Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.

N. Trial Board proceedings shall be open to the public, except to protect:

(1) A victim's identity.

(2) Personal privacy of an individual.

(3) A child witness.

(4) Medical records.

(5) Identity of a confidential source.

(6) An investigation technique or procedure.

(7) The life or physical safety of an individual.

O. A complainant has the right to be notified of a Trial Board hearing and, except as provided above, the right to attend the hearing. A complainant is not a party to the hearing, but may be called as a witness by either the litigating agency or the charged officer.

P. Upon the conclusion of each party's case, the Trial Board, in closed session, shall deliberate based solely on the evidence presented. A finding shall be issued before the Trial Board adjourns and, in open session, the judge shall deliver the holding of the Trial Board.

Q. If the charges against an officer are sustained by the Trial Board, the Trial Board shall provide the opportunity for the litigating agency, the officer, any character witnesses on behalf of the officer, and the complainant, to comment on what discipline should be imposed. After hearing from the aforementioned persons, the Trial Board shall impose a discipline in accordance with the Statewide Disciplinary Matrix before adjourning. A police officer may only be disciplined for cause.

R. Within 45 days after the final hearing by a Trial Board, the Trial Board shall issue a written decision reflecting the findings, conclusions, and recommendations of a majority of the Trial Board.

20. Appeal.

The police officer whose administrative charges are sustained may appeal within 30 days after the date of issuance of a decision to the Circuit Court for Worcester County.

21. Conflict with State Law.

In the event that there is a conflict with State law, the State law shall control. In the event that the State law no longer requires a trial board, this Article is no longer applicable.

22. Local Use of Trial Board.

If allowed by law, Worcester County entities that elect to not operate their own law enforcement review boards, may utilize the county's Trial Board. Any costs associated with the utilization of the Trial Board shall be paid by the entity from which the agency subject to the review derives.

AND BE IT FURTHER RESOLVED that this resolution takes effect upon passage.

PASSED AND ADOPTED this _____ day of_____, 2022:

Attest:

_____
Weston S. Young
Chief Administrative Officer

County Commissioners of Worcester County, Maryland

_____
Joseph M. Mitrecic, President

_____
Theodore J. Elder, Vice President

_____
Anthony W. Bertino, Jr., Commissioner

_____
Madison J. Bunting, Jr., Commissioner

_____
James C. Church, Commissioner

_____
Joshua C. Nordstrom, Commissioner

_____
Diana Purnell, Commissioner

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

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

OFFICE OF THE
COUNTY COMMISSIONERS
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET• ROOM 1103
SNOW HILL, MARYLAND
21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
JOSEPH E. PARKER, III
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

June 14, 2022

TO: Worcester County Commissioners
FROM: Karen Hammer, Administrative Assistant V
SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2021

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (8), which have current or upcoming vacancies (15). The annual report for each board is also included. I have circled the members whose terms have expired or will expire on each of these boards.

President Mitrecic - You have assigned all positions

Commissioner Bunting - You have **Three (3)** position needed:

- David Deutsch - Term Ending - Dec. 21- Ethics Board
- Gregory Sauter - Resigned - Dec. 21 - Water and Sewer Advisory Council Ocean Pines
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Nordstrom - You have assigned all positions

Commissioner Church - You have **Five (5)** positions open:

- Martin Kwesko - Term Ending - Dec. 21-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 Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

Commissioner Purnell - You have assigned all positions

Commissioner Elder - You have assigned all positions

Commissioner Bertino – Vanessa Alban – Commission For Women

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COUNTY ATTORNEY

All Commissioners:

- **(1)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist - The Health Department is researching for a suitable candidate for this position.

- **(1) -Drug and Alcohol Abuse Council - 1 Position** - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however,** if the Commissioners have someone they'd like to appoint, please advise.

- **(4)** - At Large position on **Local Development Council For the Ocean Downs Casino-4** yr. Mark Wittmyer (Business-Ocean Pines) Terms Ending-Dec. 21 for (3)- Gee Williams (Church), Bob Gilmore (Bertino), David Massey (At-Large-Business O.P.)

- **(1) - Water and Sewer Advisory Council-Ocean Pines (D-6-Bunting)-** (1) Term Ending and Resignation Dec. 21.- Gregory Sauter

- **(3) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1)-Term Ending-Dec. 21- Martin Kwesko

- **(1)- Water and Sewer Advisory Council- West Ocean** City-(1) Term Endings-Dec. 21 - Keith Swanton

- **(3) - Commission for Women-Elizabeth** Rodier, (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), Vanessa Alban (Bertino)

Pending Board Appointments - By Commissioner

District 1 - Nordstrom Thank you! All of your positions are assigned.

District 2 - Purnell

Thank you! All of your positions are assigned.

District 3 - Church

p. 10 - Water & Sewer - Mystic Harbour - Martin Kwesko
p. 10 - Water & Sewer - Mystic Harbour - Richard Jendrek
p. 10 - Water & Sewer - Mystic Harbour - Bruce Burns
p. 12 - Water and Sewer Advisory Board -West Ocean City - Keith Swanton
p. 13 - Commission for Women - Elizabeth Rodier

District 4 - Elder Thank you! All of your positions are assigned.

District 5 - Bertino p. 13 – Commission For Women – Vanessa Alban

District 6 - Bunting

p. 9 – Ethics Board – David Deutsch
p. 11 – Water and Sewer Advisory Council Ocean Pines – Gregory Sauter - resigned
p. 13 – Commission For Women – Susan Childs - resigned

District 7 - Mitrecic

Thank you! All of your positions are assigned.

All Commissioners

p. 4 (1) – Adult Public Guardianship Board- (1) Vacancy - Psychiatrist

p. 6 (1) -Drug and Alcohol Abuse Council - 1 Position - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.

p. 8 (4) - At Large position on **Local Development Council For the Ocean Downs Casino**-4 yr. Mark Wittmyer (Business – Ocean Pines) Terms Ending – Dec. 21 for (3) – Gee Williams (Church), Bob Gilmore (Bertino), David Massey (At-Large- Business O.P.)

p. 10 (3) - Water and Sewer Advisory Council – Mystic Harbour (Passing of Richard Jendrek and Bruce Burns) (1) – Term Ending-Dec. 21- Martin Kwesko

p. 11 (1) - Water and Sewer Advisory Council, Ocean Pines – (1) Term Ending - Gregory Sauter

p. 12 (1) - Water and Sewer Advisory Council- West Ocean City – (1) Term Endings – Dec. 21 – Keith Swanton

p. 13 (3) – Commission for Women – Elizabeth Rodier (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), Vanessa Alban (Bertino)

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions:
1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

Member's Name	Representing	Years of Term(s)
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16-19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22
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

* = Appointed to fill an unexpired term

Updated: March 15, 2022
Printed: May 31, 2022

ADULT PUBLIC GUARDIANSHIP BOARD
(Continued)

Prior Members: Since 1972

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 FloryBarbara 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)
Pattie Tingle (15-16)
The Rev. Guy H. Butler
(99-17)Debbie Ritter (07-17)
Dean Perdue (08-17)
Dr. Dia Arpon *(10-18)

* = Appointed to fill an unexpired term

Updated: March 15, 2022
Printed: May 31, 2022

DRUG AND ALCOHOL ABUSE COUNCIL

ITEM 20

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

Name	Representing	Years of Term(s)
	At-Large Members	
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18, 18-22
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18, 18-22
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22
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 Deceased
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
	Ex-Officio Members	
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

Updated: March 15, 2022
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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
Michael McDermott
Marion Butler, Jr.
Judge Richard Bloxom
Paula Erdie
Tom Cetola
Gary James (04-08)
Vickie Wrenn
Deborah Winder
Garry Mumford
Judge Theodore Eschenburg
Andrea Hamilton
Fannie Birckhead
Sharon DeMar Reilly
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

Peter Buesgens
Aaron Dale
Garry Mumford
Sharon Smith
Jennifer Standish
Karen Johnson (14-17)
Rev. Bill Sterling (13-17)
Kat Gunby (16-18)
William McDermott
Sheriff Reggie Mason
Colleen Wareing (*06-19)
Rev. Matthew D'Amario(*18-21)
Donna Nordstron *(19-21)
Jennifer LaMade (*12-22)

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

Updated: March 15, 2022
Printed: May 31, 2022

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:

Member's Name	Nominated By	Represents/Resides	Years of Term(s)
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gee Williams [c]	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey [c]	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting [c]	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
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
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24
Mayor Rick Meehan [c]	At-Large	Business - Ocean City	*09-12-16-20-24

Prior Members: Since 2009

J. Lowell Stoltzfus [c] (09-10)
Mark Wittmyer [c] (09-11)
John Salm [c] (09-12)
Mike Pruitt [c] (09-12)
Norman H. Conway [c] (09-14)
Michael McDermott (10-14)
Diana Purnell [c] (09-14)
Linda Dearing (11-15)
Todd Ferrante [c] (09-16)
Joe Cavilla (12-17)
James N. Mathias, Jr.[c] (09-18)
Ron Taylor [c] (09-14)
James Rosenberg (09-19)
Rod Murray [c] (*09-19)
Charlie Dorman (12-19)

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

Updated: February 2, 2021
Printed: May 31, 2022

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: $100 per meeting

Meetings: As Necessary

Special Provisions:

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

Current Members:

Member's Name	Nominated By	Resides	Years of Term(s)
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22
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, Church	Berlin	*02-05-09-13-17-21-25

Term Ended

Prior Members: (Since 1972)

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

* = Appointed to fill an unexpired term

Updated: March 1, 2022
Printed: May 31, 2022

WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA

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

Appointed by: County Commissioners

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

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

Compensation: $100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

Member's Name	Resides	Years of Term(s)	
~~Martin Kwesko~~	~~Mystic Harbour~~	~~13-17, 17-21~~	Term Ended
Richard Jendrek[C]	Bay Vista I	05-10-14-18, 18-22	Deceased
Matthew Kraeuter	Ocean Reef	19-22	
~~Joseph Weitzell[C]~~	~~Mystic Harbour~~	~~05-11-15-19~~, 19-23	Deceased
Bruce Burns	Deer Point	19-23	
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[C] (05-06)
Brandon Phillips[C] (05-06)
William Bradshaw[C] (05-08)
Buddy Jones (06-08)
Lee Trice[C] (05-10)
W. Charles Friesen[C] (05-13)
Alma Seidel (08-14)
Gerri Moler (08-16)
Mary Martinez (16-18)
Carol Ann Beres (14-18)
Bob Huntt (*06-19)

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

Updated: December 1, 2020
Printed: May 31, 2022

WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: $100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

Name	Resides	Years of Term(s)
Gregory R. Sauter, P.E.	Ocean Pines	17-21 Term Ended
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26

Prior Members: (Since 1993)

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

* = Appointed to fill an unexpired term

Updated: February 1, 2022
Printed: May 31, 2022

WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: $100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

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

Current Members:

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

Prior Members: (Since 1993)

Eleanor Kelly[c] (93-96)
John Mick[c] (93-95)
Frank Gunion[c] (93-96)
Carolyn Cummins (95-99)
Roger Horth (96-04)
Whaley Brittingham[c] (93-13)
Ralph Giove[c] (93-14)
Chris Smack (04-14)
Andrew Delcorro (*14-19)

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

Updated: March 1, 2020
Printed: May 31, 2022

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: ~~Advisory~~

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
4 At-large members, nominations from women's organizations & citizens
4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
No member shall serve more than six consecutive years

Contact: Tamara White and Coleen Colson, Co-Chair
Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

Member's Name	Nominated By	Resides	Years of Term(s)	
Elizabeth Rodier	D-3, Church	Bishopville	18-21	Resigned
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22	
Coleen Colson	Dept of Social Services		19-22	
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22	
Windy Phillips	Board of Education		19-22	
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23	
Kris Heiser	Public Safety – State Attorney Office		21-24	
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	
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23	Resigned
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	

Prior Members: Since 1995

Ellen Pilchard[c] (95-97)
Helen Henson[c] (95-97)
Barbara Beaubien[c] (95-97)
Sandy Wilkinson[c] (95-97)
Helen Fisher[c] (95-98)
Bernard Bond[c] (95-98)
Jo Campbell[c] (95-98)
Karen Holck[c] (95-98)
Judy Boggs[c] (95-98)
Mary Elizabeth Fears[c] (95-98)
Pamela McCabe[c] (95-98)
Teresa Hammerbacher[c] (95-98)
Bonnie Platter (98-00)
Marie Velong[c] (95-99)
Carole P. Voss (98-00)
Martha Bennett (97-00)
Patricia Ilczuk-Lavanceau (98-99)
Lil Wilkinson (00-01)
Diana Purnell[c] (95-01)
Colleen McGuire (99-01)
Wendy Boggs McGill (00-02)
Lynne Boyd (98-01)
Barbara Trader[c] (95-02)
Heather Cook (01-02)
Vyoletus Ayres (98-03)
Terri Taylor (01-03)
Christine Selzer (03)
Linda C. Busick (00-03)
Gloria Bassich (98-03)
Carolyn Porter (01-04)
Martha Pusey (97-03)
Teole Brittingham (97-04)
Catherine W. Stevens (02-04)
Hattie Beckwith (00-04)
Mary Ann Bennett (98-04)
Rita Vaeth (03-04)
Sharyn O'Hare (97-04)
Patricia Layman (04-05)
Mary M. Walker (03-05)
Norma Polk Miles (03-05)
Roseann Bridgman (03-06)
Sharon Landis (03-06)

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

Updated: May 17, 2022
Printed: May 31, 2022

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)
Dee Shorts (04-07)
Ellen Payne (01-07)
Mary Beth Quillen (05-08)
Marge SeBour (06-08)
Meg Gerety (04-07)
Linda Dearing (02-08)
Angela Hayes (08)
Susan Schwarten (04-08)
Marilyn James (06-08)
Merilee Horvat (06-09)
Jody Falter (06-09)
Kathy Muncy (08-09)
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)
Michelle Bankert *(14-18)
Nancy Fortney (12-18)
Cristi Graham (17-18)
Alice Jean Ennis (14-17)
Lauren Mathias Williams *(16-18)
Teola Brittingham *(16-18)
Jeannine Jerscheid *(18-19)
Shannon Chapman (*17-19)
Julie Phillips (13-19)
Bess Cropper (15-19)
Kelly Riwniak *(19-20)
Kelly O'Keane (17-22)

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

Updated: May 17, 2022
Printed: May 31, 2022

MARYLAND'S Coast WORCESTER COUNTY

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

May 23, 2022

TO: *The Daily Times Group* and *The Maryland Coast Dispatch*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: Worcester County Notice of Public Hearing for Rezoning Case 434

Please print the attached Public Hearing Notice in *The Daily Times*/*Worcester County Times*/*Ocean Pines Independent* and *The Maryland Coast Dispatch* on June 2nd, 2022 and June 9th, 2022. Thank you.

NOTICE OF PROPOSED CHANGE IN ZONING
WEST SIDE OF DOWNS ROAD AND NORTH SIDE OF
WORCESTER HIGHWAY (US 113) NORTHEAST OF NEWARK
FOURTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 434 has been filed by Hugh Cropper, IV on behalf of Raynes Land Holdings LLC, property owner, for an amendment to the Official Zoning Maps to change approximately 105.12 acres of land located on the west side of Downs Road and the north side of Worcester Highway (US 113), northeast of Newark in the Fourth Tax District of Worcester County, Maryland, from A-1 Agricultural District to A-2 Agricultural District. The Planning Commission has given a favorable recommendation to the rezoning application. Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING
ON
TUESDAY, JUNE 21st, 2022
AT 10:30 AM
COUNTY COMMISSIONERS' OFFICE
ROOM 1101 - GOVERNMENT CENTER
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. 434 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. 434 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

RECEIVED
MAY 09 2022
By

ITEM 21
APPROVED
WSY 5/17/22

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
http://www.co.worcester.md.us/departments/drp

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director, Development, Review and Permitting JKK
Date: May 9, 2022
Re: Rezoning Case No. 434 – Raynes Land Holdings 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. 434. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 434, seeking to rezone approximately 105.12 acres of land located on the west side of Downs Road and the north side of Worcester Highway (US 113), northeast of Newark, from A-1 Agricultural District to A-2 Agricultural District. The case was reviewed by the Planning Commission at its meeting on May 5, 2022 and was given a favorable recommendation. A copy of the Planning Commission's written Findings of Fact and Recommendation is also attached.

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.

Attachments

cc: Gary Pusey, Deputy Director

NOTICE
OF
PROPOSED CHANGE IN ZONING

WEST SIDE OF DOWNS ROAD AND NORTH SIDE OF WORCESTER HIGHWAY (US 113)
NORTHEAST OF NEWARK

FOURTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 434 has been filed by Hugh Cropper, IV on behalf of Raynes Land Holdings LLC, property owner, for an amendment to the Official Zoning Maps to change approximately 105.12 acres of land located on the west side of Downs Road and the north side of Worcester Highway (US 113), northeast of Newark in the Fourth Tax District of Worcester County, Maryland, from A-1 Agricultural District to A-2 Agricultural District. The Planning Commission has given a favorable recommendation to the rezoning application.

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

PUBLIC HEARING
on
TUESDAY, _____
AT _____
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. 434 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. 434 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.

Joseph M. Mitrecic, President

PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION

REZONING CASE NO. 434

APPLICANT:

Raynes Land Holdings, LLC
8933 Logtown Road
Berlin, Maryland 21811

ATTORNEY FOR THE APPLICANT:

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

May 5, 2022

WORCESTER COUNTY PLANNING COMMISSION

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I. INTRODUCTORY DATA

A. CASE NUMBER: Rezoning Case No. 434, filed on September 29, 2021.

B. APPLICANT: Raynes Land Holdings, LLC
8933 Logtown Road
Berlin, Maryland 21811

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

C. TAX MAP/PARCEL: Tax Map 40 – Parcel 180 - Tax District 4

D. SIZE: The petitioned area is 105.12 acres in size.

E. LOCATION: The petitioned area is located on the west side of Downs Road and the north side of Worcester Highway (U.S. 113), northeast of Newark.

F. CURRENT USE OF PETITIONED AREA: The property contains an active surface mine (borrow pit), in addition to a residence with accessory structures and tilled land. The excavated area for the surface mine totals approximately 60 acres.

G. CURRENT ZONING CLASSIFICATION: A-1 Agricultural District.

H. REQUESTED ZONING CLASSIFICATION: A-2 Agricultural District.

I. ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification. The A-1 zoning has remained in place during each subsequent comprehensive rezoning, held in 1978, 1992 and most recently in 2009.

J. SURROUNDING ZONING: All adjoining properties are zoned A-1 Agricultural District. An area of R-1 Rural Residential zoning is located to the south across U.S. 113 along Croppers Island Road and a section of U.S. 113 where existing residences are located. RP Resource Protection zoning is located across U.S. 113 along two tributaries (Bassett Creek and Porter Creek) of Newport Bay.

K. COMPREHENSIVE PLAN: According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Agriculture Land Use Category.

L. WATER AND WASTEWATER: According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the property has a designation of a Sewer Service Category of S-6 and a Water Service Category of W-6 (No Planned Service) in the Master Water and Sewerage Plan.

M. ROAD ACCESS: The petitioned area has frontage on U.S. 113 and Downs Road, with access provided from Downs Road.

II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

A. Hugh Cropper, IV, applicant's attorney, Frank G. Lynch, Jr., surveyor, Chris McCabe, environmental consultant, and Sean Rayne, property owner, were present for the review. Mr. Cropper testified that the application filed for this rezoning request stated that the justification for a rezoning was based upon both a mistake in the existing zoning and a change in the character of the neighborhood, but he was amending the application to remove reference to the "change" so that the rezoning will be based solely on a mistake in the existing zoning.

Mr. Cropper distributed the zoning map (Exhibit #1) that was included in the staff report to each Commission member, and pointed out that the property was currently zoned A-1 Agricultural. He stated that the site was approved for a borrow pit and the property has been almost completely excavated, to the point that there was limited land available for future uses, and in particular for uses allowed in the A-1 District which pertain primarily to agriculture and forestry which typically require larger properties. He then distributed copies of the text of the A-1 District from the zoning code (Exhibit #2). He stated that the purpose of this district, as written in the Code, is to preserve and protect the County's farms and forestry operations, and that this property does not have either of these uses and the district's intent does not align with the characteristics of this property. He then distributed copies of the text of the A-2 District from the zoning code (Exhibit #3), and noted that the purpose of this district is to foster the County's agricultural heritage while also accommodating compatible uses of a commercial nature that require large tracts of land. He summarized some of the allowable uses in the A-2 District, and stated that the uses in the A-1 District were focused on agriculture and timbering, while the A-2 uses were more commercial in nature and would be compatible with agriculture and forestry. He stated that A-2 zoning would be more appropriate than A-1 zoning for the subject property, as it is not an agricultural or forested property but instead could be minimally developed in the future for a use that would be compatible with agriculture and forestry. Because of this, he stated it was a mistake to zone the subject property A-1 during the County's comprehensive rezoning in 2009. He provided the Commission with copies of a map (Exhibit #4) showing the subject property in relation to other properties in the immediate neighborhood, and stated that in addition to arguing

"mistake," the applicant initially believed a change in the character of the neighborhood also existed that would justify a rezoning. Although he was amending the application to no longer argue "change," he pointed out on the map that residential growth has occurred along Cropper Island Road in their identified "neighborhood," and the Island Resort Cooperative Campground has also experienced growth. Mr. Cropper entered into the record a copy of a zoning permit for this project that approved an expansion of 34 additional campsites in 2020 (Exhibit #5).

Mr. Cropper introduced his first witness, Frank G. Lynch, Jr., land surveyor. Mr. Lynch stated he believes the A-2 zoning is more appropriate for this property based on the uses allowed in this district. He also noted that the A-2 zoning is in accordance with the recommendation of the County's Land Use Plan that this property be designated for Agriculture use. He stated he believed the current A-1 zoning was a mistake, as the borrow pit was in existence in 2009 when the County's last comprehensive rezoning occurred, and keeping the A-1 zoning in place resulted in no future uses being feasible for this property since the borrow pit utilized most of the property, leaving little vacant land for anything else.

Mr. Cropper introduced his second witness, Chris McCabe, environmental consultant and owner of Coastal Compliance Solutions, LLC. Mr. McCabe stated he believed keeping the A-1 zoning during the 2009 comprehensive rezoning was a mistake. He noted that the borrow pit was approved in 2004 and was in operation in 2009 when the County undertook its most recent comprehensive rezoning. He stated it would have been more appropriate at that time to zone the property A-2 as that would allow some additional future use on the property once the borrow pit was completed. He agreed that the A-2 zoning was in accordance with the recommendations of the County's land use plan and the plan's narrative, which recommends limiting rural development in agricultural areas to uses that are compatible with agriculture and forestry, and he stated the uses in the A-2 District are designed to be compatible with agriculture and forestry.

In closing, Mr. Cropper stated that the subject property is more consistent with the A-2 Agricultural District than the current A-1 Agricultural District zoning. He noted that virtually nothing else can be done with this property due to the borrow pit covering the majority of the property, and a rezoning to A-2 will allow at least some limited future development. He noted that this property is at the intersection of two roads, with one being a major highway, and has excellent access. He stated that the uses allowed in the A-2 District are compatible with the surrounding area, and is also compatible with agriculture and forestry which are the emphasis of the A-1 District. He summarized that population change in the area has been minimal although there has been some residential development along Cropper island Road; there will be no impact on public facilities or transportation patterns if this rezoning is approved; the A-2 District is compatible with existing development

and environmental conditions in the area; and the A-2 District is in accordance with the agricultural land use recommendation of the Comprehensive Plan and therefore would better meet the objectives of the Plan.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

A. Regarding the definition of the neighborhood: The Planning Commission found that because Mr. Cropper amended the application to eliminate the argument that a substantial change in the character of the neighborhood had occurred, and was basing his argument for a rezoning solely upon a claim of mistake in the existing zoning, a definition of the neighborhood was not applicable.

B. Regarding population change: The Planning Commission concluded that although there has been residential development that has occurred along Cropper Island Road, there has been not been a significant change in the population of the vicinity surrounding the petitioned area since the comprehensive rezoning of 2009.

C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as it pertains to wastewater disposal and the provision of potable water, as public water and sewer is not available to the site. Fire and ambulance service will be available from the Newark Volunteer Fire Company's facility, located approximately two miles from the subject property. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately seven miles away, and the Worcester County Sheriff's Department in Snow Hill, approximately ten miles away. The petitioned area is served by the following schools: Buckingham Elementary, Berlin Intermediate, and Stephen Decatur Middle and High Schools. 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, and any potential development will be minimal due to the existing borrow pit occupying the majority of the property.

D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on both Downs Road and U.S. 113, with access provided by Downs Road, which is County-maintained. The Commission found that, given limited development potential with this property due to the presence of the borrow pit and the property's location at the intersection of two roadways, future impacts to the transportation patterns arising from the proposed rezoning of the petitioned area will be minimal. The Commission also determined that truck traffic associated with the current borrow pit use will likely be more intensive than traffic generated by potential uses in the A-2 Agricultural District.

E. Regarding compatibility with existing and proposed development and existing

environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the A-2 Agricultural District allows uses that are intended to foster the County's agricultural heritage while also accommodating compatible uses of a commercial nature that require large tracts of land. The Commission agreed with the Applicant that allowable uses in the A-2 District would be more compatible with surrounding land uses than the existing borrow pit and associated truck traffic. The Commission also found that the subject property is not located in either the Critical Area or in a floodplain. Based on these findings, the Commission determined that the proposed rezoning would be compatible with existing and proposed development in the area, and would not adversely affect environmental conditions in the area.

F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Agriculture Land Use category. The Planning Commission determined that the land use plan map does not differentiate between the A-1 and A-2 zoning districts, and that the proposed A-2 zoning would be in conformance with the land use plan map. The Commission also finds that the proposed rezoning would be in accordance with the narrative of the Plan, as it recommends that development in rural areas should be compatible with agriculture and forestry. The Commission notes that the purpose of the A-2 District is to foster the County's agricultural heritage while also accommodating compatible uses, which aligns with the narrative of the Plan for agricultural areas.

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 property is the location of a borrow pit that was approved in 2004, before the County's comprehensive rezoning in 2009, and the pit has expanded several times through the years. The majority of the property has now been excavated, leaving little remaining land that can be developed with the agricultural and forestry uses allowed in the A-1 District. The A-2 District does allow uses that could still be developed on the property, and as the zoning code states, the purpose of the A-2 District is to allow uses that are compatible with agriculture and forestry while still fostering the County's agricultural heritage. Given the extent of the current borrow pit use of the property that was originally approved in 2004, the Planning Commission finds that it was a mistake to zone the subject property A-1 Agricultural in 2009, and a rezoning to A-2 Agricultural would remedy that mistake and would be a more appropriate zoning designation for this property.

V. RELATED MATERIALS AND ATTACHMENTS

A. Staff Report with Attachments
B. Applicant's Exhibit #1 - Zoning Map
C. Applicant's Exhibit #2 - Text of A-1 Agricultural District from the County Zoning Code
D. Applicant's Exhibit #3 - Text of A-2 Agricultural District from the County Zoning Code
E. Applicant's Exhibit #4 – Map of Property and Surrounding Area as the "Neighborhood"
F. Applicant's Exhibit #5 – Permit Application #20-0424 for Island Resort Cooperative Campground

STAFF REPORT

REZONING CASE NO. 434

PROPERTY OWNER: Raynes Land Holdings LLC
8933 Logtown Road
Berlin, MD 21811

ATTORNEY: Hugh Cropper, IV
9923 Stephen Decatur Highway, D-2
Ocean City, Maryland 21842

TAX MAP/PARCEL INFO: Tax Map 40 – Parcel 180 - Tax District 4

SIZE: The petitioned area is 105.12 acres in size.

LOCATION: The petitioned area is located on the west side of Downs Road and the north side of Worcester Highway (US 113), northeast of Newark.

CURRENT USE OF PETITIONED AREA: The property contains an active surface mine (borrow pit), in addition to a residence with accessory structures and tilled land. The surface mine was initially approved by the Board of Zoning Appeals in 2004 for about 20 acres. Expansions have since been approved in 2009, 2010 and 2017 that will bring the excavated area to a total size of almost 60 acres, not including the setbacks from property lines and buffered areas.

CURRENT ZONING CLASSIFICATION: A-1 Agricultural District.

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

REQUESTED ZONING CLASSIFICATION: A-2 Agricultural District.

As defined in the Zoning Code, the intent of this district is to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. In addition, this district may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities.

APPLICANT'S BASIS FOR REZONING: The application indicates that (1) there is a mistake in the existing zoning and (2) there has been a change in the character of the neighborhood that justifies the rezoning.

ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification. The A-1 zoning has remained in place during each subsequent comprehensive rezoning, held in 1978, 1992 and most recently in 2009.

SURROUNDING ZONING: Adjoining properties are also zoned A-1 Agricultural. An area of R-1 Rural Residential zoning is located to the south across US 113 along Croppers Island Road and a section of US 113 where existing residences are located. RP Resource Protection zoning is located across US 113 along two tributaries (Bassett Creek and Porter Creek) of Newport Bay.

As pointed out in the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the nearest A-2 zoning is located east of Berlin along Assateague Road (five miles to the north). Another area of A-2 zoning is located near Snow Hill (11 miles to the south).

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 Section 1-113(c)3 of the Zoning Ordinance 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. . . . The county must do all it can do to preserve farming as a viable industry. This category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. Large contiguous areas of productive farms and forest shall be maintained for agricultural uses. . . . Residential and other conflicting land uses, although permitted, are discouraged. . . . Also as a general policy, the practice of not rezoning agricultural land for other uses should continue." (Page 18)

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

2. Continue the dominance of agriculture and forestry uses throughout the county's less developed regions.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.

5. Locate new development in or near existing population centers and within planned growth centers.

8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.

9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.

11. Set high environmental standards for new development, especially in designated growth areas.

19. Limit rural development to uses compatible with agriculture and forestry.

(Pages 12 & 13)

The majority of the surrounding area is also designated as "Agriculture" on the Land Use Plan; the only exceptions are an area designated "Existing Developed Area" that recognizes existing residences along Croppers Island Road and a portion of US 113; and land designated "Green Infrastructure" to the east along two tributaries (Bassett Creek and Porter Creek) of Newport Bay.

In Chapter 7 – Transportation, the Plan states that the County's highest transportation project priority is the complete dualization of US 113, and since the Plan's adoption in 2006, this project has been completed. The subject property has frontage on US 113, but access is provided from Downs Road.

Chapter 7 includes a section on US 113 and identifies it as a Multilane and Two Lane Divided Primary Highway/Arterial Highway and contains the following recommendations (Page 85):

- Complete dualization project from Berlin to south of Snow Hill.
- Implement access control plan to maintain its status as a limited access roadway.
- Complete scenic and transportation corridor planning for remainder of US 113.

The Plan's Transportation element also states that "[t]he county's rural road system continues to have an excellent service record. Local car and truck traffic share this system with farm machinery. On-going maintenance will remain the primary need for these roads. Due to their configuration, rural roads within this plan's growth areas will require improvements to handle the expected additional traffic." (Page 80)

In this same chapter, under the heading General Recommendations – Roadways, it states the following (page 87):

1. Acceptable Levels of Service—It is this plan's policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.

3. Traffic studies--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.

4. Impacted Roads--Roads that regularly have LOS D or below during weekly peaks are considered "impacted." Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.

5. Impacted Intersections--Upgrade intersections that have fallen below a LOS C, for example, the intersection of US 13 and MD 756 Old Snow Hill Road, intersection of MD 589 and US 50.

WATER AND WASTEWATER: According to the response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Water Service Category of S-6 and W-6 (No Planned Service) in the Master Water and Sewerage Plan. Mr. Mitchell also notes that because the existing borrow pit significantly impacts the property, suitable areas for onsite sewage would need to be located in undisturbed areas in order to build. 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:

MqA – Mattapex silt loam, severe limitations to on-site wastewater disposal
NaA – Nassawango fine sandy loam, severe limitations to on-site wastewater disposal
Ot – Othello silt loam, severe limitations to on-site wastewater disposal
SaA – Sassafras sandy loam, severe limitations to on-site wastewater disposal

The soils closest to US 113 are better drained, with hydric soils that are more poorly drained located on the northerly end of the property.

EMERGENCY SERVICES: Fire and ambulance service are available from the Newark Volunteer Fire Company, located approximately two miles away. No comments were received from the fire company with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately seven miles away, and the Worcester County Sheriff's Office in Snow Hill, approximately ten miles away. The Sheriff's Office responded that they had no comments, and no comments were received from the Maryland State Police Barracks.

ROADWAYS AND TRANSPORTATION: The petitioned area has frontage along US 113 and Downs Road, with access provided from Downs Road. US 113 is state-owned and -maintained while Downs Road is county-maintained. No comments were received from the State Highway Administration or the County Roads Department.

SCHOOLS: The petitioned area is within Zone 4 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 not located within the Atlantic Coastal Bays

Critical Area (ACBCA) and will be subject to the Forest Conservation Law (FCL). He states that the property has not been subject to the FCL previously, but any future project requiring site plan approval, a grading or sediment control permit, or subdivision approval will require compliance with the County's FCL. He also notes that a zoning change from A-1 to A-2 would not change the afforestation/reforestation thresholds when/if the property is further developed to the point that compliance with the FCL is required. Furthermore, he points out that under current regulations surface mining is regulated under State Law and is directly overseen by the MD Dept. of the Environment (MDE).

FLOOD ZONE: The FIRM map (24047C0145H, effective July 16, 2015) indicates that this property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard).

PRIORITY FUNDING AREA: The petitioned area is not within a designated Priority Funding Area (PFA).

INCORPORATED TOWNS: This property is not within one mile of any incorporated town; Berlin is approximately four miles to the northeast.

ADDITIONAL COMMENTS RECEIVED: N/A

!!!

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. 434

Date Received by Office of County Commissioners: _____

Date Received by Development, Review and Permitting: 9/29/2021

Date Reviewed by Planning Commission: _____

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): 40

B. Parcel Number(s): 180

C. Lot Number(s), if applicable: _____

D. Tax District Number: 4th

III. Physical Description of Property

A. Located on the West side of Downs Road.

B. Consisting of a total of 105.12 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): **A-1, Agricultural District**
(Name and Zoning District)

B. Acreage of zoning classification(s) in "A" above: **105.12**

C. Requested zoning classification(s): **A-2, Agricultural District**
(Name and Zoning District)

D. Acreage of zoning classification(s) in "C" above: **105.12**

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, and a change in the character of the neighborhood. A more detailed summary is 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: 9923 Stephen Decatur Hwy., D-2, Ocean City, MD 21842 Phone Number: 410-4213-2681
E-Mail: hcropper@bbcmlaw.com
Date: September 21, 2021

C. Signature of Property Owner in Accordance with ~~VI.A.~~ above
Signature: _____, attorney for Rayne's Land Holdings, LLC
Printed Name of Owner:
Rayne's Land Holdings, LLC
Mailing Address: 8933 Logtown Road, Berlin, MD 21811
Phone Number: 410-629-0300
E-Mail: sean@raynessandandgravel.com
Date: September 21, 2021

(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 1st to January

31st, May 1st to May 31st, and September 1st to September 30th of any calendar year.

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

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

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

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

D. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case including but not limited to the following matters:

population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development and existing environmental conditions for the area, including 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

INTRODUCTION

Rayne's Land Holdings, LLC, by its attorney, Hugh Cropper IV, respectfully submits the following in support of its rezoning application:

The subject property is an active Surface Mine, by virtue of proper Worcester County, and State of Maryland (MDE) permits and approvals. By virtue of these approvals, the majority of the property has been excavated, and it is currently a large pond or lake, with a fringe of uplands around the outside.

As such, it is really not capable of being utilized as any of the permitted uses as listed in the A-1, Agricultural District. There is simply not enough land area to grow field crops, harvest crops, conduct a commercial timber operation, etc.

Additionally, the property has direct frontage on Maryland Route 113, with access on Downs Road. The A-2, Zoning District, would provide the property owner with alternative uses, and more flexibility, with respect to the uses of the property.

Absent the rezoning, the property has basically been rendered useless by virtue of approved Surface Mine operation.

Respectfully submitted,

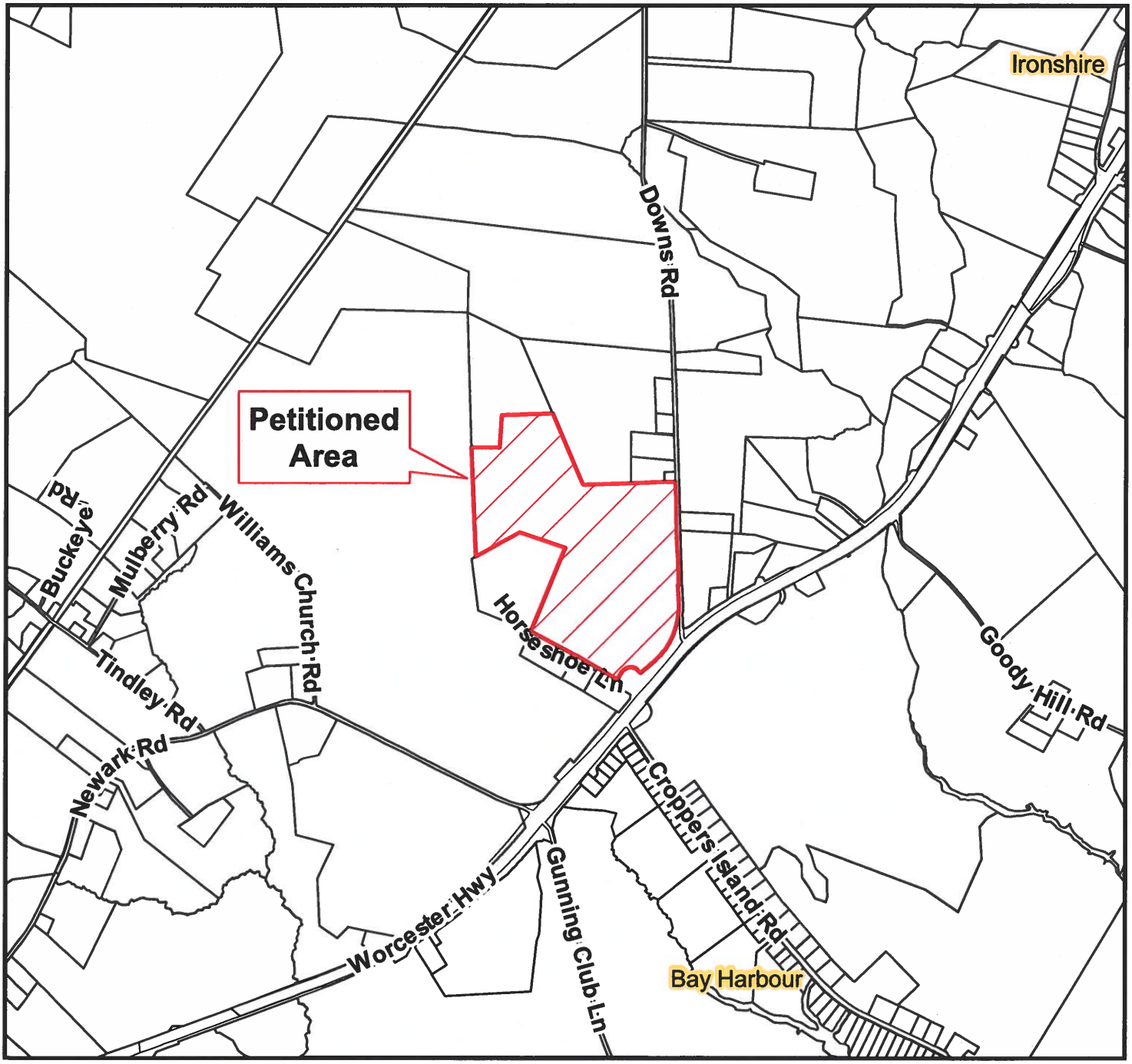
Hugh Cropper IV
Attorney for Owner Rayne's Land Holdings, LLC

ITEM 21

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 434
A-1 Agricultral District to A-2 Agricultural District
Tax Map: 40, Parcel 180

LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

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Feet

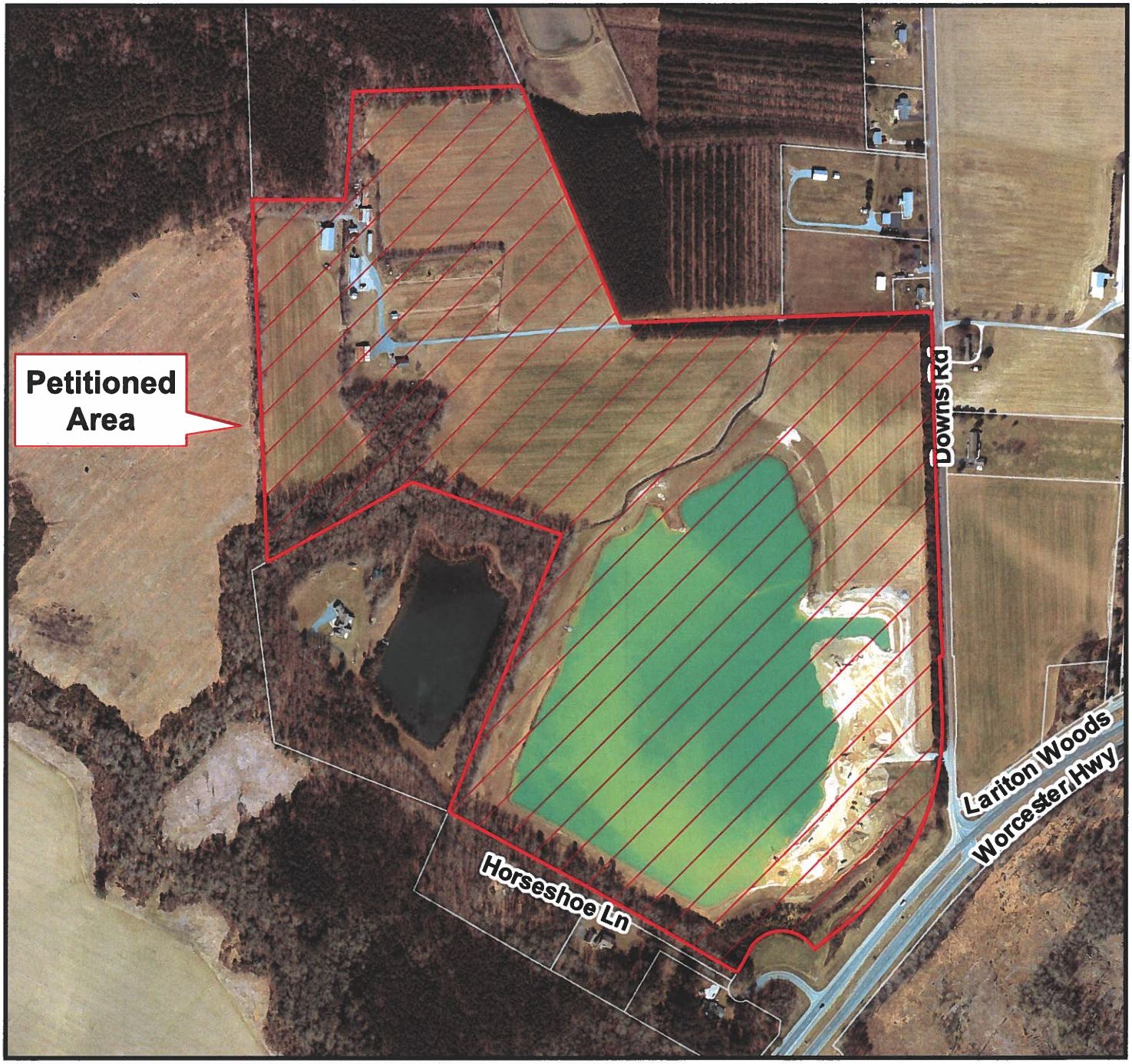
Source: Worcester County GIS Data Layers
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 434
A-1 Agricultral District to A-2 Agricultural District
Tax Map: 40, Parcel 180

AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

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Source: Worcester County GIS Data Layers: 2019 Aerial Imagery
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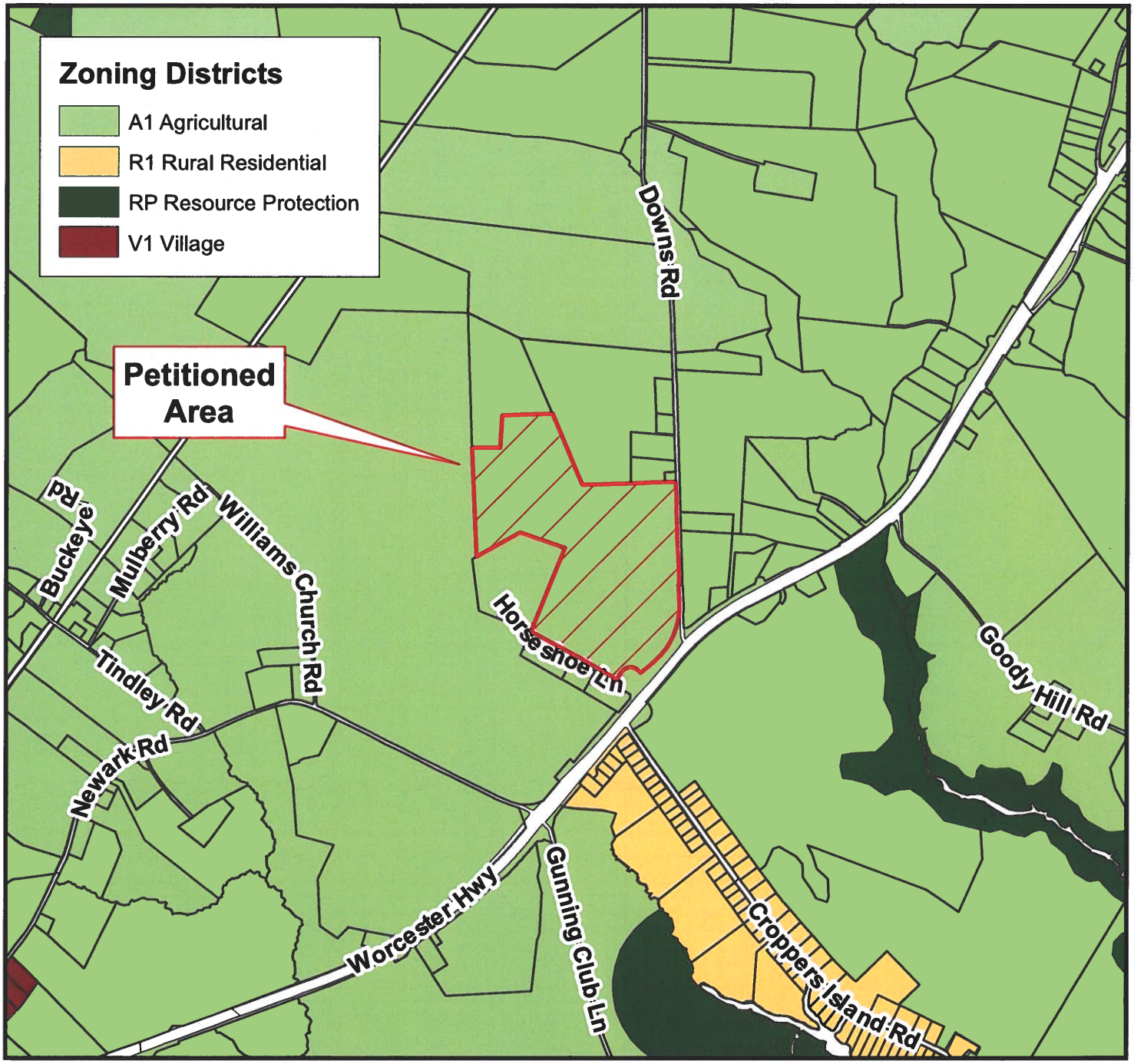
Drawn By: KLH Reviewed By: JKK

ITEM 21

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 434
A-1 Agricultral District to A-2 Agricultural District
Tax Map: 40, Parcel 180

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

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Feet

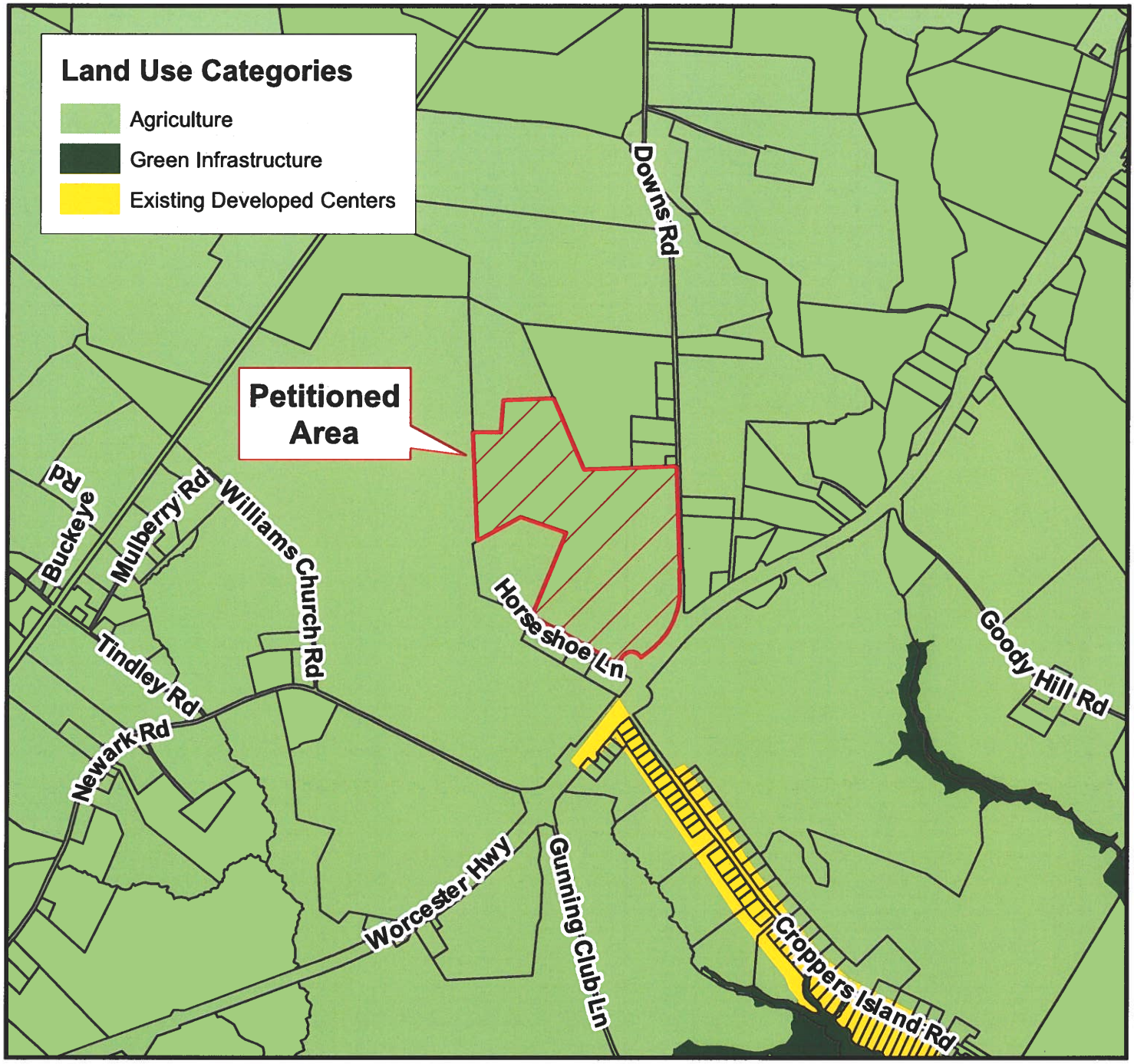
Source: Worcester County GIS Data Layers: 2019 Aerial Imagery, 2009 Official Zoning Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 434
A-1 Agricultral District to A-2 Agricultural District
Tax Map: 40, Parcel 180

LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

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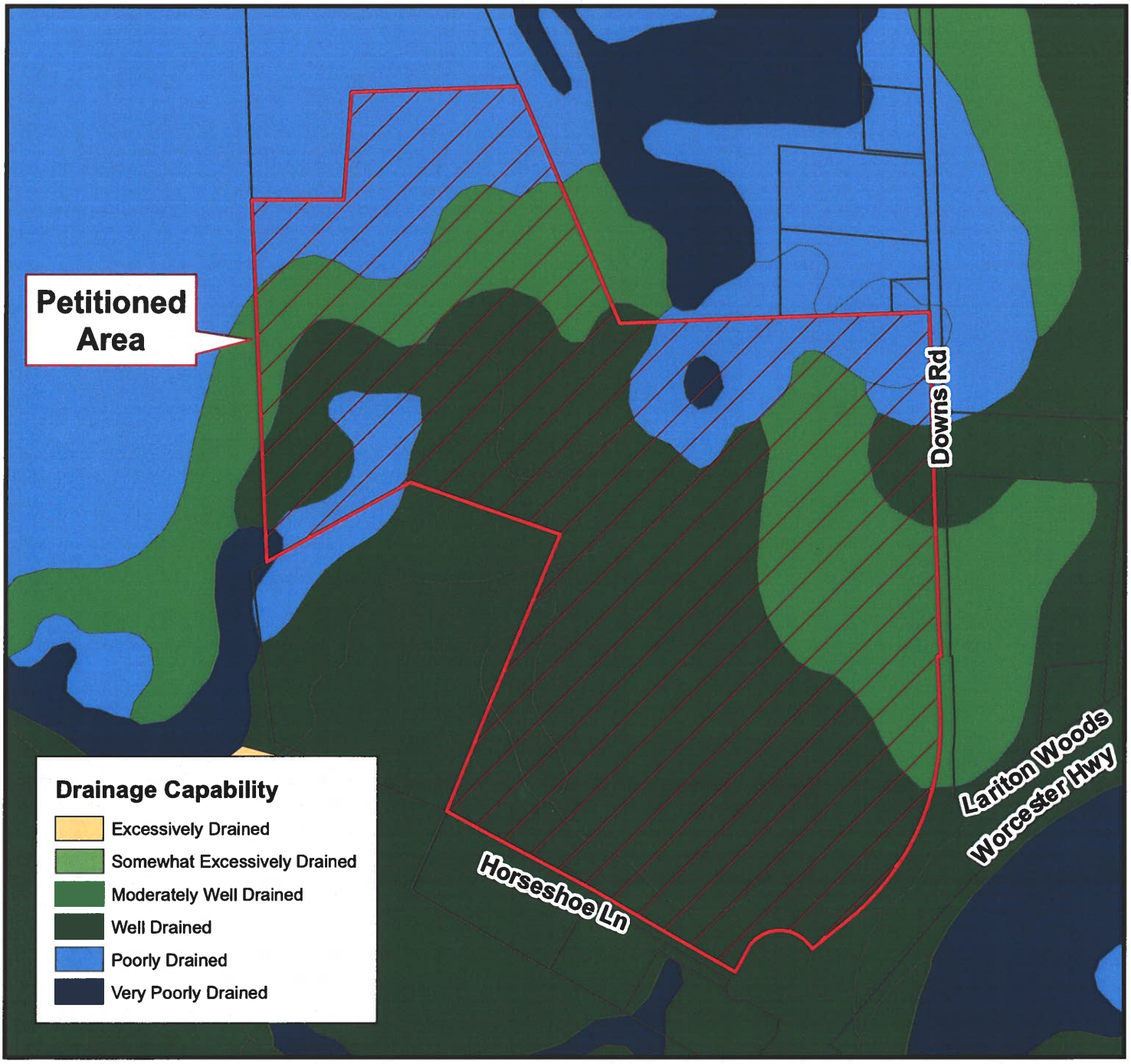
Source: Worcester County GIS Data Layers: 2006 Official Land Use Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 434
A-1 Agricultral District to A-2 Agricultural District
Tax Map: 40, Parcel 180

SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

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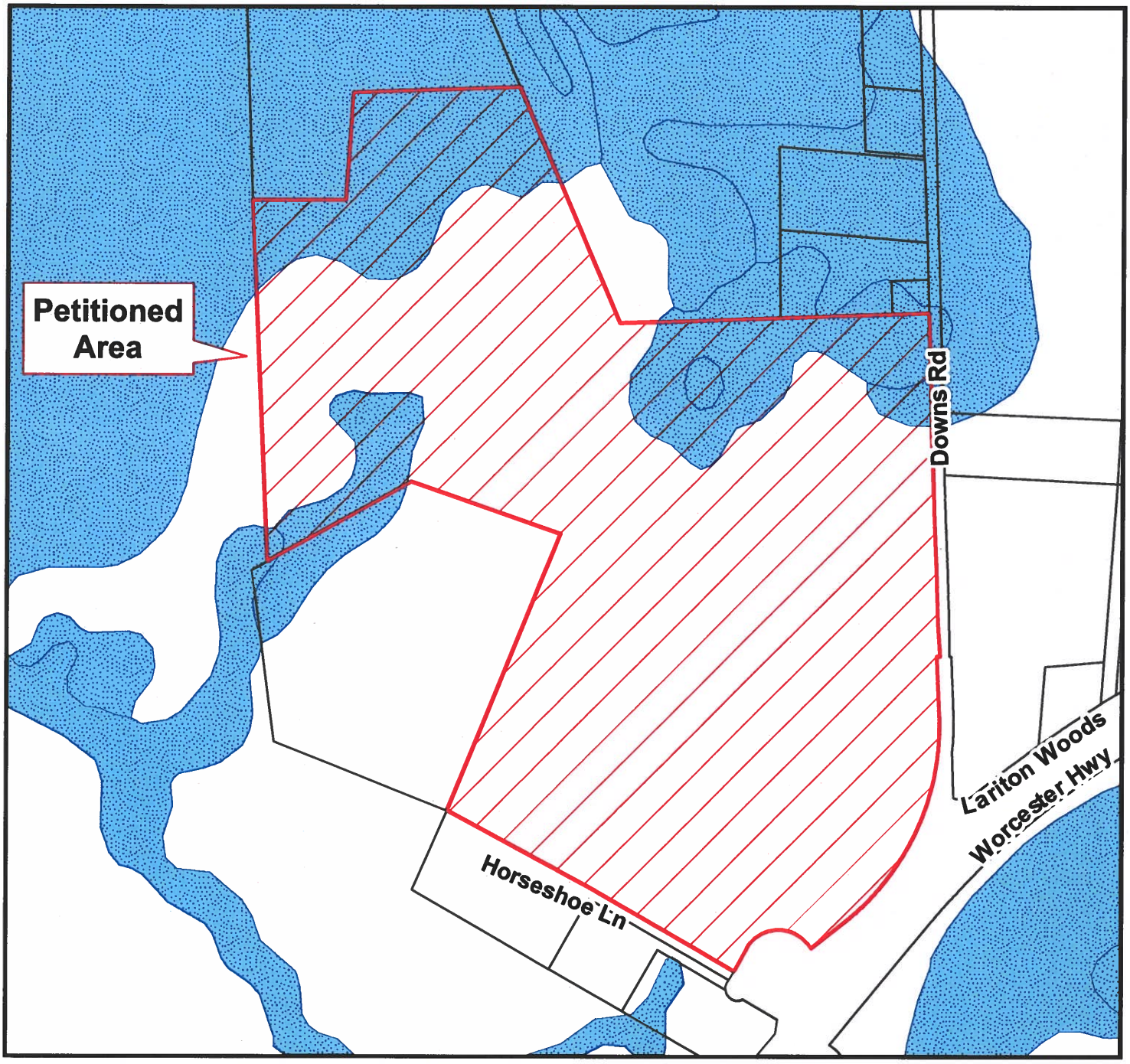
Source: Worcester County GIS Data Layers: 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 434
A-1 Agricultral District to A-2 Agricultural District
Tax Map: 40, Parcel 180

HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

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Source: Worcester County GIS Data Layers: 2007 Soil Survey
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Drawn By: KLH Reviewed By: JKK

Worcester County

Department of Environmental Programs

Memorandum

To: Gary Pusey, Deputy Director, DDRP

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

Subject: **EP Staff Comments on Rezoning Case No. 434**
Worcester County Tax Map 40, Parcel 180
Reclassify approximately 105.12 Total Acres of
A-1 Agricultural District to A-2 Agricultural District

Date: 11/15/21

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article,* Section ZS1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that there was a mistake in the Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009, and also notes a change in the character of the neighborhood. 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).* The Agricultural land use designation is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. It is expected that residential and other conflicting land uses although permitted, are discouraged within this district. The adjacent properties to the north, south and west, are entirely covered within an Agricultural land use district.

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, ROOM 1306 SNOW HILL, MARYLAND 21863-1249
TEL: 410-632-1220 FAX: 410-632-2012

2. The existing property is improved with a surface mine at this time. The subject property has a designation of a Sewer and Water Service Category of S-6/W-6 and (No Planned Service) in the *Master Water and Sewerage Plan.* Since the property is significantly impacted, suitable areas for onsite sewage would need to be located in undisturbed to build.

3. This rezoning is located outside the Atlantic Coastal Bays Critical Area (ACBCA) and will be subject to the Forest Conservation Law (FCL). The property has not been subject to the FCL, however, any project requiring site plan approval, a grading or sediment control permit, or subdivision approval will require compliance with the Worcester County Forest Conservation Law. A zoning change from A-1 to A-2 would not change the afforestation/reforestation thresholds when/if the property is further developed to the point that compliance with the FCL is required. Under current regulations, per NR 1-403(b)(10), surface mining is regulated under State Law and directly overseen by the Maryland Department of Natural Resources.

4. This property is plainly within the A-1 zoning district. One would have to travel five miles to the north and 11.5 miles to the south to find A-2 zoning designations. Those properties are adjacent to incorporated towns, within growth areas or adjacent to transitory residential zoning densities outside the towns. Additional flexibility is not a reason to change the zoning classification for a property so clearly in concert with the A-1 district. Surface mines are allowed in this district and have become ponds when they cease operations. Allowing uses inconsistent with A-1 would not be appropriate here.

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

ITEM 21

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISON
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMO

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
John Ross, P.E., Deputy Director, Worcester County Public Works Department
Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
Jeff McMahon, Fire Marshal, Worcester County Fire Marshal's Office
Melanie Pursel, Director of Tourism & Economic Development
Louis H. Taylor, Superintendent, Worcester County Board of Education
James Meredith, District Engineer, Maryland State Highway Administration
Lt. Earl W. Starner, Commander, Barracks V, Maryland State Police
Rebecca L. Jones, Health Officer, Worcester County Health Department
Rob Clarke, State Forester, Maryland Forest Services
Nelson D. Brice, District Conservationist, Worcester County Natural Resources Conservation Service
Robert Rhode, Fire Chief, Berlin Volunteer Fire Department
Steve Orth, Fire Chief, Newark Volunteer Fire Department

FROM: Jennifer K. Keener, Director JKK

DATE: October 4, 2021

RE: Rezoning Case No. 434- Raynes Land Holdings, LLC, Property Owner and Hugh Cropper, IV, Attorney- West side of Downs Road

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The Worcester County Planning Commission is tentatively scheduled to review the above referenced rezoning application on December 2, 2021. This application seeks to rezone approximately 105.12 acres of land shown on Tax Map 40 as Parcel 180, from A-1 Agricultural District to A-2 Agricultural District. Uses allowed in the District include, but are not limited to,

Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers, etc.

For your reference I have attached a copy of the rezoning application and location and zoning maps showing the property petitioned for rezoning.

The Planning Commission would appreciate any comments you or your designee might offer with regard to the effect that this application and potential subsequent development of the site may have on plans, facilities, or services for which **your** agency is responsible ***by NOVEMBER 17, 2021***. 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, that your agency has or will have adequate facilities and resources to serve the proposed rezoning and its subsequent 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.***

Effective October 8, 2021, Gary Pusey will be joining our team as the Deputy Director for the Department of Development, Review and Permitting. You may submit all comments to him for preparation of the staff report after that date.

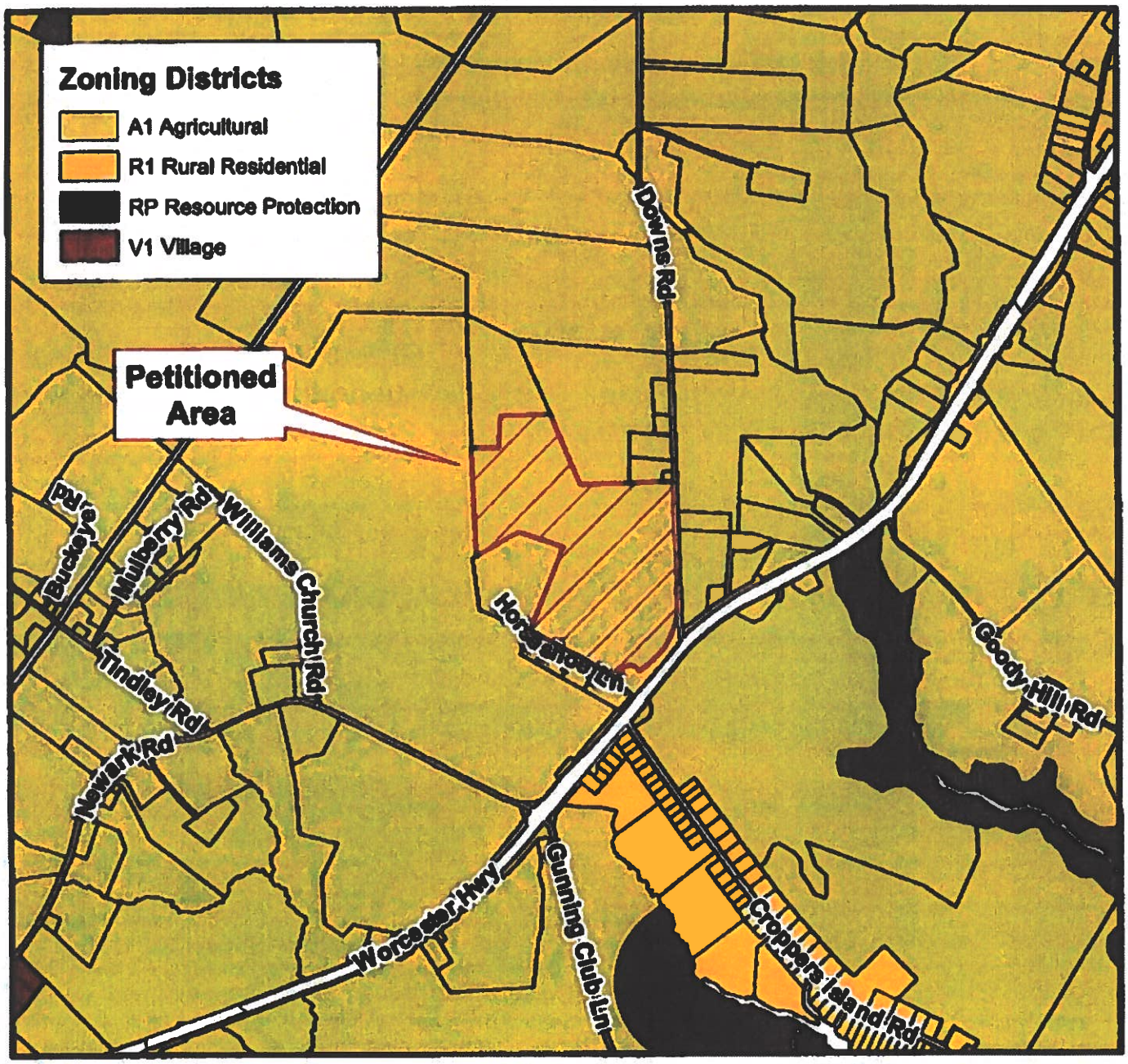
If you have any questions or require further information, please do not hesitate to call this office or email me at jkkeener@co.worcester.md.us or Gary Pusey, Deputy Director at gpusey@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 434
A-1 Agricultral District to A-2 Agricultural District
Tax Map: 40, Parcel 180

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

0 1,000 2,000
Feet

Source: Worcester County GIS Data Layers: 2019 Aerial Imagery, 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: JKK

Subtitle ZS1:II. Primary District Regulations

§ ZS 1-201. A-1 Agricultural District.

(a) Purpose and intent. This district is intended to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. Furthermore, it is the intent that in this district there shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare. This district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.

(b) Permitted principal uses and structures. The following uses and structures shall be permitted in the A-1 District:

(1) Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers. No lot requirements shall apply for field, vegetable and nursery crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. See § ZS 1-305(r) hereof.
[Amended 4-25-2017 by Bill No. 17-3]

(2) Poultry operations subject to the provisions of § ZS 1-349 hereof.
[Amended 4-25-2017 by Bill No. 17-3[1]]
[1] *Editor's Note: This bill also redesignated former Subsection (b)(2) through (17) as Subsection (b)(3) through (18).*

(3) Aquaculture. Minimum lot requirements shall apply for structures only and shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof.

(4) Roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located. Processed agricultural and seafood products may also be sold, provided such sales are incidental to the sales of fresh products. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-325 and 1-322 hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.

(5) Single-family dwellings. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet. See § ZS 1-305(r) hereof.

(6) Manufactured homes in accordance with § ZS 1-314(a) hereof. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet. See § ZS 1-305(r) hereof.

(7) Minor subdivisions in accordance with the provisions of § ZS 1-311 hereof.

(8) Rural cluster subdivisions in accordance with the provisions of § ZS 1-308 hereof.

(9) Divisions of land for agricultural purposes in accordance with the provisions of § ZS 1-311(b)(4).

(10) Public and private conservation areas, including wildlife reservations, arboretums and demonstration forests. Minimum lot requirements shall apply for buildings only and shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet.

(11) Private noncommercial cabins, tents, recreational vehicles or manufactured or mobile homes for seasonal and not permanent or year-round occupancy. Minimum lot requirements shall be: lot area, five acres; lot area per cabin, tent, recreational vehicle or manufactured or mobile home, five acres, limited to not more than five such units; lot width, four hundred feet; front yard setback, one hundred feet [see § ZS 1-305(b) hereof]; each side yard setback, one hundred feet; and rear yard setback, one hundred feet. Such structures need not be located on a lot which abuts upon a road but are subject to Department of the Environment approval.

(12) Fishing, trapping, hunting, hunting blinds and wildlife observation structures. No lot requirements shall apply.

(13) Landing strips in accordance with the provisions of § ZS 1-345(a), Subsection (2) of the definition of "airfield," hereof.

(14) The addition to existing structures of telecommunications facilities that do not increase the overall height of the existing structure, subject to the provisions of § ZS 1-343 hereof.

(15) Monopoles and freestanding towers up to one hundred fifty feet in height, subject to the provisions of § ZS 1-343 hereof.

(16) Small and medium wind energy conversion systems up to a maximum of one hundred fifty feet in height, subject to the provisions of § ZS 1-344 hereof.

(17) Spray irrigation fields and storage lagoons for Class II effluent in accordance with the provisions of § ZS 1-328(g) hereof.

(18) Large solar energy systems in accordance with the provisions of § ZS 1-344(d)(2) hereof. [Added 3-15-2011 by Bill No. 11-2]

(c) Special exceptions. The following principal uses and structures may be permitted by special exception in the A-1 District in accordance with the provisions of § ZS 1-116(c) hereof:

(1) Commercial grain dryers, feed mills, grain, fertilizer, feed, seed, implement and other agricultural storage and repair and sales facilities. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof. Facilities for the bulk handling of grain, fertilizer and other materials shall be located at least two hundred feet from all perimeter property lines and public road rights-of-way.

(2) Agricultural processing plants, storage, and wholesale or retail sale of locally grown vegetables and field crops. Minimum lot requirements shall be: lot area, five acres; lot width, four hundred feet; front yard setback, one hundred feet; each side yard, one hundred feet; and rear yard setback, one hundred feet.

(3) Livestock purchase and sales yards. Minimum lot requirements shall be: lot area, ten acres; lot width, five hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Furthermore, all buildings and yards designed for the concentrated containment of animals shall be located at least two hundred feet from any perimeter property line or public road right-of-way.

(4) Commercial repair of seafood harvesting and agricultural equipment (not including general highway vehicles). Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; provided that all work and storage areas are enclosed within a building or screened from public view.

(5) Landing, storage and processing facilities for seafood, including sales of the seafood landed or processed on site. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

(6) Aquaculture processing facilities, including freezing, packing, canning, processing, storage and shipping facilities and wholesale and retail sales. Minimum lot requirements shall apply for structures only and shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof

(7) Roadside stands and garden centers offering for sale fresh agricultural products, fresh seafood, nursery stock and plants but not including gardening supplies and equipment, lawn ornaments, and similar items. Minimum lot requirements shall be: lot area, three acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-322 and 1-325 hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.

(8) Sawmills and the manufacturing or processing of wood products. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, one hundred feet; each side yard, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. No logs, lumber or by-products shall be stored in any required yard setback, and all power-driven machinery shall be located at least two hundred feet from all perimeter property lines and public road rights-of-way.

(9) Agritourism facility. On a farm, as defined herein, the use of not more than thirty percent of the gross acreage of a lot or parcel, for agritourism uses and structures as defined herein. Minimum lot requirements for the agritourism uses and structures shall be: lot area, ten acres; lot width, two hundred feet; front yard setback, fifty feet; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of §§ ZS 1-322, ZS 1-323 and ZS 1-325 hereof. Festivals may be permitted up to four times per year. For purposes of this section, a "festival" is an event conducted at an agritourism facility for up to three consecutive days for the purpose of promoting products grown on the farm or farm-related education or recreation. All amplified outdoor entertainment or background music shall only be permitted between 1:00 p.m. and 10:00 p.m. Overnight events are prohibited.

[Amended 8-17-2021 by Bill No. 21-7 [2]]

[2] *Editor's Note: This bill also repealed former Subsection (c)(10), Wineries as a part of a producing vineyard, as amended 7-19-2016 by Bill No. 16-4 and 2-21-2017 by Bill No. 16-6, and renumbered former Subsection (c)(11) through (34) as Subsection (c)(10) through (33), respectively.*

(10) Farm labor camps for temporary occupancy. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, two hundred feet; each side yard setback, two hundred feet; and rear yard setback, two hundred feet. Furthermore, such

camps shall be limited to no more than fifteen units with a maximum capacity of six persons per unit, provided that all state and County health regulations shall be met.

(11) Manufactured homes for nonresidential use. Use of a manufactured home for other than residential purposes shall be limited to uses permitted in the A-1 District and shall meet the lot requirements specified for such use, subject to the provisions of § ZS 1-314 hereof. See § ZS 1-305(r) hereof.

(12) Firehouses, governmental offices and other public buildings, structures and uses of an administrative or public-service type. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

(13) Assisted living facilities, provided they are residence-based and serve no more than five clients. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.

(14) Day-care centers. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.

(15) Surface mining in accordance with the provisions of § ZS 1-330 hereof.

(16) Commercial riding and boarding stables for three or more animals. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. Furthermore, stables shall be located at least two hundred feet from any perimeter property line or public road right-of-way, and there shall be one acre of lot area for each animal stabled.

(17) Conversion of existing vacant or inactive structures previously utilized for commercial, industrial or agricultural processing purposes into uses consistent with the intent of the A-1 District and its permitted principal uses and with the general character of the surrounding area. Minimum lot requirements shall be as determined and approved by the Board of Zoning Appeals. Conversion of existing structures shall be established only with Health Department approval and shall be subject to the provisions of § ZS 1-325 hereof.

(18) Churches, temples and mosques. Minimum lot requirements shall be: lot area, two acres; lot width, two hundred feet; front yard setback, thirty feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. See § ZS 1-305(r) hereof.

(19) Cemeteries, including family burial grounds, chapels and mausoleums. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; and no side or rear yard setbacks required unless imposed by the Board. No structures, monuments or grave sites shall be located in any required yard setback.

(20) Gun clubs, archery ranges and shooting ranges. Minimum lot requirements shall be: lot area, one hundred acres; lot width, one thousand feet; front yard setback, three hundred feet; each side yard setback, three hundred feet; and rear yard setback, three hundred feet; and subject to the provisions of § ZS 1-325 hereof.

(21) Public and private noncommercial cultural, social and recreational areas and centers, including parks and playgrounds but not including community centers, fraternal lodges, country clubs, swimming pools, summer camps, and racetracks. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback,

thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

(22) Public utility structures and properties other than essential services as defined in § ZS 1-121 hereof, including cross-County lines and mains of all kinds, subject to the provisions of § ZS 1-325 hereof. Minimum lot requirements for construction, maintenance or storage buildings or yards shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. See § ZS 1-328 hereof for lot requirements for all other facilities. During its review of any public utility structure or property, the Planning Commission may require screening, buffering or landscaping of said structure or property where deemed necessary to protect adjoining land uses.

(23) Wastewater and water treatment facilities in accordance with the provisions of § ZS 1-328 hereof.

(24) Sewage sludge disposal site areas subject to the provisions of § ZS 1-328 hereof.

(25) Solid waste disposal sites in accordance with the provisions of § ZS 1-329 hereof.

(26) Dredge spoil disposal sites. Lot requirements for dredge spoil disposal sites, special conditions of operation and conditions regarding reclamation of sites shall be as specified by the Board of Zoning Appeals.

(27) The addition to existing structures of telecommunications facilities that have the effect of increasing the overall height of the existing structure, subject to the provisions of § ZS 1-343 hereof.

(28) Monopoles and freestanding towers over one hundred fifty feet in height and guyed towers, subject to the provisions of § ZS 1-343 hereof.

(29) Small and medium wind energy conversion systems over one hundred fifty feet in height, subject to the provisions of § ZS 1-344 hereof.

(30) Commercial kennels. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of § ZS 1-325 hereof. Furthermore, all outside pens and runways shall be at least two hundred feet from any perimeter property line or public road right-of-way.

[Added 6-19-2012 by Bill No. 12-3;[3] amended 6-15-2021 by Bill No. 21-4]

[3] *Editor's Note: This bill also redesignated former § ZS 1-201(c)(31) as § ZS 1-201(c)(32).*

(31) Noncommercial scientific research stations for the collection of atmospheric, astronomic, weather or biological data for research purposes by academic, non-profit or governmental entities. Minimum lot requirements for structures only shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. Notwithstanding the provisions of § ZS 1-305(n) the maximum height of any equipment or structure shall be fifty feet. Furthermore, all radar or microwave equipment for data collection or antennas for data transmission shall be separated by not less than five hundred feet from the nearest existing or permitted residential structure on an adjacent parcel.

[Added 12-16-2014 by Bill No. 14-12[4]]

[4] *Editor's Note: This bill also renumbered former Subsection (c)(32) as Subsection (c)(33).*

(32) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a

use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, twenty-five acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. The site of the commercial event itself and all associated use areas shall be located not less than five hundred feet from any residential structure on an adjacent property or public road and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4). Any amplified music associated with such a use must end by 11:00 p.m.

[Added 2-21-2017 by Bill No. 16-7[5]]

[5] *Editor's Note: This bill also redesignated former Subsection (c)(33) as Subsection (c)(34).*

(33) Any use or structure which is determined by the Board of Zoning Appeals to be of the same general character as an above-permitted use, not specifically mentioned in another district and compatible with the general character and intent of the A-1 District.

(d) Accessory uses and structures. The following accessory uses and structures shall be permitted in the A-1 District:

(1) On a farm, as herein defined, a second single-family dwelling for the farm owner, farm tenant or member of his immediate family or for a person primarily engaged in the operation of the farm, provided that the dwelling is located such that, if it were subdivided from the main parcel, it could meet all of the requirements for a single-family dwelling in the A-1 District.

(2) Noncommercial private residential parking garages and areas, noncommercial buildings for farm animals, swimming pools and other customary residential outbuildings and structures for the use of residents. Buildings for farm animals shall be at least fifty feet from any perimeter property line or public road right-of-way.

(3) Customary incidental home occupations, subject to the provisions of § ZS 1-339 hereof.

(4) The keeping of not more than two roomers or boarders.

(5) Roadside stands not to exceed a maximum of one hundred fifty square feet in size and offering for sale fresh agricultural products, operated by the property owner or tenant of the premises upon which such stand is located. Such stands shall be located so as not to create a traffic hazard, shall be completely removed at the end of the fresh product season and shall be subject to the provisions of § ZS 1-305(h)(2)A hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.

(6) 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.

(7) 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.

(8) Temporary buildings and structures, subject to the provisions of § ZS 1-334 hereof.

(9) Accessory apartments, subject to the provisions of § ZS 1-338 hereof.

(10) On a farm, as defined herein, not more than two manufactured homes for the farm owner, tenant or member of his immediate family or for persons primarily engaged in the operation of the farm, provided that such manufactured homes are located in the farm building group, no closer to any public road right-of-way than the principal building, no closer than the required front yard setback and not less than one hundred feet from any side or rear lot line. Such manufactured homes shall be located only with the Environmental Programs Division approval, subject to the provisions of § ZS 1-314(a) hereof. A manufactured home in the farm building group shall be located within two hundred feet of the main farm building or accessory farm structure.

(11) Yard sales, subject to the provisions of § ZS 1-341 hereof.

(12) Noncommercial production of biofuels on a farm as a use incidental to the farm operation.

(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-roof 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.

(1) The Board of Zoning Appeals may permit as a special exception an increase in the maximum height, but not number of stories, of a residential accessory structure to no more than thirty-five feet if, in the view of the Board, such increase will serve to reduce an environmental impact and no neighborhood adverse effects or safety hazards will be created. Notwithstanding the provisions of §§ ZS 1-116(c)(4) and ZS 1-305(h)(2), any residential accessory structure exceeding twenty-five feet in height shall comply with the setbacks for the principal use or structure.
[Added 1-5-2021 by Bill No. 21-1]

(f) Other regulations. The uses and structures permitted in the A-1 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.

Subtitle ZS1:II. Primary District Regulations

§ ZS 1-202. A-2 Agricultural District.

(a) Purpose and intent. This district is intended to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. The A-2 District may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities. Furthermore, it is the intent that in this district there shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare.

(b) Permitted principal uses and structures. The following uses and structures shall be permitted in the A-2 District:

(1) Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers. No lot requirements shall apply for field, vegetable and nursery crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. See § ZS 1-305(r) hereof.
[Amended 4-25-2017 by Bill No. 17-3]

(2) Poultry operations subject to the provisions of § ZS 1-349 hereof.
[Added 4-25-2017 by Bill No. 17-3[1]]
[1] *Editor's Note: This bill also redesignated former Subsection (b)(2) through (18) as Subsection (b)(3) through (19).*

(3) Aquaculture. Minimum lot requirements shall apply for structures only and shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof.

(4) Roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located. Processed agricultural and seafood products may also be sold, provided such sales are incidental to the sales of fresh products. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-322 and 1-325 hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.

(5) Single-family dwellings. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet. See § ZS 1-305(r) hereof.

(6) Manufactured homes in accordance with § ZS 1-314(a) hereof. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback,

thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet. See § ZS 1-305(r) hereof.

(7) Minor subdivisions in accordance with the provisions of § ZS 1-311 hereof.

(8) Rural cluster subdivisions in accordance with the provisions of § ZS 1-308 hereof.

(9) Consolidated development rights subdivisions in accordance with the provisions of § ZS 1-309 hereof.

(10) Divisions of land for agricultural purposes in accordance with the provisions of § ZS 1-311(b)(4).

(11) Public and private conservation areas, including wildlife reservations, arboretums and demonstration forests. Minimum lot requirements shall apply for buildings only and shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet.

(12) Private noncommercial cabins, tents, recreational vehicles or manufactured or mobile homes for seasonal and not permanent or year-round occupancy. Minimum lot requirements shall be: lot area, five acres; lot area per cabin, tent, recreational vehicle or manufactured or mobile home, five acres, limited to not more than five such units; lot width, four hundred feet; front yard setback, one hundred feet [see § ZS 1-305(b) hereof]; each side yard setback, one hundred feet; and rear yard setback, one hundred feet. Such structures need not be located on a lot which abuts upon a road but are subject to Environmental Programs Division approval.

(13) Fishing, trapping, hunting, hunting blinds and wildlife observation structures. No lot requirements shall apply.

(14) Landing strips in accordance with the provisions of § ZS 1-345(a), Subsection (2) of the definition of "airfield," hereof.

(15) The addition to existing structures of telecommunications facilities that do not increase the overall height of the existing structure, subject to the provisions of § ZS 1-343 hereof.

(16) Monopoles and freestanding towers up to one hundred fifty feet in height, subject to the provisions of § ZS 1-343 hereof.

(17) Small and medium wind energy conversion systems up to a maximum of one hundred fifty feet in height, subject to the provisions of § ZS 1-344 hereof.

(18) Spray irrigation fields and storage lagoons for Class II effluent in accordance with the provisions of § ZS 1-328(g) hereof.

(19) Large solar energy systems in accordance with the provisions of § ZS 1-344(d)(2) hereof. [Added 3-15-2011 by Bill No. 11-2]

(20) Casino Entertainment District, subject to the provisions of § ZS 1-352 hereof. [Added 10-20-2020 by Bill No. 20-7]

(c) Special exceptions. The following principal uses and structures may be permitted by special exception in the A-2 District in accordance with the provisions of § ZS 1-116(c) hereof:

(1) Commercial grain dryers, feed mills, grain, fertilizer, feed, seed, implement and other agricultural storage and repair and sales facilities. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof. Facilities for the bulk handling of grain, fertilizer and other materials shall be located at least two hundred feet from all perimeter property lines and public road rights-of-way.

(2) Agricultural processing plants, storage, and wholesale or retail sale of locally grown vegetables and field crops. Minimum lot requirements shall be: lot area, five acres; lot width, four hundred feet; front yard setback, one hundred feet; each side yard, one hundred feet; and rear yard setback, one hundred feet.

(3) Livestock purchase and sales yards. Minimum lot requirements shall be: lot area, ten acres; lot width, five hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Furthermore, all buildings and yards designed for the concentrated containment of animals shall be located at least two hundred feet from any perimeter property line or public road right-of-way.

(4) Commercial repair of seafood harvesting and agricultural equipment (not including general highway vehicles). Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; provided that all work and storage areas are enclosed within a building or screened from public view.

(5) Landing, storage and processing facilities for seafood, including sales of the seafood landed or processed on site. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

(6) Aquaculture processing facilities, including freezing, packing, canning, processing, storage and shipping facilities and wholesale and retail sales. Minimum lot requirements shall apply for structures only and shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof.

(7) Roadside stands and garden centers offering for sale fresh agricultural products, fresh seafood, nursery stock, plants, gardening supplies and equipment, lawn ornaments, and similar items. Minimum lot requirements shall be: lot area, three acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-322 and 1-325 hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.

(8) Sawmills and the manufacturing or processing of wood products. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, one hundred feet; each side yard, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. No logs, lumber or by-products shall be stored in any required yard setback, and all power-driven machinery shall be located at least two hundred feet from all perimeter property lines and public road rights-of-way.

(9) Agritourism facility. On a farm, as defined herein, the use of not more than thirty percent of the gross acreage of a lot or parcel, for agritourism uses and structures as defined herein. Minimum lot requirements for the agritourism uses and structures shall be: lot area, ten acres; lot width, two hundred feet; front yard setback, fifty feet; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of §§ ZS 1-322, ZS 1-323 and ZS 1-325 hereof. Festivals may be permitted up to four times per year. For purposes of this section, a "festival" is an event conducted at an agritourism facility for up to three consecutive days for the purpose of promoting products grown on the farm or farm-related education or recreation. All amplified outdoor entertainment or background music shall only be permitted between 1:00 p.m. and 10:00 p.m. Overnight events are prohibited.

[Amended 8-17-2021 by Bill No. 21-7 [2]]

[2] *Editor's Note: This bill also repealed former Subsection (c)(10), Wineries as a part of a producing vineyard, as amended 7-19-2016 by Bill No. 16-4 and 2-21-2017 by Bill No. 16-6, and renumbered former Subsection (c)(11) through (44) as Subsection (c)(10) through (43), respectively.*

(10) Wineries as a part of a producing vineyard. Wineries include crushing, fermenting, blending, aging, storage, bottling, administrative office functions for the winery, warehousing and shipping facilities. Retail sales and tasting facilities of wine and related promotional items may be permitted as an incidental use as part of the winery operations. The retail sale of hot and cold food items for on-premises consumption only may also be permitted as an accessory use to an established winery during the hours of operation of its wine tasting facilities. The gross floor area of all wine tasting areas, retail sales, food preparation and dining areas shall not exceed two thousand five hundred square feet on the winery property. Minimum lot requirements shall apply for structures only and shall be lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject to the provisions of §§ ZS 1-322 and ZS 1-325 hereof.
[Amended 7-19-2016 by Bill No. 16-4]

A. Additionally, the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like, shall be permitted as an accessory use to an established winery. Notwithstanding the public gross floor area limitations of the winery operation as contained in Subsection (c)(10) above, one additional accessory building not exceeding three thousand square feet of gross floor area may be permitted for the commercial hosting of non-agricultural functions and events only. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements shall be: lot area, ten acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback. one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of §§ ZS 1-322 and ZS 1-325 hereof.
[Added 2-21-2017 by Bill No. 16-6]

(11) Farm labor camps for temporary occupancy. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, two hundred feet; each side yard setback, two hundred feet; and rear yard setback, two hundred feet. Furthermore, such camps shall be limited to no more than fifteen units with a maximum capacity of six persons per unit, provided that all state and County health regulations shall be met.

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

(13) Storage yards and buildings for storage of watercraft and recreational vehicles. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

(14) Structures and storage yards for contractors' shops, equipment and material storage yards, such as electrician, carpenter, plumber, HVAC, sheet metal, sign painting, printing, upholstery, furniture painting or interior decorating, merchandise fabrication and repair, but not including any retail sales. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet, and subject to the provisions of § ZS 1-325 hereof. In addition, such structures and storage yards shall be screened on all sides in accordance with the provisions of § ZS 1-322 hereof.

(15) Veterinary clinics and commercial kennels. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and

subject to the provisions of § ZS 1-325 hereof. Furthermore, all outside pens and runways shall be at least two hundred feet from any perimeter property line or public road right-of-way. [Amended 6-15-2021 by Bill No. 21-4]

(16) Fairgrounds and racetracks (but not including noncommercial racetracks). Minimum lot requirements shall be: lot area, one hundred acres; lot width, one thousand feet; front yard setback, two hundred feet; each side yard setback, two hundred feet; and rear yard setback, two hundred feet.

(17) Golf courses, including golf driving ranges but not including miniature golf courses, in accordance with the provisions of §§ ZS 1-322 and ZS 1-325 hereof.

(18) Golf teaching facilities, which may include golf driving ranges, golf holes, clubhouses and incidental retail sales. Minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

(19) Rental campgrounds, membership campgrounds and cooperative campgrounds in accordance with the provisions of §§ ZS 1-318, ZS 1-322 and ZS 1-325 hereof.

(20) Manufactured homes for nonresidential use. Use of a manufactured home for other than residential purposes shall be limited to uses permitted in the A-2 District and shall meet the lot requirements specified for such use, subject to the provisions of § ZS 1-314 hereof. See § ZS 1-305(r) hereof.

(21) Firehouses, governmental offices and other public buildings, structures and uses of an administrative or public-service type. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

(22) Schools. Minimum lot requirements shall be: lot area, five acres; lot width, four hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.

(23) Hospitals for inpatient and outpatient medical treatment. Minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.

(24) Assisted living facilities, provided they are residence-based and serve no more than five clients. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.

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

(26) [3]Bed-and-breakfast establishments, subject to the provisions of § ZS 1-340 hereof.

[3] *Editor's Note: Former Subsection (c)(26), Conversion of an existing historic or architecturally significant dwelling into an inn of a type compatible with the character of the neighborhood but not for use as a nightclub, tavern or roadhouse, was repealed 10-15-2019 by Bill No. 19-3. Bill No. 19-3 also redesignated former Subsection (c)(28) through (46) as Subsection (c)(26) through (44), respectively.*

(27) [4]Surface mining in accordance with the provisions of § ZS 1-330 hereof.

[4] *Editor's Note: Former Subsection (c)(27), Country inns for transient overnight guests, was repealed 10-15-2019 by Bill No. 19-3. Bill No. 19-3 also redesignated former Subsection (c) (28) through (46) as Subsection (c)(26) through (44), respectively.*

(28) Commercial riding and boarding stables for three or more animals. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. Furthermore, stables shall be located at least two hundred feet from any perimeter property line or public road right-of-way, and there shall be one acre of lot area for each animal stabled.

(29) Conversion of existing vacant or inactive structures previously utilized for commercial, industrial or agricultural processing purposes into uses consistent with the intent of the A-2 District and its permitted principal uses and with the general character of the surrounding area. Minimum lot requirements shall be as determined and approved by the Board of Zoning Appeals. Conversion of existing structures shall be established only with Health Department approval and shall be subject to the provisions of § ZS 1-325 hereof.

(30) Churches, temples and mosques. Minimum lot requirements shall be: lot area, two acres; lot width, two hundred feet; front yard setback, thirty feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.

(31) Cemeteries, including family burial grounds, chapels and mausoleums. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; and no side or rear yard setbacks required unless imposed by the Board. No structures, monuments or grave sites shall be located in any required yard setback.

(32) Public and private noncommercial cultural, social and recreational areas and centers, including parks, playgrounds, beaches, community centers, fraternal lodges, country clubs, swimming pools, summer camps, and racetracks. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof. All outdoor swimming pools, including adjacent deck and patio areas, locker areas, summer camp lodgings, and racetracks shall be at least two hundred feet from any perimeter property line and public road rights-of-way.

(33) Public and private (commercial and noncommercial) marinas, including fueling, boat launching and recovery, dry storage of seaworthy boats in operable condition and light maintenance facilities for hull, deck and interior repairs and painting. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

(34) Public utility structures and properties other than essential services as defined in § ZS 1-121 hereof, including cross-County lines and mains of all kinds, subject to the provisions of § ZS 1-325 hereof. Minimum lot requirements for construction, maintenance or storage buildings or yards shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. See § ZS 1-328 hereof for lot requirements for all other facilities. During its review of any public utility structure or property, the Planning Commission may require screening, buffering or landscaping of said structure or property where deemed necessary to protect adjoining land uses.

(35) Wastewater and water treatment facilities, in accordance with the provisions of § ZS 1-328 hereof.

(36) Sewage sludge disposal site areas subject to the provisions of § ZS 1-328 hereof.

(37) Solid waste disposal sites in accordance with the provisions of § ZS 1-329 hereof.

(38) Dredge spoil disposal sites. Lot requirements for dredge spoil disposal sites, special conditions of operation and conditions regarding reclamation of sites shall be as specified by the Board of Zoning Appeals.

(39) The addition to existing structures of telecommunications facilities that have the effect of increasing the overall height of the existing structure, subject to the provisions of § ZS 1-343 hereof.

(40) Monopoles and freestanding towers over one hundred fifty feet in height and guyed towers, subject to the provisions of § ZS 1-343 hereof.

(41) Small and medium wind energy conversion systems over one hundred fifty feet in height, subject to the provisions of § ZS 1-344 hereof.

(42) Noncommercial scientific research stations for the collection of atmospheric, astronomic, weather or biological data for research purposes by academic, non-profit or governmental entities. Minimum lot requirements for structures only shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. Notwithstanding the provisions of § ZS 1-305(n) the maximum height of any equipment or structure shall be fifty feet. Furthermore, all radar or microwave equipment for data collection or antennas for data transmission shall be separated by not less than five hundred feet from the nearest existing or permitted residential structure on an adjacent parcel.
[Added 12-16-2014 by Bill No. 14-12]

(43) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, twenty-five acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. The site of the commercial event itself and all associated use areas shall be located not less than five hundred feet from any residential structure on an adjacent property or public road and no variance to this requirement is permitted notwithstanding the provisions of § ZS 116(c)(4). Any amplified music associated with such a use must end by 11:00 p.m.
[Added 2-21-2017 by Bill No. 16-7]

(44) Any use or structure which is determined by the Board of Zoning Appeals to be of the same general character as an above-permitted use, not specifically mentioned in another district and compatible with the general character and intent of the A-2 District.

(d) Accessory uses and structures. The following accessory uses and structures shall be permitted in the A-2 District:

(1) On a farm, as herein defined, a second single-family dwelling for the farm owner, farm tenant or member of his immediate family or for a person primarily engaged in the operation of the farm, provided that the dwelling is located such that, if it were subdivided from the main parcel, it could meet all of the requirements for a single-family dwelling in the A-2 District.

(2) Noncommercial private residential parking garages and areas, noncommercial buildings for farm animals, swimming pools and other customary residential outbuildings and structures for

the use of residents. Buildings for farm animals shall be at least fifty feet from any perimeter property line or public road right-of-way.

(3) Customary incidental home occupations, subject to the provisions of § ZS 1-339 hereof.

(4) The keeping of not more than two roomers or boarders.

(5) Roadside stands not to exceed a maximum of one hundred fifty square feet in size and offering for sale fresh agricultural products, operated by the property owner or tenant of the premises upon which such stand is located. Such stands shall be located so as not to create a traffic hazard, shall be completely removed at the end of the fresh product season and shall be subject to the provisions of § ZS 1-305(h)(2)A hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.

(6) 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.

(7) 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.

(8) Temporary buildings and structures, subject to the provisions of § ZS 1-334 hereof.

(9) Accessory apartments, subject to the provisions of § ZS 1-338 hereof.

(10) On a farm, as defined herein, not more than two manufactured homes for the farm owner, tenant or member of his immediate family or for persons primarily engaged in the operation of the farm, provided that such manufactured homes are located in the farm building group, no closer to any public road right-of-way than the principal building, no closer than the required front yard setback and not less than one hundred feet from any side or rear lot line. Such manufactured homes shall be located only with the Environmental Programs Division approval, subject to the provisions of § ZS 1-314(a) hereof. A manufactured home in the farm building group shall be located within two hundred feet of the main farm building or accessory farm structure.

(11) Yard sales, subject to the provisions of § ZS 1-341 hereof.

(12) At the site of a fairground or racetrack as specified in Subsection (c)(16) hereof, on-site housing for owners or employees may be provided. The total amount cannot exceed one single-family residential unit and bunkhouses with a maximum of twenty-five beds with shared kitchen, bathroom and living facilities to be located in not more than five buildings. All bunkhouses must be located not more than two hundred feet from the main buildings associated with the fairground or racetrack. The one single-family residential unit may exceed the limitation of two hundred feet in separation.

(13) Noncommercial production of biofuels on a farm as a use incidental to the farm operation.

(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-roof 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.

(1) The Board of Zoning Appeals may permit as a special exception an increase in the maximum height, but not number of stories, of a residential accessory structure to no more than thirty-five feet if, in the view of the Board, such increase will serve to reduce an environmental impact and no neighborhood adverse effects or safety hazards will be created. Notwithstanding the provisions of §§ ZS 1-116(c)(4) and ZS 1-305(h)(2), any residential accessory structure exceeding twenty-five feet in height shall comply with the setbacks for the principal use or structure.
[Added 1-5-2021 by Bill No. 21-1]

(f) Other regulations. The uses and structures permitted in the A-2 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.

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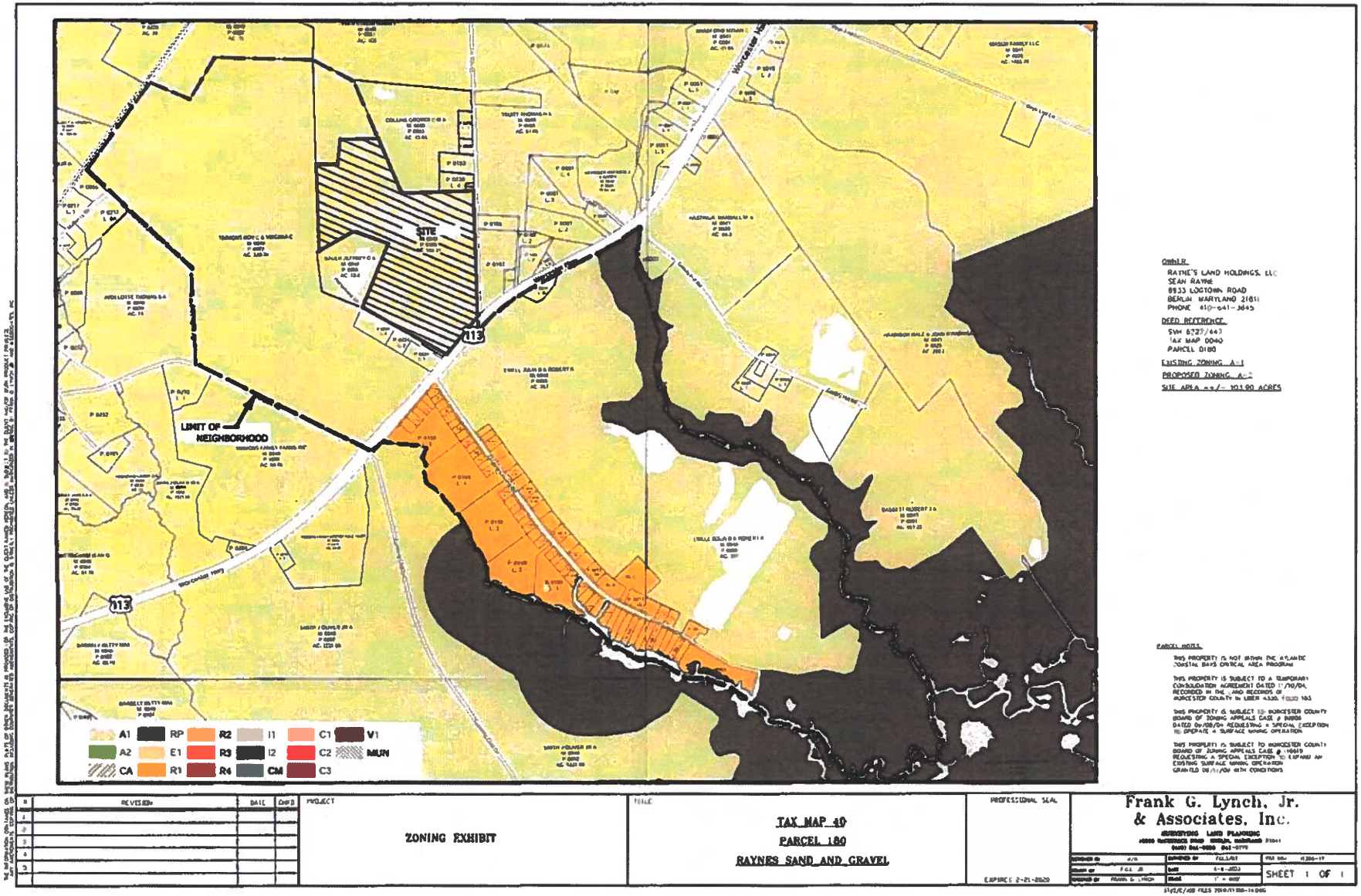

OWNER
RAYNE'S LAND HOLDINGS, LLC
SEAN RAYNE
9913 LOCUSTON ROAD
BERLIN MARYLAND 21811
PHONE 410-641-3645

DEED REFERENCE
SVM 6727/443
TAX MAP 0040
PARCEL 0180

EXISTING ZONING A-1

PROPOSED ZONING A-2

SITE AREA +-/- 103.90 ACRES

PARCEL NOTES

THIS PROPERTY IS NOT WITHIN THE ATLANTIC COASTAL BAYS CRITICAL AREA PROGRAM

THIS PROPERTY IS SUBJECT TO A TEMPORARY CONSOLIDATION AGREEMENT DATED 1/10/04, RECORDED IN THE LAND RECORDS OF WORCESTER COUNTY IN LIBER 4330, FOLIO 183

THIS PROPERTY IS SUBJECT TO WORCESTER COUNTY BOARD OF ZONING APPEALS CASE # 04808 DATED 04/08/04 REQUESTING A SPECIAL EXCEPTION TO OPERATE A SURFACE MINING OPERATION

THIS PROPERTY IS SUBJECT TO WORCESTER COUNTY BOARD OF ZONING APPEALS CASE # 10619 REQUESTING A SPECIAL EXCEPTION TO EXPAND AN EXISTING SURFACE MINING OPERATION GRANTED 08/31/06 WITH CONDITIONS

#	REVISION	DATE	CHK'D
1			
2			
3			
4			
5			
6			

PROJECT

ZONING EXHIBIT

TITLE

TAX MAP 40
PARCEL 180
RAYNES SAND AND GRAVEL

PROFESSIONAL SEAL

EXPIRES 2-21-2020

Frank G. Lynch, Jr.
& Associates, Inc.
SURVEYING LAND PLANNING

SHEET 1 OF 1

Permit Application

WORCESTER COUNTY DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
One West Market Street, Room 1201
Snow Hill, Maryland 21863
Phone: 410-632-1200 Fax: 410-632-3008

(Office Use Only)
Application No. 20-0424
Submittal Date: 5/7/2020
Permit Fee: $50
F.M. Fee
HBGF Fee
Date Issued: 9/28/2020
Expiration Date 9/28/2021

☐ Building Permit ☒ Zoning Permit ☐ Demolition Permit

ENTERED

Address of Property: 9537 Croppers Island Road, Newark, MD 21841 ☒ Road ☐ Collector ☐ Arterial

Other Description: eastern terminus of Cropper Island Road Area: 151.27 Acres

PFA: No Tax ID #: 04-010035 Zoning District: A-1

Tax Map: 40 Parcel: 241 Section: Block: Lot: C Unit:

USE OR STRUCTURE: Proposed construction of 34 additional cooperative campsites & associated site improvements Island Resort Cooperative Campground

Minimum Required Setbacks: (indiv. sites) Front Yard: 10 Feet from: ☒ Front Property Line ☐ Center of Road Right of Way

Rear Yard: 5 Ft. Left Yard: 7 Ft. Right Yard: 3 Ft.

☐ I.R.C. Review
☐ I.B.C. Review
☒ Planning Commission Jennifer Keene 9/15/2020
In accordance with site plan approved by PC on 5/7/2020
☒ County Roads Engineer see attached 9/28/2020
☐ State Roads Engineer
☐ Health Dept.
☐ Fire Marshal
☐ Liquor License

☒ Zoning Approval Jennifer Keene 9/15/2020
☐ Other Approval
*Cooperative Campground plat to be recorded prior to CO

☐ Floodplain Zone X Elevation MSL
☐ Elevation Certificate required
☐ Non-conversion Agreement required
☐ Structure must be anchored and vented

The lowest habitable floor level of any dwelling, including basements, garages, etc. shall meet the elevation required under the Worcester County Floodplain Management Law.

Environmental Programs

☒ Water Supply PRIV. ☒ Sewage Disposal PRIV
☒ Env. Programs RAT 8-18-20
☒ SEC/SWM NR 20-103 DM 9/17/20
☒ Critical Area mh-Sus. Birch 5/14/20 activity outside ACOCA limit
Designation RCA BMA 100'
☒ Forestry D Mathews 7-21-20
Plan No. FCP 03-01 & 08-09

PG. 2 of permit 20-0484

Architect Name and License

Estimated Construction Cost $ 45,000

Engineer Name and License Vista Design, Inc. License No. 3078

ALSO REQUIRED:

☐ Electrical Permit ☐ Plumbing Permit ☐ Gas Permit

☐ Consolidation ☐ CAFO _____ ☐ Foundation Survey ☐ As-Constructed Survey

☐ Landscape I & M _____

☐ Other _____

☐ Bonds: type:_____ amount $_____

The applicant hereby certifies under penalty of perjury as follows: 1) that he/she is authorized to make this application; 2) that all information provided by the applicant, whether on an original application or on an application for a revision, is true and correct, including all information on any attachments hereto; 3) that he/she will comply with all regulations of Worcester County which are applicable hereto; 4) that he/she will perform no work on the above property not specifically described in this application; 5)that any misrepresentation or misstatement of facts or any change without approval shall constitute grounds for denial and/or revocation of the permit; 6) that he/she grants County officials the right to enter onto the property for the purpose of inspecting the work permitted and posting notices; 7) that he/she assumes all responsibility to determine, request and obtain any and all required Federal, State or County permits necessary to implement this permit; and 8) that it shall be unlawful to occupy any building or structure or change the use of land until a zoning/occupancy certificate has been issued by the Department.

Expiration: If the work described in this permit has not had a substantial start (approved foundation inspection) within 12 months from the date of issuance, such permit shall expire. If the work described has not been substantiality completed (approved framing inspection) within 24 months of date of issuance, such permit shall expire. The Department may grant a single 12 month extension upon written request by the applicant, if such request is found to be reasonable and necessary for the orderly completion of the project. Expired permits shall become null and void.

Island Resort Park, LLC

CJB Owner Bob Ewell Address 9537 Cropper's Island Rd Newark, MD 21841

Phone 410-641-9838 E-Mail islandresortcamp@gmail.com Signature: Robert K. Ewell

Applicant Bob Ewell Address 9537 Cropper's Island Rd Newark, MD 21841

Phone 410-641-9838 E-Mail islandresortcamp@gmail.com Signature: Robert K. Ewell

Relationship to Owner: Same Owner/Applicant ID No.

Builder Bob Ewell / Owner Address 9537 Cropper's Island Rd Newark, MD 21841

License # Phone 410-641-9838 E-Mail islandresortcamp@gmail.com

50

Permit Application

WORCESTER COUNTY DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
One West Market Street, Room 1201
Snow Hill, Maryland 21863
Phone: 410-632-1200 Fax: 410-632-3008

(Office Use Only)
Application No. 20-0464
Submittal Date: 5/7/2020
Permit Fee: $50
F.M. Fee
HBGF Fee
Date Issued:
Expiration Date

☐ Building Permit ☒ Zoning Permit ☐ Demolition Permit

Address of Property: 9537 Croppers Island Road, Newark, MD 21841 ☒ Road ☐ Collector ☐ Arterial

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Rear Yard: 5 Ft. Left Yard: 7 Ft. Right Yard: 3 Ft.

9-28-2020

☐ I.R.C. Review
☐ I.B.C. Review
☒ Planning Commission
In accordance with site plan approved by PC on 5/7/2020

☒ County Roads Engineer
☐ State Roads Engineer
☐ Health Dept.
☐ Fire Marshal
☐ Liquor License

☒ Zoning Approval
☐ Other Approval

Environmental Programs

☒ Water Supply ☒ Sewage Disposal
☒ Env. Programs
☒ SEC/SWM
☒ Critical Area

Designation BMA

☐ Floodplain Zone Elevation MSL
☐ Elevation Certificate required
☐ Non-conversion Agreement required
☐ Structure must be anchored and vented

The lowest habitable floor level of any dwelling, including basements, garages, etc. shall meet the elevation required under the Worcester County Floodplain Management Law.

☒ Forestry
Plan No.

Road Bond received in office 9.28.20 (LL).

PAYMENT DATE
05/07/2020

COLLECTION STATION
DRP

RECEIVED FROM
Island Management Inc

DESCRIPTION
Zoning Permit 20-0424 Island Resort Campground Phase 3 expansion

Worcester County Government Center
1 W Market Street
Suite 1105
Snow Hill, MD 21863

BATCH NO.
2020-11003739

RECEIPT NO.
2020-00060802

CASHIER
Permit

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PER BLDG	Building Permits JKK - 2563	$50.00

Total Cash	$0.00
Total Check	$50.00
Total Charge	$0.00
Total Wire	$0.00
Total Other	$0.00
Total Remitted	$50.00
Change	$0.00
Total Received	$50.00

Total Amount: $50.00

Customer Copy

VISTA DESIGN, INC. *Engineers • Architects • Surveyors • Landscape Architects • Land Planning Consultants • GIS Specialists*

LETTER OF TRANSMITTAL

TO:	Jennifer Keener	**DATE:**	May 7, 2020
COMPANY:	Worcester County Dept. of Development, Review and Permitting	**REFERENCE:**	Island Resort Campground
STREET:	1 W. Market Street		
CITY/ZIP:	Snow Hill, MD 21863	**VISTA REF. NO:**	19-023
FROM:	Brian Zollinger	**CLIENT REF. NO:**	

Enclosed Are the Following Item(s):

- [ ] Plans
- [ ] Survey
- [ ] Specifications
- [ ] Shop Drawings
- [ ] Technical Data
- [ ] Letter
- [ ] Change Order
- [ ] Digital File CD
- [ ] Samples
- [ ] Invoice
- [ ] Proposal
- [ ] Contract
- [x] Other: Application & Check

No. of Copies	Dated	No. of Sheets	Description
1	05/07/20	2	Completed Zoning Permit Application
1	05/07/20		Check for $50.00

The Above Items Are Transmitted To You:

- [x] For Review & Approval
- [ ] For Your Use
- [ ] Per Your Request
- [ ] Approved as Submitted
- [ ] Approved as Noted
- [ ] Resubmit for Approval
- [ ] Returned for Corrections
- [ ] Other:

Remarks:

11634 Worcester Highway • Showell, Maryland 21862
Phone: (410) 352-3874 • Fax (410) 352-3875
www.vistadesigninc.com

WORCESTER COUNTY
DEVELOPMENT REVIEW AND PERMITTING
PERMIT FEE / INSPECTION REQUEST INFORMATION

~~Bldg~~/Zoning Permit #20-0424 Tax Map 40 Parcel 241 Section ___ Lot C Block ___

Owner Name: Island Resort Park, LLC Project Address: 9537 Croppers Island Rd.

Project Description: Phase 3 - expansion of 34 campsites & site work

The IRC Residential Building Permit Fee was calculated as follows:

Description-Livable Space

_____	_____ SF x $48.12 x .0055% =	_____
_____	_____ SF x $48.12 x .0055% =	_____
_____	_____ SF x $48.12 x .0055% =	_____
	Total for Living Space:	($ _____)

Description- Storage Areas, Garages, Enclosed Porches & Roofed-Over Decks

_____	_____ SF x $22.62 x .0055% =	_____
_____	_____ SF x $22.62 x .0055% =	_____
_____	_____ SF x $22.62 x .0055% =	_____
_____	_____ SF x $22.62 x .0055% =	_____
_____	_____ SF x $22.62 x .0055% =	_____
	Total for Garages, Porches, etc.:	($_____)

Description – Open Raised Decks

_____	_____ SF x $15.00 x .0055% =	_____
_____	_____ SF x $15.00 x .0055% =	_____
	Total for Open Decks:	($_____)

Paid @ Submittal: $_____ Balance Due: $_____ TOTAL PERMIT FEE: $ 50

(permit submittal fee is non-refundable)
(See IBC Plan Review Record for Commercial IBC Building Permit Fee)

Your permit has been issued. You are required to post the permit in the bag provided at or near the proposed construction activity. Construction will soon commence and you will need to proceed with the inspection process. Please call 410-632-1200 and press "3" to schedule an inspection unless otherwise designated. You will be asked requested date and if you prefer an AM or PM inspection. A designated exact time is not possible to guarantee. All inspection requests must be made 24 hours in advance.

The above referenced permit requires the following checked inspections:

_____ Footing (open trench & steel placed)
_____ Floor Slab (do not pour until inspected)
_____ Porch Slab (do not pour until inspected)
_____ Garage Slab (do not pour until inspected)
_____ Pour Concrete Wall (rebar in place prior to pour)
_____ Foundation (masonry, anchor bolts, crawl spaces, termite shield, sill plate, bolts, washers)
_____ (If checked, *Foundation Location survey is required — submit prior to or at this inspection)*
_____ (If checked, *property is in a flood hazard zone, and ELEVATION DETERMINATION IS REQUIRED at this stage*)
_____ First Floor Structural (piers, beams & joists)
_____ Wall Sheathing
_____ Strapping (wall system)
_____ Strapping & Tie down (Modular & Mobile)
_____ Framing (*rough in plumbing & electrical completed*)
(HVAC installer's license must be on file or submitted at this time.)
_____ Insulation (see attached requirements for Energy Code)
_____ Pre-siding (wrap, window, & doors)
_____ Brick/Stone ties (veneer on frame construct.)
_____ Masonry/ICF Reinforcement (prior to grout)

_____ Deck and/or porch footing
_____ Deck and/or porch framing

PLEASE SEE OVER

_____Electrical Service (modular and mobile)
_____Electrical Rough In (under slab) *(For Electrical inspections, call designated Inspection Agency*
__✓__Electrical Rough In (prior to framing inspect.) *on Electrical permit)*
__✓__Electrical FINAL

FIRE MARSHAL'S INSPECTIONS — CALL 410-632-5666 to discuss and schedule:
_____Sprinkler Rough-in
_____Sprinkler FINAL
_____Building FINAL

ENVIRONMENTAL PROGRAMS INSPECTIONS — CALL 410-632- 1220 to discuss and schedule:
Private Well and/or Septic FINAL
Sediment Erosion Control / Stormwater Management Pre-Con/ FINAL
Critical Area Program Regulation Compliance FINAL
Forest Conservation Program Compliance FINAL
Plumbing Rough-in/FINAL & Gas Rough-in / FINAL

COMMERCIAL SITE ZONING *(Call Jen Keener, Zoning Admin. with any questions- 410-632-1200/Ext. 1123)*
__✓__Pre- Con Meeting
__✓__ FINAL (As-Built plans of the site improvements must be submitted to the Department two weeks prior to the anticipated occupancy.

✓ Zoning
__✓__**BUILDING PERMIT FINAL** (All other FINAL inspections noted above should be completed first, if applic.)
✓ Some or all of the following documents may be required for this inspection:
_____As-Constructed/Location Survey prepared by a license surveyor registered in the State of MD
_____Elevation Certification
_____Floodplain Venting Affidavit w/$60.00 recording fee, payable to Clerk of Court
_____Non-Conversion Agreement w/$60.00 recording fee, payable to Clerk of Court

_____ZONING PERMIT FINAL

_____DEMO PERMIT FINAL – once structure is completely removed and site is cleared of debris.

After approval of ALL FINAL Inspections, please allow 48 - 72 hours for processing of the Certificate of Use and Occupancy.

****

Depending on the construction activity or design, there may be "special inspections" required that are not specifically listed above, especially with commercial permits. Please check with the Plan Reviewer and Field Inspector. A soils report may be required due to site constraints.

If the builder/owner is not ready when an inspection is requested, a $25.00 re-inspection fee may be charged. No other inspections will be scheduled until the re-inspection fee is paid.

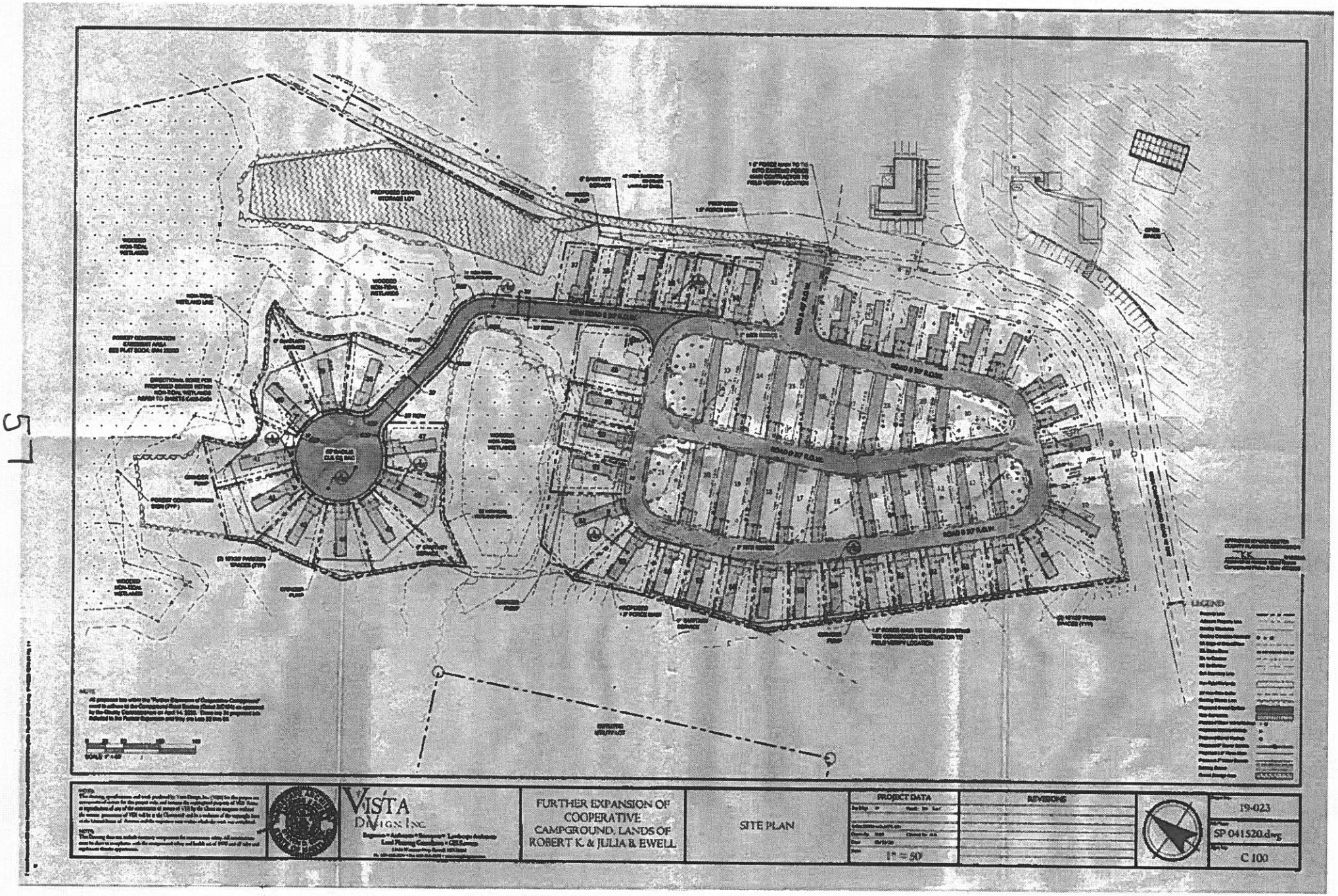
EXPIRATION: If work describe in this permit has not had a substantial start (approved foundation inspection) within 12 months from the date of issuance, such permit shall expire. If the work described has not been substantially completed within 24 months of date of issuance, such permit shall expire unless the Department receives a written request explaining the need for an extension. The Department may grant a single 12-month extension if justified. Expired permits shall become null and void. Ref: ZS §1-115(g)

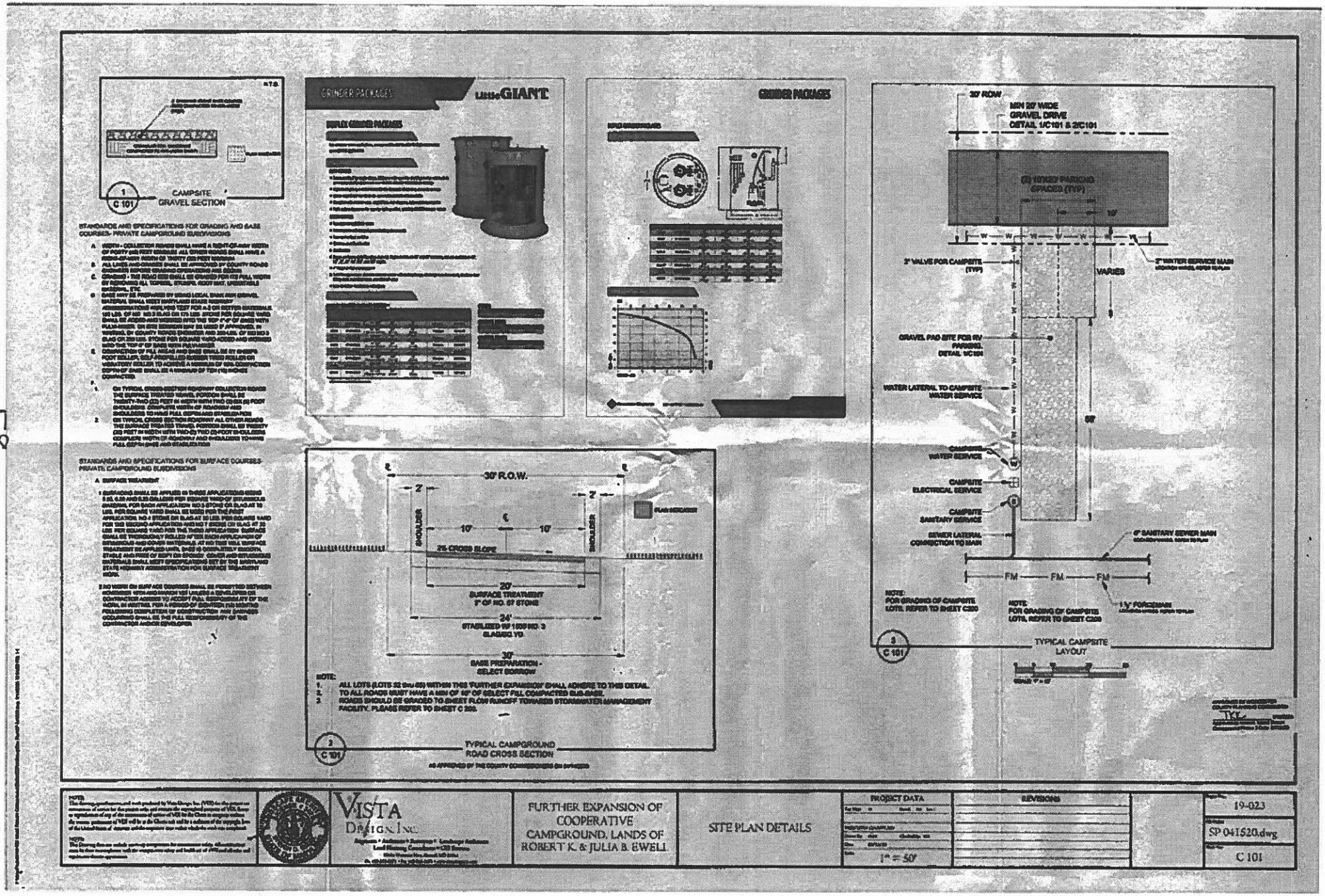
Per §1-115 (b) of the Zoning and Subdivision Control Article, it shall be unlawful to use a building or structure or part thereof until a zoning/occupancy certificate for such use has been issued by this Department. Therefore, please follow through with required inspections.

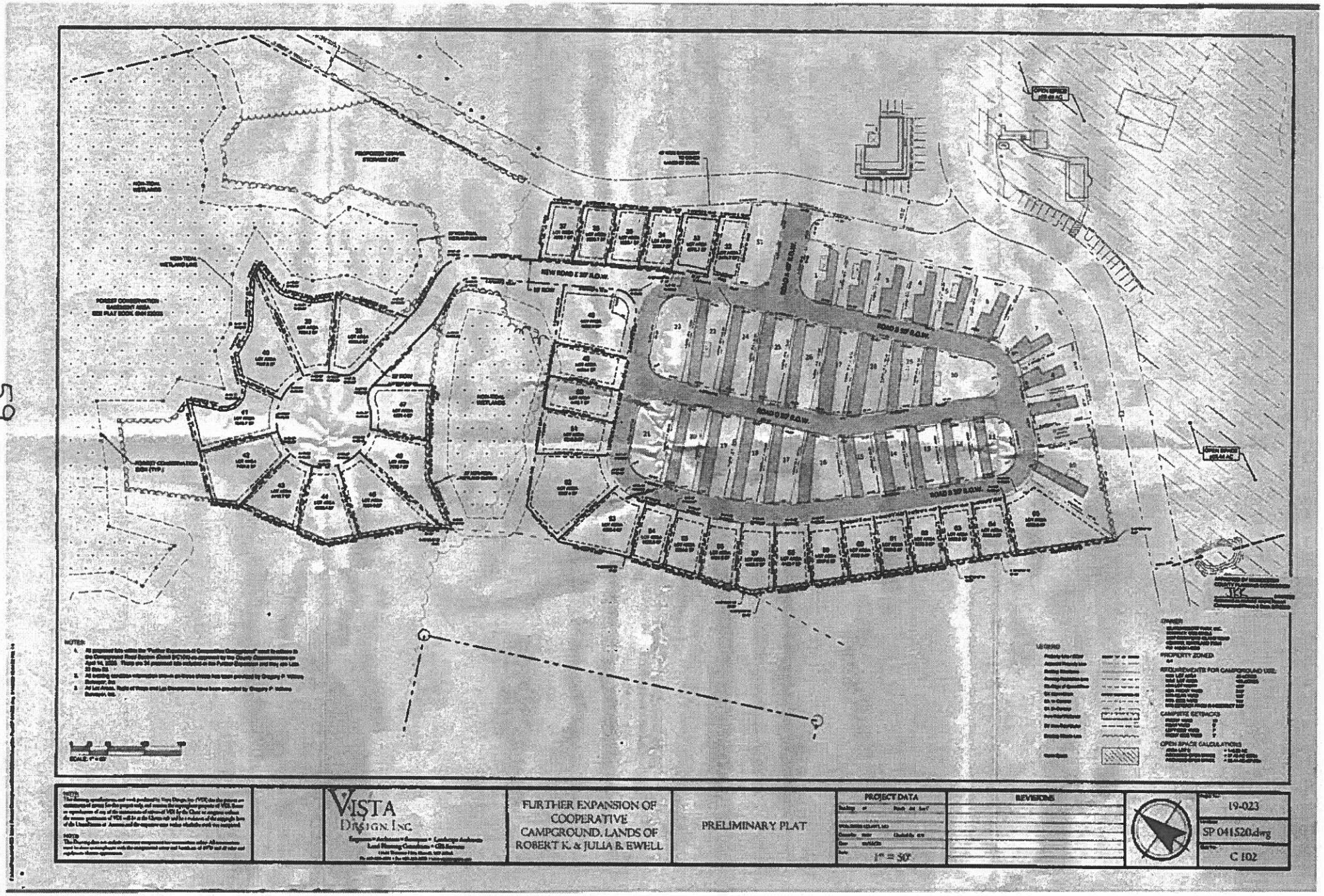
Should you have any questions, please do not hesitate to contact us (410-632-1200).
Last Revision: 07/22/19

FURTHER EXPANSION OF COOPERATIVE
CAMPGROUND, LANDS OF ROBERT K. & JULIA B. EWELL
FOURTH TAX DISTRICT
WORCESTER COUNTY, MD
PHASE 3 LINE
PHASE 3 LINE
VICINITY MAP
GENERAL NOTES
CERTIFICATION STATEMENTS
LEGEND
SITE DATA
VISTA
COVER SHEET
PROJECT DATA
FURTHER EXPANSION OF
COOPERATIVE
CAMPGROUND, LANDS OF
ROBERT K. & JULIA B. EWELL
G-001
CS-01532nd-e
19-023

56


VISTA
DESIGN INC.
FURTHER EXPANSION OF
COOPERATIVE
CAMPGROUND, LANDS OF
ROBERT K. & JULIA B. EWELL
SITE PLAN
PROJECT DATA
REVISIONS
1" = 50'
19-023
SP 041520.dwg
C 100
LEGEND


CAMPSITE GRAVEL SECTION
C 101
STANDARDS AND SPECIFICATIONS FOR GRADING AND BASE COURSES- PRIVATE CAMPGROUND SUBDIVISIONS
STANDARDS AND SPECIFICATIONS FOR SURFACE COURSES PRIVATE CAMPGROUND SUBDIVISIONS
GRINDER PACKAGES
Little GIANT
GRINDER PACKAGES
30' R.O.W.
2'
10'
10'
2'
SHOULDER
SHOULDER
2% CROSS SLOPE
20'
SURFACE TREATMENT
1" OF NO. 67 STONE
24'
STABILIZED W/ 1000 NO. 3
GLASSIC YD.
30'
BASE PREPARATION -
SELECT BORROW
NOTE:
1. ALL LOTS (LOTS 32 thru 60) WITHIN THIS 'FURTHER EXPANSION' SHALL ADHERE TO THIS DETAIL.
2. TO ALL ROADS MUST HAVE A MIN OF 40" OF SELECT FILL COMPACTED SUB-BASE.
3. ROADS SHOULD BE GRADED TO SHEET FLOW RUNOFF TOWARDS STORMWATER MANAGEMENT FACILITY. PLEASE REFER TO SHEET C 200.
TYPICAL CAMPGROUND ROAD CROSS SECTION
C 101
30' ROW
MIN 20' WIDE GRAVEL DRIVE DETAIL 1/C101 & 2/C101
(2) 10'X20' PARKING SPACES (TYP)
10'
2" VALVE FOR CAMPSITE (TYP)
VARIES
5" WATER SERVICE MAIN
GRAVEL PAD SITE FOR RV PARKING, DETAIL 1/C101
WATER LATERAL TO CAMPSITE WATER SERVICE
50'
CAMPSITE WATER SERVICE
CAMPSITE ELECTRICAL SERVICE
CAMPSITE SANITARY SERVICE
SEWER LATERAL CONNECTION TO MAIN
6" SANITARY SEWER MAIN
FM
FM
FM
1½" FORCEMAIN
NOTE: FOR GRADING OF CAMPSITE LOTS, REFER TO SHEET C200
NOTE: FOR GRADING OF CAMPSITE LOTS, REFER TO SHEET C200
TYPICAL CAMPSITE LAYOUT
3
C 101
GRAPHIC SCALE: 1" = 10'
VISTA DESIGN, INC.
FURTHER EXPANSION OF COOPERATIVE CAMPGROUND, LANDS OF ROBERT K. & JULIA B. EWELL
SITE PLAN DETAILS
PROJECT DATA
1" = 50'
REVISIONS
19-023
SP 041520.dwg
C 101


VISTA
DESIGN, INC.
FURTHER EXPANSION OF
COOPERATIVE
CAMPGROUND, LANDS OF
ROBERT K. & JULIA B. EWELL
PRELIMINARY PLAT
PROJECT DATA
REVISIONS
19-023
SP 041520.dwg
C 102

MARYLAND'S Coast
WORCESTER COUNTY

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

May 23, 2022

TO: *The Daily Times Group* and *The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: Worcester County Notice of Public Hearing for Zoning Amendment

Please print the attached Public Hearing Notice in *The Daily Times*/*Worcester County Times*/*Ocean Pines Independent* and *Ocean City Digest*/*Ocean City Today* on June 2nd, 2022 and June 9th, 2022. Thank you.

NOTICE OF PUBLIC HEARING
FOR AMENDMENT TO A
RESIDENTIAL PLANNED COMMUNITY (RPC)
TRIPLE CROWN ESTATES RPC
NORTHERLY SIDE OF GUM POINT ROAD
EAST OF PREAKNESS DRIVE
THIRD TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, application has been filed with the Worcester County Commissioners by Triple Crown Estates, LLC to amend a Residential Planned Community (RPC) on property located at the southerly terminus of King Richard Road, north of Gum Point Road. Located in the Third Tax District of Worcester County, Maryland, the property is designated on Tax Map 21 as Parcels 74 and 322. The Planning Commission reviewed the amended RPC application at its meeting on May 5, 2022 and has given a favorable recommendation. Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, the County Commissioners will hold a:

PUBLIC HEARING
ON
TUESDAY, JUNE 21st, 2022
AT 10:35 AM
COUNTY COMMISSIONERS' OFFICE
ROOM 1101 - GOVERNMENT CENTER
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

At the public hearing, the County Commissioners will consider the amended RPC 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 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. All applicable materials will be entered into record at the public hearing and are available for inspection at the Department of Development, Review and Permitting, Government Center Room 1201, One West Market Street, Snow Hill, Maryland 21863 between the hours of 8:00A.M. and 4:30 P.M., Monday through Friday (except holidays). Interested parties may also call (410) 632-1200.

THE WORCESTER COUNTY COMMISSIONERS

ITEM 22

APPROVED

WSY 5/17/22

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 DIVISON
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Weston S. Young, P.C., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director, Development Review and Permitting JKK
DATE: May 9, 2022
RE: Request to Schedule Public Hearing – Triple Crown Estates Residential Planned Community (RPC)

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with an amendment to the Step I plan associated with the Triple Crown Estates Residential Planned Community (RPC) floating zone to add another 30 single-family lots to the development. The Planning Commission reviewed the project at its meeting on Thursday, May 5, 2022 and provided a favorable recommendation to the requested amendment. A draft public hearing notice is attached, and an electronic version has been forwarded to your office as well.

The RPC is currently approved for 30 single-family dwelling lots. It is located at the southerly terminus of King Richard Road, north of Gum Point Road, and is proposed to be incorporated into the Ocean Pines subdivision.

Kristen Tremblay, AICP, Zoning Administrator, is preparing the written findings of fact and recommendation on the Planning Commission's behalf and a copy will be forwarded to the County Commissioners' Office as soon as it is complete.

If you have any questions, or need any further clarification, please do not hesitate to contact me. As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

NOTICE OF PUBLIC HEARING
FOR
AMENDMENT TO A
RESIDENTIAL PLANNED COMMUNITY (RPC)

TRIPLE CROWN ESTATES RPC
NORTHERLY SIDE OF GUM POINT ROAD
EAST OF PREAKNESS DRIVE

THIRD TAX DISTRICT
WORCESTER COUNTY, MARYLAND

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Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING
ON
TUESDAY, _____
AT _____
COUNTY COMMISSIONERS' OFFICE
ROOM 1101 - GOVERNMENT CENTER
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

At the public hearing, the County Commissioners will consider the amended RPC 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 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.

All applicable materials will be entered into record at the public hearing and are available for inspection at the Department of Development, Review and Permitting, Government Center Room 1201, One West Market Street, Snow Hill, Maryland 21863 between the hours of 8:00A.M. and 4:30 P.M., Monday through Friday (except holidays). Interested parties may also call (410) 632-1200.

Joseph M. Mitrecic, President

WORCESTER COUNTY

PLANNING COMMISSION

FINDINGS OF FACT

AND

RECOMMENDATION

TRIPLE CROWN ESTATES
RESIDENTIAL PLANNED COMMUNITY

STEP 1 PHASE 2

June 10, 2022

GENERAL INFORMATION:

Date of Planning Commission Review: May 5, 2022

Approval Requested: Step I Residential Planned Community – Establishment of the RPC Floating Zone – Triple Crown Phase II

Project Description: Proposed construction of an additional 30 single-family units.

Location: Northerly side of Gum Point Road east of Preakness Drive, Tax Map 21, Parcels 67 & 74, Tax District 3, R-1 Rural Residential District and RP Resource Protection Districts.

Owner: Triple Crown Estates, LLC/Steen Associates, Inc.
627B Ocean Parkway
Berlin, MD 21811

Engineer: Vista Design, Inc., Architect
11634 Worcester Highway
Showell, MD 21862

Background: Phase 1 was approved as a Residential Planned Community (RPC) by the County Commissioners as a Floating Zone with conditions on November 3, 2015 to allow for the development of 30 single-family dwelling units. The submission of an additional 30 units (as evidenced by this request) was anticipated at the time of original approval. Since that time, Step III (Site Plan Approval) was reviewed and approved by the Planning Commission at its April 7, 2016 meeting. The original approval was for two-family units, but in October 2020, the density was reduced by request and granted a 50% reduction in density to single-family units.

The following conditions were previously placed on **Phase I** of the Triple Crown RPC. More information on these particular conditions are provided in the following pages:

1. "There is an existing fifty-foot (50') wide ingress/egress and utility easement directly from one of the proposed cul-de-sacs within the development westward towards MD Route 589 (Racetrack Road). The narrative states that this is for emergency access only, however the easement does not reach the right-of-way of Racetrack Road. Also, the access is proposed to be gated, and Technical Review Committee and the Planning Commission recommend locating the gate at the terminus of the cul-de-sac to prevent any confusion. The applicant will also need to clarify the means of access through the easement when the plans indicate that there is an existing transformer in the middle of the easement." ***As of May 5, 2022 a chain as well as no trespassing signs have been placed across both entrances to MD Route 589 (Racetrack Road) and Gum Point Road. See attached photos.**

2. The Flood Zone information shall be updated to reflect the current designation as adopted on July 16, 2015. ***Corrected. Please see Site Plans dated January 7, 2022.**
3. The dirt road that leads to Gum Point Road shall be gated and not used for construction access. ***As of May 5, 2022 a chain as well as no trespassing signs have been placed across both entrances to MD Route 589 (Racetrack Road) and Gum Point Road. See attached photos.**

Existing Conditions: The 92.037-acre site area is comprised of approximately 90.577 acres of uplands, 1.25 acres of non-tidal wetlands and 0.21 acres of private tidal wetlands. Approximately 0.79 acres is located in the RP Resource Protection District. The property is currently being graded and roads are being installed for Phase I. Further, several single-family dwelling building permits have been applied for and are awaiting County Roads to affirm that the roads have been cleared and that the base and stabilization has been completed prior to issuance of any building permits (See §ZS 1-115(c)(5)(B)).

Proposed Project: The Triple Crown Estates RPC as shown on the Step I, Phase II plan is proposed to be a single-family dwelling residential development comprised of a total of 30 additional dwelling units in addition to the 30 dwelling units already approved for Phase I (60 single-family dwelling units in total). Setbacks as proposed are: front yard – 25 feet, side yard – six (6) feet, and rear yard – 25 feet. The minimum lot size proposed is 10,000 square feet with a minimum lot width of 80 feet.

There is no new open space proposed for Phase II. According to the March 9, 2016 Technical Review Committee Report, and as shown on the January 7, 2022 Site Plan, the project has the following calculations for open space: Proposed open space totals approximately 46.995 acres, consisting of 32.132 acres of natural open space, 3.458 acres of active recreation, and 11.405 acres of passive recreation, the majority of which will be within the existing forested areas to be retained. According to a response letter from Soule' & Associates during Phase 1, open space will consist of community gardens and walking trails.

<u>Since the time of the Phase I approvals, the State Highway Administration (SHA) has indicated the following regarding the existing 50' wide ingress/egress and utility easement:</u>
"MDOT SHA does not recognize the "Existing 50' wide ingress/egress and Utility Easement to MD 589" as an approved access point to MD 589, which includes for emergency usage. If this is access is proposed for any reason (emergency or otherwise) it will need to be included in the concept drawing and reviewed by the District 1 Access Management Office, with an approval/denial determination to be made after our analysis is complete. As the property through which this easement traverses is constructing a large scale development and in the process of obtaining a Commercial Access Permit through this office, the developer for the Triple Crown Estates will need to reach an agreement with the property owner to the west, for emergency vehicle

access from the Triple Crown property to MD 589. The emergency access is only validated by an agreement between the two parties, which clarifies that Triple Crown Estates may utilize the proposed service road and signalized approved access (when constructed) which was granted to the proposed development to the west, for emergency usage only."

**Staff had previously noted in the Technical Review Committee report that construction crews may have been using the easement for construction activities. Prior to the meeting with the Planning Commission on May 5, 2022, the applicants submitted photos showing that the dirt road to Gum Point Road and the utility easement to Racetrack Road were posted and chained to restrict access.*

It is recommended however, that in the event that the applicants wish to use the utility easement for emergency access at any point in the future, they reach out to SHA for approvals.

COMMENTS RELATIVE TO COMPLIANCE WITH BASIC RPC REQUIREMENTS:

Zoning: A development is required to meet the major RPC standards when consisting of greater than 20 proposed lots. RPC's are permitted in the R-1 Rural Residential District, and are allowed in the RP Resource Protection District, however the RP acreage cannot be counted towards the total lot area associated with the calculation of density.

Permitted Uses: In that the proposed RPC is comprised of single-family dwellings and open space, it complies with the RPC regulations relative to permitted uses.

Density: In the R-1 District, a maximum of one (1) unit per acre of the total gross lot area is allowed, exclusive of lands in the RP District. A total of 91.247 acres of land are in the R-1 District, and 0.79 acres are in the RP District. The total permitted density is 91 units, and the applicant is proposing 60 units (30 units for Phase I and 30 units for Phase II). Thus, when combined with Phase I approvals, the proposed density for the entire project is approximately 0.658 units per acre.

In 2011, the development received approval for a Growth Allocation. From a Critical Area perspective, a portion of this property is located in the Limited Development Area (LDA). The project has 55.6 acres within the Atlantic Coastal Bays Critical Area.

Maximum limitation of 70% for residential uses: The project proposes to utilize **15.7%** of its land area, exclusive of state wetlands, to residential uses including streets.

Maximum limitation of 20% of retail and service uses: There are no commercial uses proposed as part of this development at this time.

Minimum requirement of 30% for common use open space and recreational areas: Given the project's acreage of 92.037 acres, a total of 27.611 acres is required to be provided for open space. A total of 46.995 acres of the site's acreage is proposed to be set aside in open space. Open space is required to have a certain amount of active and passive recreational features, as well as lands preserved in their natural state. The breakdown as required is as follows:

- **Minimum of 50% of required open space shall be retained in its natural state:** The project is proposing to provide 32.132 acres of the total open space in a natural state. In addition, no more than 50% of this area is allowed to be private wetlands. A total of 0.21 acres within the project are private wetlands, therefore the applicant is meeting this requirement.
- **Minimum of 10% of required open space shall be for active recreation:** The project is proposing to provide 3.46 acres (12.5%) of the total required open space in active recreation. Active recreation is defined as uses, areas or activities that are oriented towards potential competition and involving special equipment. The project does not define the types of activities that will be available within the active open space at this time.
- **Minimum of 20% of required open space shall be for passive recreation:** The project is proposing to provide 11.405 acres (41.3%) of the total open space in passive recreation. Passive recreation is defined as uses, areas or activities oriented to noncompetitive activities which typically require no special equipment. The project does not define the types of features that will be available within the passive open space at this time.

THE FINDINGS OF THE PLANNING COMMISSION WITH REGARD TO THE ITEMS CITED IN ZS1-315(K)(2)A1(IX):

1. **The relationship of the RPC with the Comprehensive Plan, zoning regulations and other established policy guidelines:**

   The subject properties are currently in the "Existing Developed Areas" land use category of the Comprehensive Plan. One aspect of this land use category is to identify areas to be utilized for infill residential development. The subject properties and surrounding area were rezoned from A-1 Agricultural District to R-1 Rural Residential District during the Comprehensive Rezoning of 2009 in anticipation of infill development along the Gum Point Road corridor. It is anticipated that this project will be incorporated into the overall Ocean Pines Association once developed. This project therefore recognizes the surrounding existing development, and provides for inclusion into the existing neighborhood character that is Ocean Pines, in conformance with the Comprehensive Plan.

   The Comprehensive Plan also promotes the protection of the natural forested areas along the northern side of Gum Point Road. While it is too small in total land area to be considered as green infrastructure in the plan, it is strongly encouraged to be protected.

The majority of the forested areas within these parcels is to be protected in open space with a Forest Conservation Easement, and other sensitive areas such as the tidal wetland and associated buffer will be protected and enhanced under this plan.

Connectivity to main transportation networks are another feature of the proposed development that are consistent with the Comprehensive Plan. Access will be via the existing road network of Ocean Pines. The Level of Service both before and after this project is completed are at a Level A, with no significant impacts overall to the existing traffic network according to a traffic analysis provided to the Department.

Relative to consistency with the zoning regulations, the Technical Review Committee finds that the project site is zoned R-1 Rural Residential and RP Resource Protection District, the R-1 District being a zoning classification in which residential planned communities are permitted. It also finds that the project as proposed complies with those requirements cited in §ZS 1-315 relative to maximum density, maximum limitation for residential uses, minimum requirement for common use open space and recreational areas, and types of permitted uses. Furthermore, the Technical Review Committee finds that the submittals relative to the proposed project comply with the requirements cited in §ZS 1-315(k)(2)A1.

The Planning Commission reminds the County Commissioners that for individual structures, there shall be no minimum lot area, setback, bulk, lot width, or road frontage requirements. Such standards shall be approved by the Planning Commission during the Step II review.

2. **The general location of the site and its relationship to existing land uses in the immediate vicinity:**

The subject property is located on the northerly side of Gum Point Road, just east of MD Route 589 (Racetrack Road). The Planning Commission finds that this area can best be characterized as a mix of residential and agricultural land uses. Ocean Pines and those developments along Gum Point Road surrounding the subject parcels consist of primarily single-family dwellings. The current land use of the area is dominated by residential development and wooded areas. The Planning Commission finds that the proposed use as single-family residences is consistent with existing land uses in the vicinity.

3. **The availability and adequacy of public facilities, services and utilities to meet the needs of the RPC and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services:**

The Planning Commission finds that the properties proposed to be developed into the Triple Crown Estates RPC are presently zoned R-1 Rural Residential District and RP Resource Protection District. The surrounding undeveloped lands are similarly zoned. Due

to the sites' R-1 Rural Residential District zoning classification, single-family residential development at a density of one (1) dwelling unit per one (1) acre is permitted by zoning.

Furthermore, residential planned communities of the same density are permitted by that zoning district. Thus, the proposed density of 0.658 dwelling units per acre was anticipated for this immediate vicinity. As a major residential planned community, the developer could have proposed other housing types, such as townhouses, multi-family dwellings, as well as commercial retail and service uses. However, this is not proposed, and the single-family dwelling lots are consistent with the surrounding residential developments located within Ocean Pines subdivision. In addition, the development proposes to cluster the residential dwelling lots in an effort to preserve the existing forested areas, Critical Areas, and wetlands, resulting in approximately 47 acres of the 92.037 acres dedicated to open space which is encouraged by the Comprehensive Plan. Therefore, the Planning Commission concludes that the proposed Triple Crown Estates RPC will not have an adverse long-term implication on development patterns in the area.

Relative to certain public facilities, according to the applicants' written narrative, the lots will become part of the Ocean Pines development, and will be served by public water and sewer via connection to the Greater Ocean Pines Service Area. Access will be through the existing Ocean Pines road network - through an extension of King Richard Road. All roads will be built to County Roads standards and will be turned over to the Ocean Pines Association as other public roads. Ocean Pines Association also provides other infrastructure such as police, fire, and amenities. The utilities will be installed and operated by the same private utility companies that currently service the Ocean Pines subdivision.

Overall, the Planning Commission finds that there are adequate public facilities, services and utilities to serve the proposed development without any significant impacts to public facilities or services.

4. **The consistency of the RPC with the general design standards as contained in Subsections (j)(1) through (j)(5):**

Relative to the protection of key environmental features, the Technical Review Committee finds that the development has taken steps to protect the sensitive areas on the subject property, such as those lands adjacent to the tidal wetlands and tributary stream adjacent to Gum Point Road, large tracts of existing forested areas and non-tidal wetlands. The open space provided well exceeds the minimum required under the RPC regulations. There will be minimal impact to the existing forested area, with no impact to the private tidal or non-tidal wetlands or associated buffers. Buffers within the Critical Area will also be enhanced as illustrated on the Step I concept plan.

Relative to the general layout and clustering of the development, the Technical Review Committee finds that the proposed RPC consists of clustered single-family lots, minimizing land impacts, especially to environmentally sensitive lands, while maximizing contiguous open spaces. The traffic circulation patterns promote connectivity to the existing Ocean Pines development. Subsection (j)(4) of the design standards encourage limiting the number of cul-de-sac and dead-end streets. This development will have a cul-de-sac at the terminus of each road.

Overall, the Planning Commission finds that the RPC has demonstrated consistency with the general design standards contained in §ZS 1-315(j)(1) through (j)(5), though consideration should continue to be given to the issue of the number of cul-de-sac provided.

5. **The relationship of the RPC's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project:**

   No construction or phasing schedule has been provided to the Planning Commission. However, the applicant has already obtained approvals relative to the Water and Sewer Plan for the servicing of the proposed lots by public water and sewer.

6. **The capacity of the existing road network to provide suitable vehicular access for the RPC, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses:**

   The Step I plan indicates that there will be one (1) point of access for vehicular traffic through the extension of King Richard Road within the Ocean Pines subdivision. Traffic would then be directed through the south gate of Ocean Pines onto MD Route 589 (Racetrack Road). There is an existing 50' wide ingress/egress and utility easement directly from one of the proposed cul-de-sac within the development westward towards MD Route 589 (Racetrack Road). The narrative states that this is for emergency access only, however the easement does not reach the right-of-way of Racetrack Road. A gate (chain and no trespassing signs) was installed as a condition of approval for Phase I. The applicant would also need to clarify the means of access through the easement when the plans indicate that there is an existing transformer in the middle of the easement if this is proposed to be used in the future.

   **As noted in the 'Proposed Project' section of this report, the applicants have not yet gotten approvals from the Maryland State Highway Administration (SHA) to use the easement to Racetrack Road as an emergency exit. In the event that the applicants would like to use*

this easement, they are encouraged to reach out to the Maryland State Highway Administration for approvals.

A Traffic Impact Analysis was provided to the Department for review. The study was developed using an estimate of 60 proposed single-family dwellings. Based upon the study, the preparer (unidentified in the report) found that acceptable levels of service are projected for background and total peak hour traffic conditions. Level of Service A would be maintained both before and after the establishment of the subdivision. Therefore, it was their opinion that the proposed residential development could be accommodated by the existing road system. Relative to the adequacy of pedestrian and bicycle circulation, the road network will also serve these functions. The existing development does not have sidewalks or bike lanes, so if required for this development, connectivity would be an issue beyond the point of this subdivision.

Based on the traffic analysis provided, the Technical Review Committee concludes that the access points to MD Route 589 (Racetrack Road) via King Richard Road will not have a significantly adverse impact on traffic patterns in the area.

7. **The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines:**

   The Planning Commission finds that, according to the applicants' written narrative, the lots will be served by public water and sewer via the Greater Ocean Pines Service Area. The developer is responsible for construction of the facilities.

   NOTE: It should be noted that many of the comments submitted by various TRC members pertain to Step II and III of the review processes at which time, site plans and subdivision plats would be submitted, or to the permit submittals.

THE RECOMMENDATION OF THE PLANNING COMMISSION

The Planning Commission finds that the area in which the subject properties are located is recommended by the Comprehensive Plan for development with clustered or planned forms of development, with a recommended density of one (1) unit per one (1) acre and therefore concludes that the proposed Triple Crown Estates RPC, which has a density of 0.658 units per acre, is thus in accordance with the Comprehensive Plan. Additionally, the proposed project as submitted complies with the regulations as set forth in ZS1-315 relative to residential planned communities. The Planning Commission perceives the proposed project's format is in keeping with the residential character of the MD Route 589 corridor and the extension of the Ocean Pines

subdivision, which displays primarily single-family dwelling lots with some minor variety in unit types interior to existing residential developments. Likewise, the Planning Commission concludes that the project will not have an adverse impact on local traffic and transportation patterns will be adequately supplied with on-site water and septic systems. Furthermore, the Planning Commission notes that the proposed project maintains sensitive tidal and non-tidal wetlands and wooded areas, and incorporates measures to improve water quality.

Therefore, based upon its review, the Planning Commission favorably recommends that the request for establishment of the residential planned community floating zone for Triple Crown Estates RPC be approved subject to the condition that:

1. In the event that the utility easement is proposed to be an emergency access to Racetrack Road, pursuit of Maryland State Highway Administration approvals is required. A site plan indicating such must also be submitted and approved.

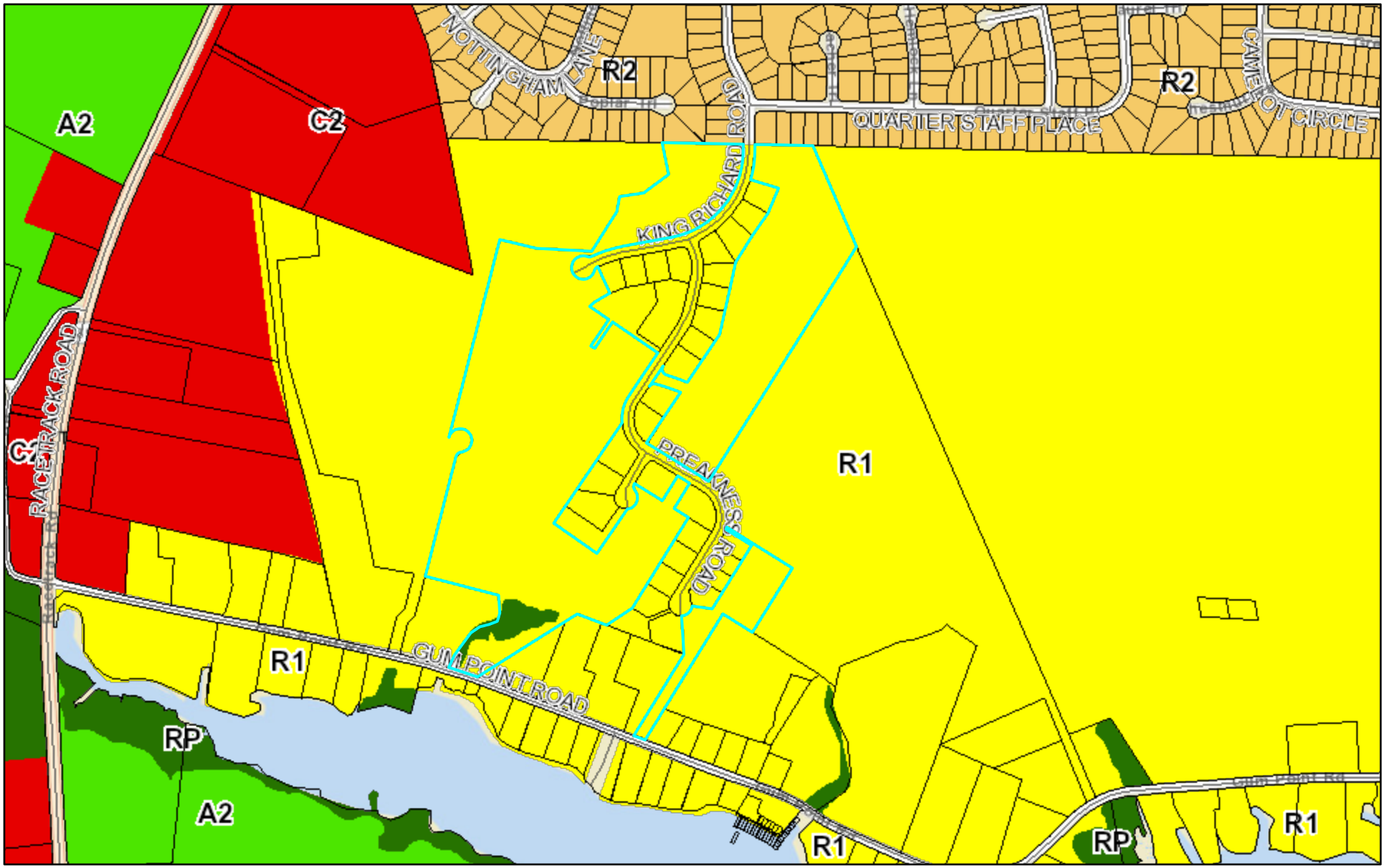
ATTACHMENTS:

1. Zoning Map
2. Photos of Chained and Posted Easements
3. Technical Review Committee Report, including the comments of Individual Committee members, the applicant's written narrative, and §ZS1-315 of the Zoning and Subdivision Control Article are attached.

**It should be noted that many comments submitted by various TRC members pertain more to later review stages such as the Step II and Step III implementation step, at which time subdivision plats would be submitted, or to the building/zoning permit stage.*

Triple Crown Estates Zoning Map

ITEM 22



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Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, NGA, USGS

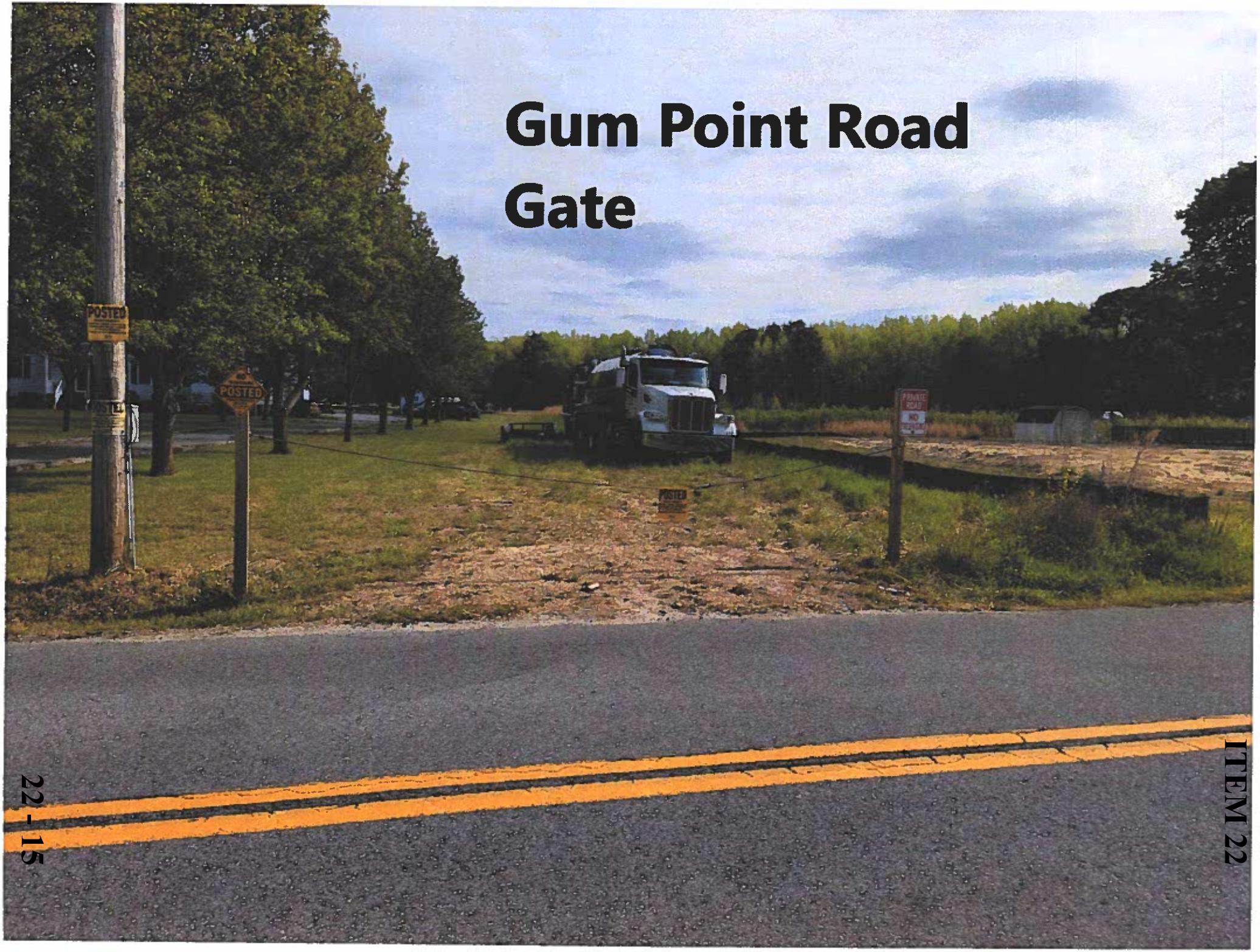
Property Lines
Centerlines

Zoning

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

DRP ArcGIS Web Map

This map is intended for planning purposed only and not for regulatory application.


Gum Point Road
Gate
POSTED
POSTED
PRIVATE ROAD
NO
POSTED

Rt 589 Stone Farm Road Gate

ITEM 22

22-16

TECHNICAL REVIEW COMMITTEE REPORT

TRIPLE CROWN RESIDENTIAL PLANNED COMMUNITY

STEP 1 PHASE 2

For Planning Commission Meeting on:
May 5, 2022

GENERAL INFORMATION:

Date of TRC Review: April 13, 2022

Approval Requested: Step I Residential Planned Community – Establishment of the RPC Floating Zone – Triple Crown Phase II

Project Description: Proposed construction of an additional 30 single-family units.

Location: Northerly side of Gum Point Road east of Preakness Drive, Tax Map 21, Parcels 67 & 74, Tax District 3, R-1 Rural Residential District and RP Resource Protection Districts.

Owner: Triple Crown Estates, LLC/Steen Associates, Inc.
627B Ocean Parkway
Berlin, MD 21811

Engineer: Vista Design, Inc., Architect
11634 Worcester Highway
Showell, MD 21862

Background: Phase 1 was approved as a Residential Planned Community (RPC) by the County Commissioners as a Floating Zone with conditions on November 3, 2015 to allow for the development of 30 single family dwelling units. The submission of an additional 30 units (as evidenced by this request) was anticipated at the time of original approval. Since that time, Step III (Site Plan Approval) was reviewed and approved by the Planning Commission at its April 7, 2016 meeting. The original approval was for two-family units, but in October 2020, the density was reduced by request and granted a 50% reduction in density to single-family units.

The following conditions were previously placed on Phase I of the Triple Crown RPC and should continue to be upheld for Phase II if provided a favorable recommendation to the County Commissioners. More information on these particular conditions are provided in the following pages:

1. There is an existing fifty-foot (50') wide ingress/egress and utility easement directly from one of the proposed cul-de-sacs within the development westward towards MD Route 589 (Racetrack Road). The narrative states that this is for emergency access only, however the easement does not reach the right-of-way of Racetrack Road. Also, the access is proposed to be gated, and Technical Review Committee and the Planning Commission recommend locating the gate at the terminus of the cul-de-sac to prevent any confusion. The applicant will also need to clarify the means of access through the easement when the plans indicate that there is an existing transformer in the middle of the easement. ***As of April 29, 2022**

no gate has been installed at the development site. More discussion on this matter may be found under the 'Proposed Project' section.

2. The Flood Zone information shall be updated to reflect the current designation as adopted on July 16, 2015. ***Corrected. Please see Site Plans dated January 7, 2022.**
3. The dirt road that leads to Gum Point Road shall be gated and not used for construction access. ***The applicants will need to address this item specifically with the Planning Commission as no gate has been installed along Gum Point Road as of today's writing.**

Existing Conditions: The 92.037-acre site area is comprised of approximately 90.577 acres of uplands, 1.25 acres of non-tidal wetlands and 0.21 acres of private tidal wetlands. Approximately 0.79 acres is located in the RP Resource Protection District. The property is currently being graded and roads are being installed for Phase I. Further, several single-family dwelling building permits have been applied for and are awaiting County Roads to affirm that the roads have been cleared and that the base and stabilization has been completed prior to issuance of any building permits (See §ZS 1-115(c)(5)(B)).

Proposed Project: The Triple Crown Estates RPC as shown on the Step I, Phase II plan is proposed to be a single-family dwelling residential development comprised of a total of 30 additional dwelling units in addition to the 30 dwelling units already approved for Phase I (60 single-family dwelling units in total). Setbacks as proposed are: front yard – 25 feet, side yard – six (6) feet, and rear yard – 25 feet. The minimum lot size proposed is 10,000 square feet with a minimum lot width of 80 feet.

There is no new open space proposed for Phase II. According to the March 9, 2016 Technical Review Committee Report, and as shown on the January 7, 2022 Site Plan, the project has the following calculations for open space: Proposed open space totals approximately 46.995 acres, consisting of 32.132 acres of natural open space, 3.458 acres of active recreation, and 11.405 acres of passive recreation, the majority of which will be within the existing forested areas to be retained. According to a response letter from Soule' & Associates, open space will consist of community gardens and walking trails.

Since the time of the Phase I approvals, the State Highway Administration has indicated the following regarding the existing 50' wide ingress/egress and utility easement:
"MDOT SHA does not recognize the "Existing 50' wide ingress/egress and Utility Easement to MD 589" as an approved access point to MD 589, which includes for emergency usage. If this is access is proposed for any reason (emergency or otherwise) it will need to be included in the concept drawing and reviewed by the District 1 Access Management Office, with an approval/denial determination to be made after our analysis is complete. As the property through which this easement traverses is constructing a large scale development and in the process of obtaining a Commercial Access Permit through this office, the developer for the Triple Crown

Estates will need to reach an agreement with the property owner to the west, for emergency vehicle access from the Triple Crown property to MD 589. The emergency access is only validated by an agreement between the two parties, which clarifies that Triple Crown Estates may utilize the proposed service road and signalized approved access (when constructed) which was granted to the proposed development to the west, for emergency usage only."

***Staff has been informed that construction crews may already be using the easement for construction activities for Phase I. The first condition of approval for Phase I does not permit the usage of this easement for anything other than in case of emergency (and must be gated), particularly without prior approval by SHA.**

It is strongly recommended that the Planning Commission encourage compliance with this condition as well as condition number three (3) immediately. As no gates have been installed either near the easement nor Gum Point Road, the applicants are encouraged to have these installed prior to the County Commissioners meeting in which the RPC application is to be reviewed.

COMMENTS RELATIVE TO COMPLIANCE WITH BASIC RPC REQUIREMENTS:

Zoning: A development is required to meet the major RPC standards when consisting of greater than 20 proposed lots. RPC's are permitted in the R-1 Rural Residential District, and are allowed in the RP Resource Protection District, however the RP acreage cannot be counted towards the total lot area associated with the calculation of density.

Permitted Uses: In that the proposed RPC is comprised of single-family dwellings and open space, it complies with the RPC regulations relative to permitted uses.

Density: In the R-1 District, a maximum of one (1) unit per acre of the total gross lot area is allowed, exclusive of lands in the RP District. A total of 91.247 acres of land are in the R-1 District, and 0.79 acres are in the RP District. The total permitted density is 91 units, and the applicant is proposing 60 units (30 units for Phase I and 30 units for Phase II). Thus, when combined with Phase I approvals, the proposed density for the entire project is approximately 0.658 units per acre.

In 2011, the development received approval for a Growth Allocation. From a Critical Area perspective, a portion of this property is located in the Limited Development Area (LDA). The project has 55.6 acres within the Atlantic Coastal Bays Critical Area.

Maximum limitation of 70% for residential uses: The project proposes to utilize **15.7%** of its land area, exclusive of state wetlands, to residential uses including streets.

Maximum limitation of 20% of retail and service uses: There are no commercial uses proposed as part of this development at this time.

Minimum requirement of 30% for common use open space and recreational areas: Given the project's acreage of 92.037 acres, a total of 27.611 acres is required to be provided for open space. A total of 46.995 acres of the site's acreage is proposed to be set aside in open space. Open space is required to have a certain amount of active and passive recreational features, as well as lands preserved in their natural state. The breakdown as required is as follows:

- **Minimum of 50% of required open space shall be retained in its natural state:** The project is proposing to provide 32.132 acres of the total open space in a natural state. In addition, no more than 50% of this area is allowed to be private wetlands. A total of 0.21 acres within the project are private wetlands, therefore the applicant is meeting this requirement.
- **Minimum of 10% of required open space shall be for active recreation:** The project is proposing to provide 3.46 acres (12.5%) of the total required open space in active recreation. Active recreation is defined as uses, areas or activities that are oriented towards potential competition and involving special equipment. The project does not define the types of activities that will be available within the active open space at this time.
- **Minimum of 20% of required open space shall be for passive recreation:** The project is proposing to provide 11.405 acres (41.3%) of the total open space in passive recreation. Passive recreation is defined as uses, areas or activities oriented to noncompetitive activities which typically require no special equipment. The project does not define the types of features that will be available within the passive open space at this time.

FINDINGS AND RECOMMENDATIONS OF THE TECHNICAL REVIEW COMMITTEE:

1. **The relationship of the RPC with the Comprehensive Plan, zoning regulations and other established policy guidelines:**

   The subject properties are currently in the "Existing Developed Areas" land use category of the Comprehensive Plan. One aspect of this land use category is to identify areas to be utilized for infill residential development. The subject properties and surrounding area were rezoned from A-1 Agricultural District to R-1 Rural Residential District during the Comprehensive Rezoning of 2009 in anticipation of infill development along the Gum Point Road corridor. It is anticipated that this project will be incorporated into the overall Ocean Pines Association once developed. This project therefore recognizes the surrounding existing development, and provides for inclusion into the existing neighborhood character that is Ocean Pines, in conformance with the Comprehensive Plan.

   The Comprehensive Plan also promotes the protection of the natural forested areas along the northern side of Gum Point Road. While it is too small in total land area to be

considered as green infrastructure in the plan, it is strongly encouraged to be protected. The majority of the forested areas within these parcels is to be protected in open space with a Forest Conservation Easement, and other sensitive areas such as the tidal wetland and associated buffer will be protected and enhanced under this plan.

Connectivity to main transportation networks are another feature of the proposed development that are consistent with the Comprehensive Plan. Access will be via the existing road network of Ocean Pines, with only an emergency access to the main road (MD Route 589 Racetrack Road), provided that its usage is approved by the Maryland State Highway Administration and is properly gated when not being used for such. The Level of Service both before and after this project is completed are at a Level A, with no significant impacts overall to the existing traffic network according to a traffic analysis provided to the Department.

Relative to consistency with the zoning regulations, the Technical Review Committee finds that the project site is zoned R-1 Rural Residential and RP Resource Protection District, the R-1 District being a zoning classification in which residential planned communities are permitted. It also finds that the project as proposed complies with those requirements cited in §ZS 1-315 relative to maximum density, maximum limitation for residential uses, minimum requirement for common use open space and recreational areas, and types of permitted uses. Furthermore, the Technical Review Committee finds that the submittals relative to the proposed project comply with the requirements cited in §ZS 1-315(k)(2)A1.

The Technical Review Committee reminds the Planning Commission that for individual structures, there shall be no minimum lot area, setback, bulk, lot width, or road frontage requirements. Such standards shall be approved by the Planning Commission during the Step II review. The Technical Review Committee also recommends that the Planning Commission consider these issues when reviewing the Step I concept plan and associated documents.

2. **The general location of the site and its relationship to existing land uses in the immediate vicinity:**

The subject property is located on the northerly side of Gum Point Road, just east of MD Route 589 (Racetrack Road). The Technical Review Committee finds that this area can best be characterized as a mix of residential and agricultural land uses. Ocean Pines and those developments along Gum Point Road surrounding the subject parcels consist of primarily single-family dwellings. The current land use of the area is dominated by residential development and wooded areas. The Technical Review Committee finds that the proposed use as single-family residences is consistent with existing land uses in the vicinity.

3. **The availability and adequacy of public facilities, services and utilities to meet the needs of the RPC and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services:**

   The Technical Review Committee finds that the properties proposed to be developed into the Triple Crown Estates RPC are presently zoned R-1 Rural Residential District and RP Resource Protection District. The surrounding undeveloped lands are similarly zoned. Due to the sites' R-1 Rural Residential District zoning classification, single-family residential development at a density of one dwelling unit per one acre is permitted by zoning.

   Furthermore, residential planned communities of the same density are permitted by that zoning district. Thus, the proposed density of 0.658 dwelling units per acre was anticipated for this immediate vicinity. As a major residential planned community, the developer could have proposed other housing types, such as townhouses, multi-family dwellings, as well as commercial retail and service uses. However, this is not proposed, and the single-family dwelling lots are consistent with the surrounding residential developments located within Ocean Pines subdivision. In addition, the development proposes to cluster the residential dwelling lots in an effort to preserve the existing forested areas, Critical Areas, and wetlands, resulting in approximately 47 acres of the 92.037 acres dedicated to open space which is encouraged by the Comprehensive Plan. Therefore, the Technical Review Committee concludes that the proposed Triple Crown Estates RPC will not have an adverse long-term implication on development patterns in the area.

   Relative to certain public facilities, according to the applicants' written narrative, the lots will become part of the Ocean Pines development, and will be served by public water and sewer via connection to the Greater Ocean Pines Service Area. Access will be through the existing Ocean Pines road network - through an extension of King Richard Road. All roads will be built to County Roads standards and will be turned over to the Ocean Pines Association as other public roads. Ocean Pines Association also provides other infrastructure such as police, fire, and amenities. The utilities will be installed and operated by the same private utility companies that currently service the Ocean Pines subdivision.

   Overall, the Technical Review Committee finds that there are adequate public facilities, services and utilities to serve the proposed development without any significant impacts to public facilities or services.

4. **The consistency of the RPC with the general design standards as contained in Subsections (j)(1) through (j)(5):**

   Relative to the protection of key environmental features, the Technical Review Committee finds that the development has taken steps to protect the sensitive areas on the subject

property, such as those lands adjacent to the tidal wetlands and tributary stream adjacent to Gum Point Road, large tracts of existing forested areas and non-tidal wetlands. The open space provided well exceeds the minimum required under the RPC regulations. There will be minimal impact to the existing forested area, with no impact to the private tidal or non-tidal wetlands or associated buffers. Buffers within the Critical Area will also be enhanced as illustrated on the Step I concept plan.

Relative to the general layout and clustering of the development, the Technical Review Committee finds that the proposed RPC consists of clustered single-family lots, minimizing land impacts, especially to environmentally sensitive lands, while maximizing contiguous open spaces. The traffic circulation patterns promote connectivity to the existing Ocean Pines development. Subsection (j)(4) of the design standards encourage limiting the number of cul-de-sac and dead-end streets. This development will have a cul-de-sac at the terminus of each road.

Overall, the Technical Review Committee finds that the RPC has demonstrated consistency with the general design standards contained in §ZS 1-315(j)(1) through (j)(5), though consideration should continue to be given to the issue of the number of cul-de-sac provided.

5. **The relationship of the RPC's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project:**

   No construction or phasing schedule has been provided to the Technical Review Committee. However, the applicant has already obtained approvals relative to the Water and Sewer Plan for the servicing of the proposed lots by public water and sewer.

6. **The capacity of the existing road network to provide suitable vehicular access for the RPC, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses:**

   The Step I plan indicates that there will be one point of access for vehicular traffic through the extension of King Richard Road within the Ocean Pines subdivision. Traffic would then be directed through the south gate of Ocean Pines onto MD Route 589 (Racetrack Road). There is an existing 50' wide ingress/egress and utility easement directly from one of the proposed cul-de-sac within the development westward towards MD Route 589 (Racetrack Road). The narrative states that this is for emergency access only, however the easement does not reach the right-of-way of Racetrack Road. A gate was to be installed as a condition of approval for Phase I. The applicant will also need to clarify the means of

access through the easement when the plans indicate that there is an existing transformer in the middle of the easement.

**As noted in the 'Proposed Project' section of this report, the applicants have not yet gotten approvals from the Maryland State Highway Administration (SHA) to use the easement as an emergency exit. It is recommended that this task be started as soon as possible and that the gates to both this easement and the dirt road along Gum Point Road be gated immediately.*

A Traffic Impact Analysis was provided to the Department for review. The study was developed using an estimate of 60 proposed single-family dwellings. Based upon the study, the preparer (unidentified in the report) found that acceptable levels of service are projected for background and total peak hour traffic conditions. Level of Service A would be maintained both before and after the establishment of the subdivision. Therefore, it was their opinion that the proposed residential development could be accommodated by the existing road system. Relative to the adequacy of pedestrian and bicycle circulation, the road network will also serve these functions. The existing development does not have sidewalks or bike lanes, so if required for this development, connectivity would be an issue beyond the point of this subdivision.

Based on the traffic analysis provided, the Technical Review Committee concludes that the access points to MD Route 589 (Racetrack Road) via King Richard Road will not have a significantly adverse impact on traffic patterns in the area.

7. **The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines:**

The Technical Review Committee finds that, according to the applicants' written narrative, the lots will be served by public water and sewer via the Greater Ocean Pines Service Area. The developer is responsible for construction of the facilities.

NOTE: It should be noted that many of the comments submitted by various TRC members pertain to Step II and III of the review processes at which time, site plans and subdivision plats would be submitted, or to the permit submittals.

Procedure: The Planning Commission shall make findings of fact relative to the application and its consistency with the Comprehensive Plan, the terms of the Zoning and Subdivision Control Article, and all other applicable laws and regulations. The seven (7) findings of the Technical Review Committee above must also be addressed by the Planning

Commission in their report to the County Commissioners. **The Planning Commission is encouraged to make a recommendation (favorable or unfavorable) relative to the application which may address the items outlined in the Technical Review Committee Report or other items as appropriate. Further, the Planning Commission is encouraged to discuss the conditions placed on Phase I regarding access and gate placement.**

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
April 13, 2022

Project: Triple Crown – Major Site Plan Review (RPC)
Step I review for Phase II of Triple Crown Residential Planned Community (RPC). Proposed construction of an additional 30 Single-Family Units. Located on the northerly side of Gum Point Road east of Preakness Drive, Tax Map 21, Parcels 67 & 74, Tax District 3, R-1 Rural Residential District, Triple Crown Estates, LLC, owner / Vista Design, Inc., architect.

Prepared by: Stuart White, DRP Specialist
Contact: 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 $300 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:

§**ZS1-205**	R-1 Rural Residential District
§ZS1-208	General Residential District
§**ZS1-305**	Lot Requirements Generally
§**ZS1-306**	Access to Structures
§ZS1-311	Major and Minor Subdivisions
§ZS1-301	RPC Residential Planned Communities
§**ZS1-319**	Access and Traffic Circulation Requirements
§**ZS1-321**	Off Street Loading Spaces
§**ZS1-322**	Landscaping and Buffering Requirements
§**ZS1-324**	Signs
§ZS1-327	Additional Setbacks from Drainage Ditches and Stormwater Management Facilities

1. Please clearly label the site plan as Step I Phase II for overall tracking purposes.
2. Consider a continuous road pattern rather than the current cul-de-sac design.

WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE

Department of Development Review & Permitting
Worcester County Government Center
1 W. Market St., Room 1201
Snow Hill, Maryland 21863
pmiller@co.worcester.md.us

****

Project: Triple Crown Estates
Date: 4/13/2022
Tax Map: 21 Parcel: **67 & 74** Section:_____ Lot:_____ Block:_____

SITE SPECIFIC COMMENTS

1. Current Codes: 2018 International Residential Code
   2018 International Energy Conservation Code
   2017 NEC
   (In 2022 the Maryland Codes Administration will begin the process of adopting the 2021 International Codes)

2. Comply with Worcester County Floodplain Regulations (where applicable).

3. The overall building height is to be clearly indicated on the construction documents. Maximum 45 feet building height permitted for townhomes, an as-built height certification may be required prior to framing inspection.

4. Footings shall be supported on undisturbed natural soils or engineered fill. Soils report and compaction testing required prior to footing inspection.

There is not enough information provided at this time to provide additional comments.

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863-1194
TEL: 410-632-5666
FAX: 410-632-5664

TECHNICAL REVIEW COMMITTEE COMMENTS

PROJECT: **Triple Crown Estates – Step 1 Phase II** TRC #: **2022153**
LOCATION: **Tax Map 21; Parcel 67 & 74**
CONTACT: **Triple Crown Estates LLC**
MEETING DATE: **April 13, 2022** COMMENTS BY: **Matthew Owens**
Fire Marshal

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 step 1 phase 2 construction of 30 two family dwelling lot residential planned community.

General Comments

1. A water supply for fire protection shall be identified indicating the following:

    a. Water Source
    b. Engineering study for reliability of water source
    c. Size (in gallons) of water source
    d. Replenishment of water supply
    e. Diameter of in ground pipe
    f. Number of hydrants
    g. Location of hydrants
    h. Roadway width and surface types
    i. Distance from hydrant to roadway

2. If public water source, approved plans by the public works department.

3. Water source plans must be approved prior to recording of plat.

4. Fire hydrants shall be located within 3 ft. of curb line. Placement of fire hydrants shall be coordinated with this office prior to installation.

5. Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible.

6. All underground water mains and hydrants **shall be installed, completed, and in service** prior to construction work or as soon as combustible material accumulates, which ever comes first. A stop work order will be issued if fire hydrants are not in service prior to construction work start.

7. Adequate emergency turn-a-round shall be provided for all streets in excess of 150 ft with cul-de-sacs. Cul-de-sacs shall have a minimum centerline radius of 50 ft.

8. Roadways shall meet current county roadway standards.

9. Fire Lanes shall be provided at the start of a project and shall be maintained throughout construction. Fire lanes shall be not less than 20 ft. in unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 ft. 6 in. of vertical clearance. Fire lane access roadways must be established prior to construction start of any structure in the project. Failure to maintain roadways throughout the project will be grounds to issue stop work orders until the roadway access is corrected.

10. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

Specific Comments

1. Single family and duplex units shall be protected by an automatic sprinkler system in accordance with NFPA 13D, *Standard for the Installation of Sprinkler Systems in One and Two Family Dwelling and Manufactured Homes.* Plans shall be submitted and approved by this office prior to the installation of such system.

2. If there is an Emergency Entrance (proposed off of Racetrack Road), this entrance would need to be marked as such and available to emergency apparatus at all times. If it's a gate controlled entrance, the gate would need to be an electronically controlled gate which would open upon the use of an emergency siren (SOS Gate Controller).

3. Complete set of building plans shall be submitted and approved prior to start of construction.

4. No further comments at this time.

Worcester County
Department of Environmental Programs
Natural Resources Division

Memorandum

To:	Technical Review Committee
From:	Jenelle Gerthoffer, Natural Resources Administrator JG
Subject:	Natural Resources Project Review
Date:	March 30, 2022
Date of Meeting:	April 13, 2022
Project:	Triple Crown Estates RPC Step I– Phase II
Location:	Gum Point Road; Tax Map: 21; Parcels: 67 and 74
Owner/Developer:	Triple Crown Estates, LLC
Engineer/Surveyor:	Vista Design, Inc.

This site has complied with the **Worcester County Forest Conservation Law.** This property is subject to Forest Conservation Plan Number 15-21, the requirements of the Forest Conservation Law were satisfied when the initial RPC was established on parcels 67 and 74. The correct Forest Conservation statement is included on the plat.

This site is located in the **Atlantic Coastal Bays Critical Area** (ACBCA) program boundary designated Limited Development Area (LDA) with an accompanying 100' and 300' buffer. This project was subject to a growth allocation that was awarded in 2012. There is a Planting Agreement and Bond on file associated with the creation of the RPC.

This project is subject to the **Worcester County Stormwater Ordinance.** The project has obtained Stormwater Site Development Plan. Final Stormwater approval is required prior to signature plan approvals. All projects with a limits of disturbance (LOD) 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.

Attachment: Phasing Memo

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: March 11, 2020

TO: Applicant

FROM: Jenelle Gerthoffer, Natural Resources Administrator JG

SUBJECT: Stormwater/Sediment Erosion Control Plan/Permit

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 Natural Resources Administrator, Jenelle Gerthoffer, at (410) 632-1220, ext. 1147.

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

TO: Stuart White, DRP Specialist
Development Review and Permitting

FROM: Christopher S. Clasing, P.E., Deputy Director

DATE: April 1, 2022

SUBJECT: TRC Meeting – April 2022 – Roads and Water/Wastewater Comments

Sketch Plan Review

a) **OC Beer Works**

i. No comments from DPW Roads Division at this time.
ii. Confirm needed EDUs assigned to the project.
iii. If proposing to connect to public sewer and brewery operations are taking place on site, pretreatment may be required prior to discharging into public sewer.

Site Plan Review

a) **Triple Crown**
i. Sheets 102-502 appear to be missing from the plan sets delivered to Public Works. Public Works Roads and W/WW Divisions will need the complete drawing set in order to provide comments.

b) **Sea Oaks Village**

i. Roadway and Utility related plan sheets are missing from the plan sets delivered to Public Works. Public Works Roads and W/WW Divisions will need the complete drawing set in order to provide comments.

c) **Diakonia**
i. Please include the water and sewer construction plans as part of the full set of plans in this submittal.
ii. The last paragraph of the TRC narrative states that water and sewer plans are substantially complete with Public Works. Per email sent from Public Works to Carpenter Engineering on 3/4/2022, In order for Public Works to approve that plans for the public water and sewer are technically correct, the Department will need utility profiles shown to accommodate the current plan set. To date, Public Works has not received a response.
iii. No comments from DPW Roads Division at this time.

cc: Kevin Lynch, Roads Superintendent
Gary Serman, W/WW Facilities Supervisor

Triple Crown Estates
Phase II

RESIDENTIAL PLANED COMMUNITY
STEP 1 CONCEPT

STEEN ASSOCIATES, TAX MAP 21, PARCELS 67 AND 74
THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND

Statement of Conformance with the Goals, Objectives and Recommendations of the Worcester County, MD Comprehensive Plan

Introduction

The proposed Residential Planned Community (RPC) is comprised of 92.037 acres bordering the southern boundary of the Ocean Pines community on the north and Gum Point Road to the south. Access to the property will be from King Richard Road in Section 10 of Ocean Pines, with an emergency exit through a 50' wide Ingress/Egress Easement from the western boundary of the property to Maryland Route 589. The property has a total of 60 EDU's of public water and sewer capacity through the County's Ocean Pines Water and Sewer Service Area, and an Amendment to the Worcester County Water and Sewer Plan was approved by the State. The property is partially in the Maryland Coastal Bays Critical Area, and has received a Growth Allocation for the development of a subdivision of 60 lots. Extensive environmental work, as well as analysis of stormwater measures, buffer protection measures, traffic and other planning concerns was performed during the Growth Allocation Request approval process.

The original RPC request consisted of 60 duplex units. A revision to the original request was submitted (and approved) in October 2020 reducing the 60 duplex units to 30 single family lots. Phase I is nearly complete and owner/developer has decided to use the remaining sewer allocation to complete Phase II of Triple Crown Estates. Phase II also consist of 30 single family units. The change from duplex to single family lots is a result of the demand on the current housing market.

Following final approval, Phase II, will become part of the Ocean Pines development and the Ocean Pines Association, Inc., subject to all the rules and dues of the Association. The water and sewer facilities will be owned and operated by Worcester County, and the roads will be owned and maintained by the Ocean Pines Association. All construction costs will be borne by the Owner.

The Growth Allocation Critical Area Site Plan was based on a subdivision layout calling for 60 single family lots, based on the current zoning of R-1 and RP for the property. With Phase-1 approved, this RPC application is for Phase-2 the additional 30 single family lots to be included

in Triple Crown Estates. As Ocean Pines is a community with a mix of single family, townhouse, villas and condominium units, single family homes will be compatible with the rest of the existing Ocean Pines development. This phase will bring the density of this development back to which was originally approved.

Much of the preliminary design was performed during the Growth Allocation application process. As a consequence, the layout of the project considered all of the environmental factors affecting the site. These included both tidal and non-tidal wetlands, tributary streams, extensive forested areas and songbird habitat and Critical Area buffers. The plans preserve all of the existing forest, along with zero disruption of any tidal or non-tidal wetlands or their buffers. Final design of stormwater management measures for Phase-2 has been completed and approved, meeting the requirements for Environmental Site Design of the Maryland Department of the Environment. In addition, planting plans for the Critical Area and Tributary Stream Buffers were also developed and approved. The Stormwater Management Plan and the Buffer Planting Plan are included in the drawings.

This written statement in support of the RPC will discuss the project's conformance with the goals, objectives and recommendations of the Comprehensive Plan, compliance with the established development policy regulations, specifically in relation to the Land Use, Natural Resources, Economy, Housing, Public Infrastructure and Transportation areas contained within the Plan.

Land Use

The property is currently zoned R-1 residential, with a small portion zoned RP, Resource Protection, and are in the designated Existing Developed Areas of the County's approved Land Use Plan and located between the Existing Developed Areas of Ocean Pines and Gum Point Road. Should the RPC receive final approval from the County, it will become part of the Ocean Pines community. In the Land Use objectives listed in Chapter Two of the Comprehensive Plan, five criteria are applied to infill in Existing Developed Areas to determine their suitability under the Plan. They are:

1. To limit Environmental damage. As noted previously, the property has received a Critical Areas Growth Allocation. The application for this Allocation included a preliminary design for the project that provided full protection to all environmental factors associated with the project, including tidal and non-tidal wetlands and their buffers, tributary streams, extensive forested areas and songbird habitat and Critical Area buffers. Planting plans for the various buffers were also included in the design.

2. To reduce land consumption outside existing communities. The design of this subdivision preserves existing drainage patterns and environmentally sensitive areas while protecting existing forest through forest conservation and site design that prevents the

clearing of any trees. The development of single family homes on this property is a low density and fits well with the existing mix use of both single family and multi-family development types throughout Ocean Pines development. As stated above, should the project be approved, it will become part of the Ocean Pines community.

3. To minimize impacts on natural, economic and social resources. The project's impacts on natural resources are discussed above. It will provide a positive impact on economic resources, providing needed single family housing in the County and an increased tax base. The social resources for this project are in place through the Ocean Pines Association and the County.

4. To efficiently provide adequate public facilities and services. The project will be served by public water and sewer provided through the Ocean Pines Service Area of Worcester County. The property currently has 60 EDU's of water and sewer service in place. Construction of the facilities within the project will be undertaken by the Owner and dedicated to the County. Access to the project will be by extension of King Richard Road from Section 10 of Ocean Pines, and the roads will be dedicated to the Ocean Pines Association, Inc. Electrical, telephone, cable and gas services will be installed and operated by private utilities currently servicing Ocean Pines.

5. To minimize adverse impacts on existing communities and to foster a cooperative approach to land use planning and development. The project uses existing water, sewer and roads to create a natural extension of the Ocean Pines community. The project has been designed to eliminate environmental impacts and to reduce other impacts such as extensive road systems, traffic impacts and sprawl beyond suitable infill areas.

In summary, this project meets the goals of the Comprehensive Plan for Land Use planning and will produce a well-planned addition to the existing Ocean Pines community while preserving existing drainage patterns and environmental features. Ocean Pines Association, Inc. has indicated support for this project.

Natural Resources

The preliminary design developed in the Growth Allocation application and contained in this RPC Step 1 Concept Plan submittal provides extraordinary protection to all natural resources on the property. Tidal and non-tidal wetlands and their buffers, tributary streams, extensive

forested areas and songbird habitat and Critical Area buffers are all protected. Planting plans with suitable vegetation have been developed. Stormwater management meeting the Environmental Site Design criteria of the Maryland Department of the Environment is included in the design.

Economy

The project will provide positive benefits to the County's economy. The addition of newly built single family homes will meet the needs of the competitive housing market, while increasing the local tax base. Additional housing in this area provides additional employment opportunities and reduced commuting times.

Housing

The property currently has 60 EDU's of water and sewer available from the County's Ocean Pines Water and Sewer Service Area, allowing for the development of 60 housing units. The proposed RPC will allow the development of Phase-2 30 additional single family homes to the already approved phase-1 30 single family homes of Triple Crown Estates providing much needed inventory of single family homes on Worcester County. The development of single family homes is consistent with the mix of single family and multi-family housing types currently in place within Ocean Pines.

Public Infrastructure

The water and sewer facilities to serve the proposed RPC are in place within Ocean Pines, owned and operated by Worcester County. The project already possesses 60 EDU's of water and sewer service. The water and sewer facilities to serve the project will be constructed by the Owner and dedicated to Worcester County. Water will consist of an extension from the mains in King Richard Road, with looping within the property to provide adequate pressure and flow. A water line will also be extended west though the 50' wide access easement towards MD Route 589 for future development along Route 589. The sewer will be a force main system consisting of EONE units located on each lot pumping into an existing 6" force main from Ocean Downs Casino to a manhole located on King Richard Rd. The sewer force main service Ocean Downs was designed to serve this project. Electrical, telephone, cable and gas services will be provided by private utility companies via extensions from their Ocean Pines systems.

Transportation

The proposed RPC will be served by roads owned and maintained by the Ocean Pines Association, Inc. Access to the project will be by an extension of King Richard Road from Section 10 of Ocean Pines. The roads within the project will be built in accordance with

Worcester County Road Standards and dedicated to the Association. An emergency exit will be provided through an existing 50 foot access easement at the west side of the property. This emergency exit will be gated.

A traffic study has been performed as a part of the initial RPC submission, and the results show that the development will not affect the Level of Service on the roads which will serve it, including King Richard Road, Ocean Parkway, Manklin Creek Road and the South Entrance from Ocean Pines to Racetrack Road (MD 589).

Implementation

This RPC must be reviewed and approved through the process specified in the Worcester County Code, Chapter ZS 1-315 and the County's process for RPC approval. Should the necessary approvals explained herein be received, the project will then proceed through the County subdivision process, which will include the preparation of all final design and construction documents, including plats, road, water, sewer, stormwater, sediment and erosion control, landscaping and other plans required for permitting and construction of the development. These plans will then be submitted to the Planning Commission for approval. Bonds will be posted by the Owner and a Building Permit obtained. Construction will then begin, with all costs borne by the Owner. Upon completion and final inspections, the plats will be recorded and public infrastructure elements dedicated to Worcester County and Ocean Pines Association, Inc.

TRIPLE CROWN ESTATES

RPC STEP I PHASE II
TAX MAP 21, PARCELS 67 & 74
THIRD TAX DISTRICT, WORCESTER COUNTY MARYLAND

SITE DATA

OWNER/DEVELOPER

PARCEL 67 - TRIPLE CROWN ESTATES, LLC
627B OCEAN PARKWAY
BERLIN, MD 21811-1708
410-837-4787

PARCEL 74 - STEEN ASSOCIATES, INC.
627B OCEAN PARKWAY
BERLIN, MD 21811-1708
410-837-4787

CONSULTANT

VISTA DESIGN, INC.
CONTACT: STEVE ENGEL, R.L.A.
11634 WORCESTER HIGHWAY
SHOWELL, MARYLAND 21862
PHONE: (410) 352-3874
FAX: (410) 352-3875

SITE INFORMATION

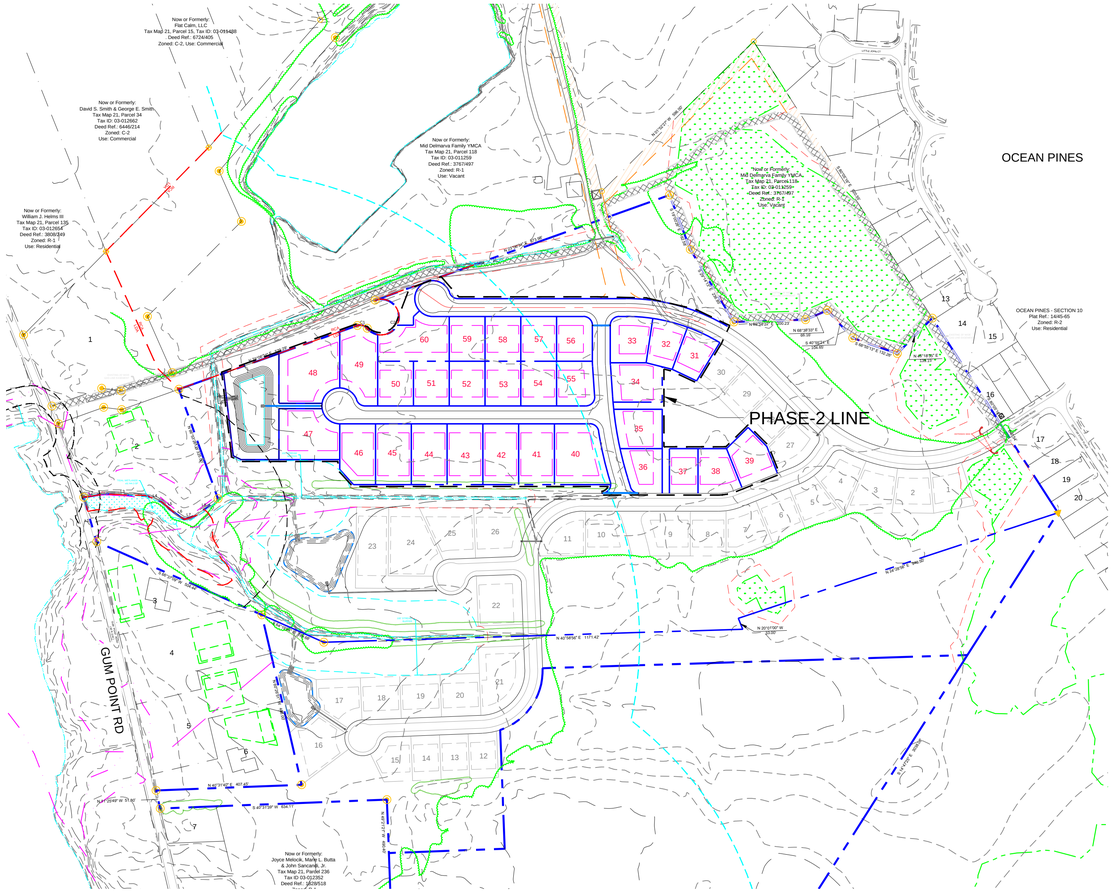
1. TAX MAP NO. 21, PARCEL 67 & 74
2. DEED REF. : PARCEL 67 - 5856/382
   PARCEL 74 - 2666/581
3. PLAT REF. : PARCEL 67 - 184/18
   PARCEL 74 - NONE
4. TAX ACCOUNT ID: PARCEL 67 - 03-012433
   PARCEL 74 - 03-010562
5. ZONING : PARCEL 67 - R-1 (45.424 AC) & RP (0.790 AC)
   PARCEL 74 - R-1
6. SETBACKS: FRONT = 25'
   SIDE = 6' (LOTS 9 & 10 HAVE 25' SODE YARD SETBACK AS SHOWN ON SHEETS 3 & 4)
   REAR = 25'
7. MINIMUM LOT STANDARDS AS APPROVED BY WORCESTER COUNTY PLANNING COMMISSION:
   LOT SIZE: 10,000 SQ.FT.
   LOT WIDTH: 80'
   BUILDABLE AREA: 5,100 SQ.FT.
   MAXIMUM BUILDING HEIGHT 45'
8. USE: PARCEL 67 - RESIDENTIAL
   PARCEL 74 - AGRICULTURAL
9. TOTAL DISTURBED AREA = 14.30 AC
10. LINEAR FOOTAGE OF ROADS
    KING RICHARD ROAD = 1,801.65'
    PREAKNESS DRIVE = 1,964.53'
    WINNER CIRCLE CT. = 295.71'
    JOCKEY COURT = 789.01'
    SEATTLE SLEW LANE = 551.74'
    TOTAL = 5,402.64
11. TOTAL STORMWATER MANAGEMENT AREA = 38,577 SF
    TOTAL NEW IMPERVIOUS AREA = 3.86 ACRES
12. NON-TIDAL WETLANDS AREA = 54,293.83 SF (1.25 AC)
    PRIVATE TIDAL WETLANDS AREA = 9,069.24 SF (0.21)
13. PUBLIC WATER & SEWER SERVICE TO BE PROVIDED BY THE WORCESTER COUNTY OCEAN PINES SERVICE AREA.
14. ATLANTIC COASTAL BAYS CRITICAL AREA LAND USE DESIGNATION: LDA
15. There are no known wetlands delineated within the Limit of Disturbance.
16. This site is subject to the Worcester County Forest Conservation Law. This site is subject to forest conservation plan No. W.C.F.C.P. #15-021. This site has been subject to a regulated activity under the Worcester County Forest Conservation Law. A forest conservation easement plat has been approved and is on file with the Department of Environmental Programs. A Perpetual Protective Agreement, Deed of Forest Conservation Easement, Worcester County, Maryland, will be recorded simultaneously with this plat in the Land Records of Worcester County, Maryland.
17. The roads and rights-of-way in this subdivision are public, and will be constructed according to the Worcester County Department of Public Works Road Standards. Upon completion and inspection and acceptance by the Worcester County Department of Public Works, they will be dedicated to the Ocean Pines Association, Inc., who will own and maintain them.
18. Plantings/landscaping in the road rights-of-way damaged by utility or road work are the responsibility of the owners if repair or replacement is required.
19. Per Worcester County Department of Environmental Programs memorandum dated August 5, 2016, sixty (60) EDU's of water and sewer capacity from the Ocean Pines Sanitary District Service Area have been assigned to this subdivision.

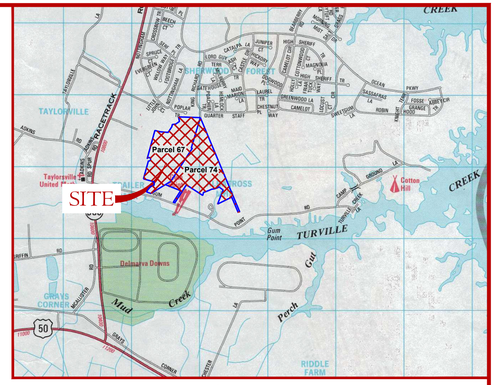
FLOOD ZONE

This site is located within Flood Zone "X", Areas determined to be outside of the 0.2% Annual Chance Floodplain per FIRM Map #24047C0160H, Effective Date July 16, 2015

STORMWATER MANAEMENTSHEET INDEX

SHEET G 001	COVER SHEET
SHEET C 100	EXISTING CONDITIONS PLAN
SHEET C 101	SITE PLAN
SHEET C 102	SITE PLAN DETAILS
SHEET C 200	STORMWATER MANAGEMENT PLAN
SHEET C 201	SWM DETAIL INFILTRATION BASIN-3
SHEET C 300	WATER & SEWER PLAN
SHEET C 301	WATER PROFILES
SHEET C 302	SEWER PROFILES
SHEET C 303	WATER & SEWER DETAILS
SHEET C 400	ROAD PLAN KING RICHARD ROAD
SHEET C 401	ROAD PLAN JOCKEY COURT
SHEET C 402	ROAD PLAN SEATTLE SLEW LANE
SHEET C 500	EROSION & SEDIMENT CONTROL PLAN
SHEET C 501	EROSION & SEDIMENT CONTROL DETAILS
SHEET C 502	EROSION & SEDIMENT CONTROL DETAILS
SHEET C 600	REVISED CRITICAL AREA PLAN
SHEET C 700	LANDSCAPE PLAN





VICINITY MAP
1" = 2000'

GENERAL NOTES

1. ALL WORK REQUIRED BY THESE DOCUMENTS (DRAWINGS AND SPECIFICATIONS) SHALL BE NEW. WHEREVER THE WORD "PROPOSED" IS USED IT IS CONSIDERED TO BE INTERCHANGEABLE WITH THE WORD "NEW" AND IS INCLUDED IN THE REQUIRED WORK.
2. THE CONTRACTOR SHALL EXAMINE A COPY OF SAID PLAN(S) AND VISIT THE SITE IN ORDER TO DETERMINE, TO HIS/HER SATISFACTION THE QUANTITIES OF WORK REQUIRED TO BE PERFORMED.
3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO THESE DRAWINGS AND SPECIFICATIONS AND TO ALL APPLICABLE FEDERAL, STATE OF MARYLAND, AND WORCESTER COUNTY REQUIREMENTS.
4. ANY DISCREPANCIES BETWEEN THE INFORMATION PROVIDED ON THESE PLANS AND THE EXISTING SITE CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER.
5. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR ANY DEVIATIONS FROM THE DRAWINGS AND SPECIFICATIONS.
6. THE CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS AND PIPE INVERTS PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL PROVIDE NECESSARY STAKEOUT OF THE LINE AND GRADE FOR THE CONSTRUCTION.
8. NO INFORMATION REGARDING DEPTH TO ANY TEMPORARY OF PERMANENT GROUND WATER TABLE IS PROVIDED ON THESE DRAWINGS. THE CONTRACTOR SHALL INVESTIGATE TO HIS SATISFACTION THE SITE CONDITIONS REGARDING DEPTH TO GROUND WATER. GENERALLY, PIPING, TRENCH AND STRUCTURE CONSTRUCTION SHALL BE EXECUTED IN A DE-WATERED STATE, CONSISTENT WITH GOOD CONSTRUCTION PRACTICE. ALL EXCAVATIONS FOR MANHOLES AND OTHER CHAMBERS SHALL BE CONTINUALLY DE-WATERED UNTIL THE BACK-FILL OPERATION HAS BEEN COMPLETED.
9. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING PARTIES, THREE (3) DAYS PRIOR TO BEGINNING ANY WORK SHOWN ON THESE DRAWINGS:

MARVIN STEEN	410-641-7950
MISS UTILITY	1-800-282-8555
VISTA DESIGN, INC	410-352-3874
WORCESTER SOIL CONSERVATION DISTRICT	410-632-3464 EXT. 3

   THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS AND METHODS RESULTING FROM ANY EARTH MOVING AND/OR TEMPORARY STOCKPILING OF EARTH OR OTHER MATERIALS ON SITE.
10. THESE DRAWINGS, THE DESIGN, AND CONSTRUCTION FEATURES DISCLOSED ARE PROPRIETARY TO VISTA DESIGN, INC. AND SHALL NOT BE ALTERED OR REUSED WITHOUT THEIR WRITTEN PERMISSION. COPYRIGHT, LATEST DATE HERE ON.
11. NO CONSTRUCTION SHALL BEGIN UNTIL A PRE-CONSTRUCTION MEETING IS HELD BETWEEN THE CONTRACTOR, OWNER, ENGINEER & THE WORCESTER COUNTY PERMIT COORDINATOR.
12. THE CONTRACTOR AND OWNER SHALL PROVIDE SUPERVISION AND CERTIFICATION OF ALL CONSTRUCTION OF STORMWATER MANAGEMENT PRACTICES THE PROVIDE INFILTRATION AND FILTERING, BY A PROFESSIONAL ENGINEER DULY LICENSED IN THE STATE OF MARYLAND.
13. THERE ARE NO STEEP SLOPES WITHIN THE LIMITS OF DISTURBANCE.
14. THERE ARE NO STREAMS OR STREAM BUFFERS WITHIN THE LIMITS OF DISTURBANCE.
15. THERE ARE NO HIGHLY ERODIBLE SLOPES WITHIN THE LIMITS OF DISTURBANCE.
16. THERE ARE NO SPRINGS, SEEPS OR INTERMITTENT STREAMS WITHIN THE LIMITS OF DISTURBANCE.
17. AN AUTOMATIC IRRIGATION SYSTEM WITH RAIN SENSORS WILL BE INSTALLED IN ALL LANDSCAPE AREAS PER ZS 1-322(b)(7), TO BE DESIGNED BY OTHERS.
18. THERE WILL NOT BE ANY EXTERIOR STORAGE OF BOATS ON THE PROPERTY.
19. SITE PLAN & EXISTING CONDITIONS PREPARED BY SOULE & ASSOCIATES DATED AUGUST 2017.

SWM CERTIFICATION STATEMENTS

1. ALL PHASES OF STORMWATER MANAGEMENT CALCULATIONS, STRUCTURE DESIGN AND CONSTRUCTION WILL ADHERE TO CURRENT WORCESTER COUNTY CODE AND STORMWATER ORDINANCE. MARYLAND STANDARDS AND SPECIFICATIONS FOR STORMWATER MANAGEMENT PLAN FOR THIS SITE.
2. ALL INFORMATION SET FORTH IN THIS PLAN ACCURATELY CONVEYS THIS SITE'S CONDITIONS TO THE BEST OF MY KNOWLEDGE.
3. ALL STRUCTURAL DEVICES FOR STORMWATER MANAGEMENT WILL BE PROTECTED BY PROPER SOIL EROSION AND SEDIMENT CONTROL DEVICES UNTIL ALL CONTRIBUTING AREAS HAVE PASSED FINAL STABILIZATION INSPECTION.
4. UPON COMPLETION OF THE PROJECT, AN AS-CONSTRUCTED SURVEY, NOTICE OF CONSTRUCTION COMPLETION (NOCC), AND LETTER OF CERTIFICATION MUST BE SUBMITTED TO THE COUNTY, EXCEPT INDIVIDUAL SINGLE FAMILY DWELLINGS. ONCE REVIEW IS COMPLETE AND APPROVED, A CERTIFICATE OF OCCUPANCY CAN BE ISSUED.
5. THE CONTRACTOR AND OWNER SHALL PROVIDE SUPERVISION AND CERTIFICATION OF ALL CONSTRUCTION OF STORMWATER MANAGEMENT PRACTICES THAT PROVIDE INFILTRATION AND FILTERING, BY A PROFESSIONAL ENGINEER DULY LICENSED IN THE STATE OF MARYLAND.

MARVIN STEEN, STEEN ASSOCIATES — DATE

OPEN SPACE CALCULATIONS

Total Site Area: 92.037 Acres

Required Open Space Area: 92.037 Acres x 30% = 27.611 Acres

Required Open Space:
- Active = 27.611 Acres x 10% = 2.761 Acres
- Passive = 27.611 Acres x 20% = 5.522 Acres
- Natural = 27.611 Acres x 50% = 13.806 Acres

Total Open Space Provided = 46.995 Acres (170.2%)

Provided Open Space:
- Active = 3.458 Acres (12.5%)
- Passive = 11.405 Acres (41.3%)
- Natural = 32.132 Acres (116.4%)

USE CALCULATIONS

Total Site Area = 92.037 Acres

Permitted Areas of Use:
- Residential = 92.037 Acres x 70% max. = 64.426 Acres
- Open Space = 92.037 Acres x 30% min. = 27.611 Acres

Proposed Residential Areas of Use:
- Residential Lot Area (Phase-1) = 10.102 Acres
- Residential Lot Area (Phase-2) = 11.931 Acres
- Street Right of Way Area = 6.354 Acres

Total Proposed Residential Areas of Use = 28.387 Acres (30.84%)

Proposed Open Space Area of Use = 46.995 Acres (50.9%)

DENSITY CALCULATIONS

Total Site Area = 92.037 Acres
Gross Lot Area = 92.037 Acres - 0.790 Acres (RP Zoning) = 91.958 Acres

Permitted Density (R-1 Zoning) = One Unit/Acre

Proposed Number of Residential Lots = 60

Proposed Density = 60 Lots/91.958 Acres = 0.65 Lots/Acre

0 100 200 400 600
SCALE: 1" = 200'

The Triple Crown Estates Homeowners Association shall be responsible for the operation and maintenance of all Stormwater Management features within the subdivision, including the Grass Swales, Infiltration Basins, Rooftop Disconnects and Sheet Flow to Conservation Areas, as shown on the construction drawings. They shall be operated and maintained per the requirements of the Maryland Environmental Site Design Manual, as noted on the drawings.

NOTE: The nontidal wetlands line as delineated by Spencer Rowe, Inc. and dated May 3, 2003 and as shown hereon has not been verified by regulatory authorities and therefore may or may not be valid for site development. At the time of site development, the nontidal wetland may be required to be verified in the field by the appropriate government agency. Development shall be required to comply with all regulations and permitting in effect at that time. Any reduction in buildable area below the statutorily prescribed minimum as a result of future regulatory verification or regulation or a change in topography may render the lot or lots as shown hereon unbuildable. The approval of this subdivision shall not constitute a representation, guarantee or warranty of any kind by Worcester County or by any official or employee thereof of the practicality, buildability or safety of any proposed use and shall create no liability upon the County, its officials or employees.

WORCESTER COUNTY ATLANTIC COASTAL BAYS CRITICAL AREA LAW

This property lies within the Worcester County Atlantic Coastal Bays Critical Area. Any and all proposed development activities must meet the requirements of Title 3 (Land and Water Resources), Subtitle I (Atlantic Coastal Bays Critical Area) of the Worcester County Code of Public Laws, as from time to time amended, in effect at the time of the proposed development activities.

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NOTE:
This Drawing does not include necessary components for construction safety. All construction must be done in compliance with the occupational safety and health act of 1970 and all rules and regulations thereto appurtenant.

NORTH

REVISIONS

PROJECT DATA
Project No.: 19-029
File Name: CS PH 2 06/03/21.dwg
OCEAN PINES, MD
WORCESTER COUNTY
Date: 01/07/22
Scale: 1" = 200'

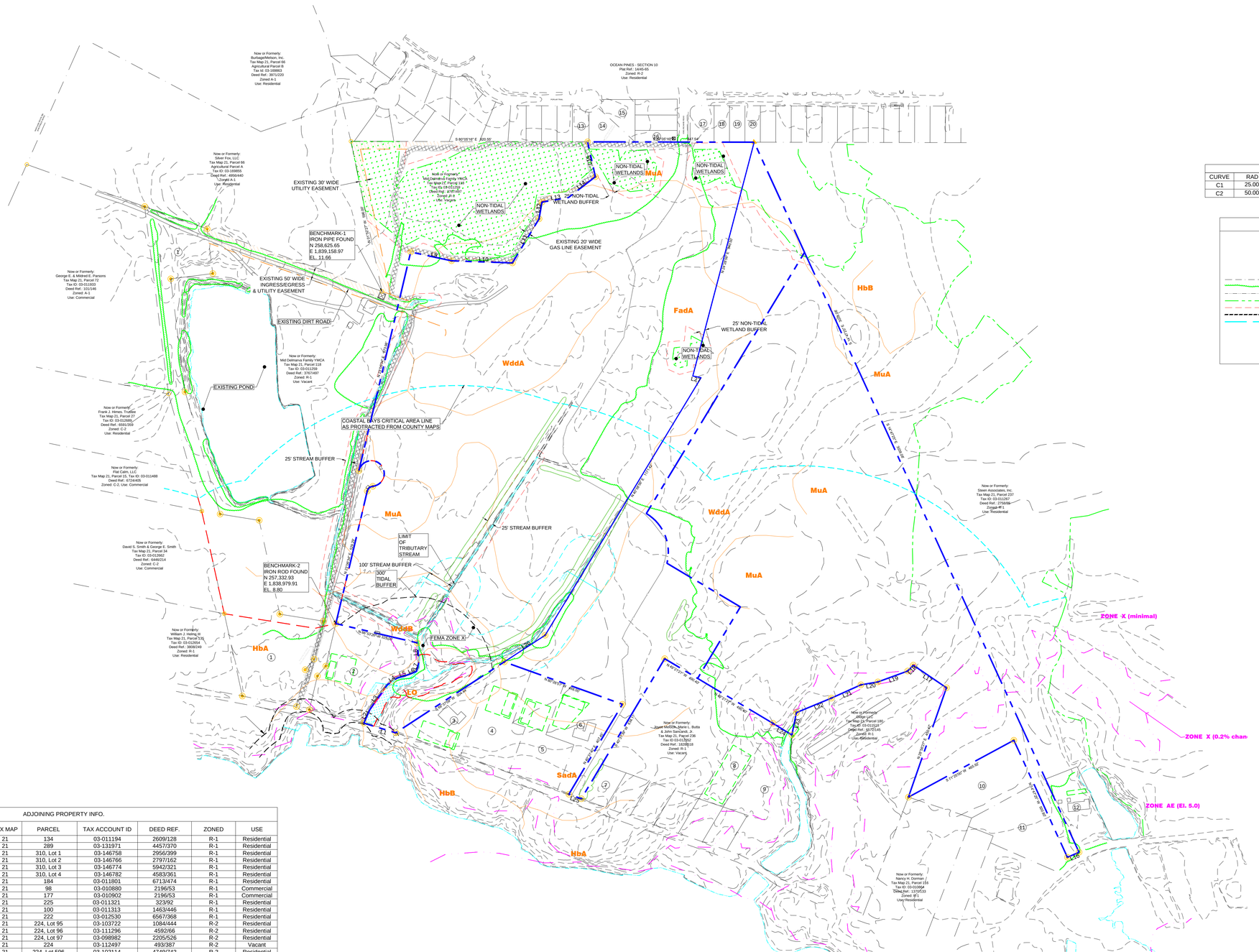
COVER SHEET

TRIPLE CROWN ESTATES PHASE II

VISTA DESIGN, INC.
Engineers • Architects • Surveyors • Landscape Architects
Land Planning Consultants • GIS Services
11634 Worcester Hwy. Showell, MD 21862
Ph. 410-352-3874 • Fax 410-352-3875 • www.vistadesigninc.com

STATE OF MARYLAND STEVEN D. ENGEL LICENSED LANDSCAPE ARCHITECT 2016

Sheet No.:
G 001



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 63°26'06" W	129.49'
L2	N 33°39'30" E	58.79'
L3	N 44°59'57" E	116.98'
L4	N 65°15'27" E	46.62'
L5	N 83°34'36" E	42.91'
L6	N 77°26'18" E	36.34'
L7	N 25°03'23" E	37.04'
L8	N 04°42'51" E	75.59'
L9	S 68°01'31" E	162.58'
L10	S 78°15'17" E	236.85'
L11	N 40°57'18" E	200.23'
L12	N 19°37'29" E	66.16'
L13	S 89°56'28" E	104.65'
L14	N 62°03'43" E	132.26'
L15	N 02°42'28" W	139.15'
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L17	N 45°59'27" W	155.94'
L18	S 53°47'22" W	31.35'
L19	S 79°35'22" W	123.22'
L20	N 89°51'38" W	67.38'
L21	S 75°39'22" W	125.81'
L22	S 77°14'22" W	147.00'
L23	S 21°14'22" W	88.83'
L24	N 48°41'50" W	86.52'
L25	N 60°26'52" W	51.80'
L26	N 66°39'02" E	189.68'
L27	N 69°02'04" W	33.00'

CURVE TABLE					
CURVE	RAD	Δ	ARC	ChL	ChB
C1	25.00'	70°31'44"	30.77'	28.87'	S 58°22'25" W
C2	50.00'	250°31'44"	218.63'	81.65'	N 31°37'35" W

LEGEND

- Iron Pipe Found
- Iron Rod Found
- Iron Axle Found
- Stone Found
- Existing Transformer
- Existing Individual Trees
- Adjoining Property/R.O.W. Lines
- Existing Woods Line
- Existing Shoreline/Top of Bank
- Non-Tidal Wetlands Line
- Non-Tidal Wetlands/Stream Buffer Line
- Tidal Wetlands Buffer Line
- Coastal Bays Critical Area Line
- Ingress/Egress and/or Utility Easement
- 20' Wide Gas Line Easement

ADJOINING PROPERTY INFO.							
	OWNER (N/F)	TAX MAP	PARCEL	TAX ACCOUNT ID	DEED REF.	ZONED	USE
1	Steen Associates, Inc.	21	134	03-011194	2609/128	R-1	Residential
2	Laura Didio	21	289	03-131971	4457/370	R-1	Residential
3	Steven J. & Billie C. Ashcraft	21	310, Lot 1	03-146758	2956/399	R-1	Residential
4	Richard Lee Ropp	21	310, Lot 2	03-146766	2797/162	R-1	Residential
5	Yat Biu Yeuhg & Zhu Yan Feng	21	310, Lot 3	03-146774	5942/321	R-1	Residential
6	Robin P. & Nicola M. Boehm	21	310, Lot 4	03-146782	4583/361	R-1	Residential
7	John I. Nickel	21	184	03-011801	6713/474	R-1	Residential
8	Bruce H. & Cheryl C. Clark	21	98	03-010880	2196/53	R-1	Commercial
9	Bruce H. & Cheryl C. Clark	21	177	03-010902	2196/53	R-1	Commercial
10	Wayne F. & Elaine L. Hoke	21	225	03-011321	323/92	R-1	Residential
11	Charlotte Powell	21	100	03-011313	1463/446	R-1	Residential
12	Edward D. Burke	21	222	03-012530	6567/368	R-1	Residential
13	William C. & Elizabeth A. Esposito	21	224, Lot 95	03-103722	1084/444	R-2	Residential
14	James Marple & Paula Stant	21	224, Lot 96	03-111296	4592/66	R-2	Residential
15	John B. & Helen A. Coles	21	224, Lot 97	03-098982	2205/526	R-2	Residential
16	Ocean Pines Association, Inc.	21	224	03-112497	493/387	R-2	Vacant
17	Matthew W. Spurrier	21	224, Lot 596	03-102114	4749/742	R-2	Residential
18	Donald E. & Peggyann M. Brown	21	224, Lot 597	03-096076	5830/199	R-2	Residential
19	Ocean Pines Association, Inc	21	224, Lot 598	03-106136	487/70	R-2	Vacant
20	Deborah S. Sheehan	21	224, Lot 599	03-108058	2466/104	R-2	Residential

0 100 200 400 600

SCALE: 1" = 200'

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NOTE:
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NORTH

REVISIONS

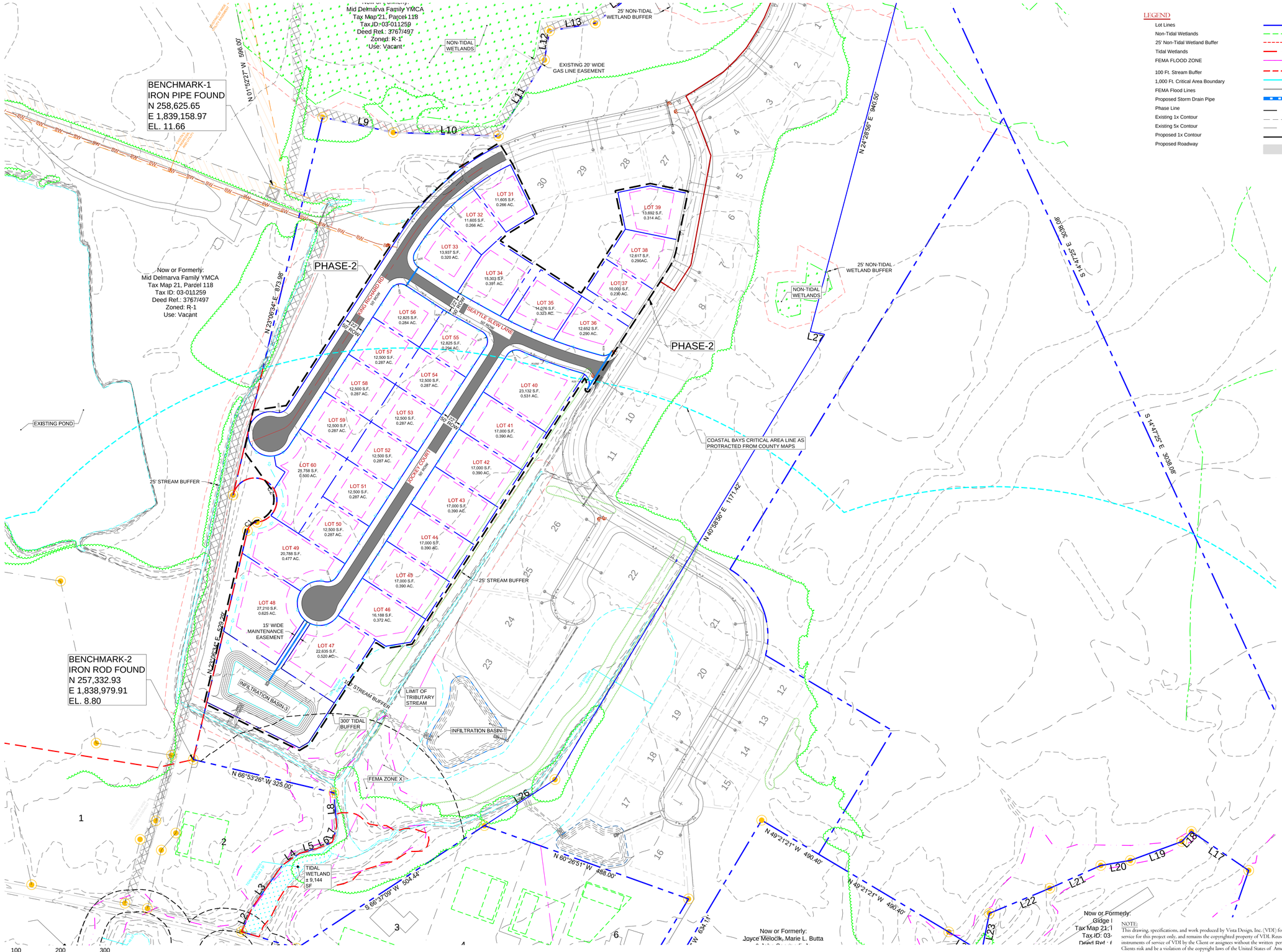
PROJECT DATA
Project No.: 19-029
File Name: SPX 070x21.dwg
WORCESTER COUNTY, MD
Date: 04/27/21
Scale: 1" = 200'

EXISTING CONDITIONS PLAN

TRIPLE CROWN ESTATES
PHASE 2

VISTA DESIGN, INC.
Engineers • Architects • Surveyors • Landscape Architects
Land Planning Consultants • GIS Services
11634 Worcester Hwy. Showell, MD 21862
Ph. 410.352-3870 • Fax 410.352-3875 • www.vistadesigninc.com

Sheet No.:
C 100



LEGEND

- Lot Lines
- Non-Tidal Wetlands
- 25' Non-Tidal Wetland Buffer
- Tidal Wetlands
- FEMA FLOOD ZONE
- 100 Ft. Stream Buffer
- 1,000 Ft. Critical Area Boundary
- FEMA Flood Lines
- Proposed Storm Drain Pipe
- Phase Line
- Existing 1x Contour
- Existing 5x Contour
- Proposed 1x Contour
- Proposed Roadway

NORTH

REVISIONS

PROJECT DATA

Project No.: 19.029

File Name: SP 04272021.dwg

WORCESTER COUNTY, MD

Date: 01/07/22

Scale: 1" = 100'

SITE PLAN

TRIPLE CROWN ESTATES

PHASE-2

VISTA DESIGN, INC.
Engineers • Architects • Surveyors • Landscape Architects
Land Planning Consultants • GIS Services
11684 Worcester Hwy, Showell, MD 21862
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Sheet No.:
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LOT AREA TABLE (SQUARE FEET)	
LOT	AREA (SQUARE FEET)
31	11,605
32	11,605
33	13,937
34	15,303
35	14,076
36	12,652
37	10,000
38	12,617
39	13,692
40	23,132
41	17,000
42	17,000
43	17,000
44	17,000
45	17,000
46	16,188
47	22,365
48	27,210
49	20,788
50	12,500
51	12,500
52	12,500
53	12,500
54	12,600
55	12,825
56	12,825
57	12,500
58	12,500
59	12,500
60	21,758

TABLE OF ALLOWABLE IMPERVIOUS AREA ON LOTS IN LDA		
LOT	AREA (SQUARE FEET)	ALLOWABLE IMPERVIOUS (25%)
40*	19,903	4,976
41	17,000	4,250
42	17,000	4,250
43	17,000	4,250
44	17,000	4,250
45	17,000	4,250
46	16,188	4,047
47	22,365	5,591
48	27,210	6,803
49	20,788	5,197
50	12,500	3,125
51	12,500	3,125
52	12,500	3,125
53	12,500	3,125
54*	12,494	3,123
55*	3,948	987
57*	6,925	1,731
58	12,500	3,125
59	12,500	3,125
60	21,758	5,440
	Total Allowable Impervious for Lots or Portion of Lot within LDA.	77,895 S.F. (1.79 ACRES)

* THESE LOTS ARE PARTIALLY IN THE LIMITED DEVELOPMENT AREA (LDA). THE SQUARE FOOTAGE OF ALLOWABLE IMPERVIOUS ON THESE LOTS ARE BASED SOLELY ON THE PORTION WITHIN THE LDA.

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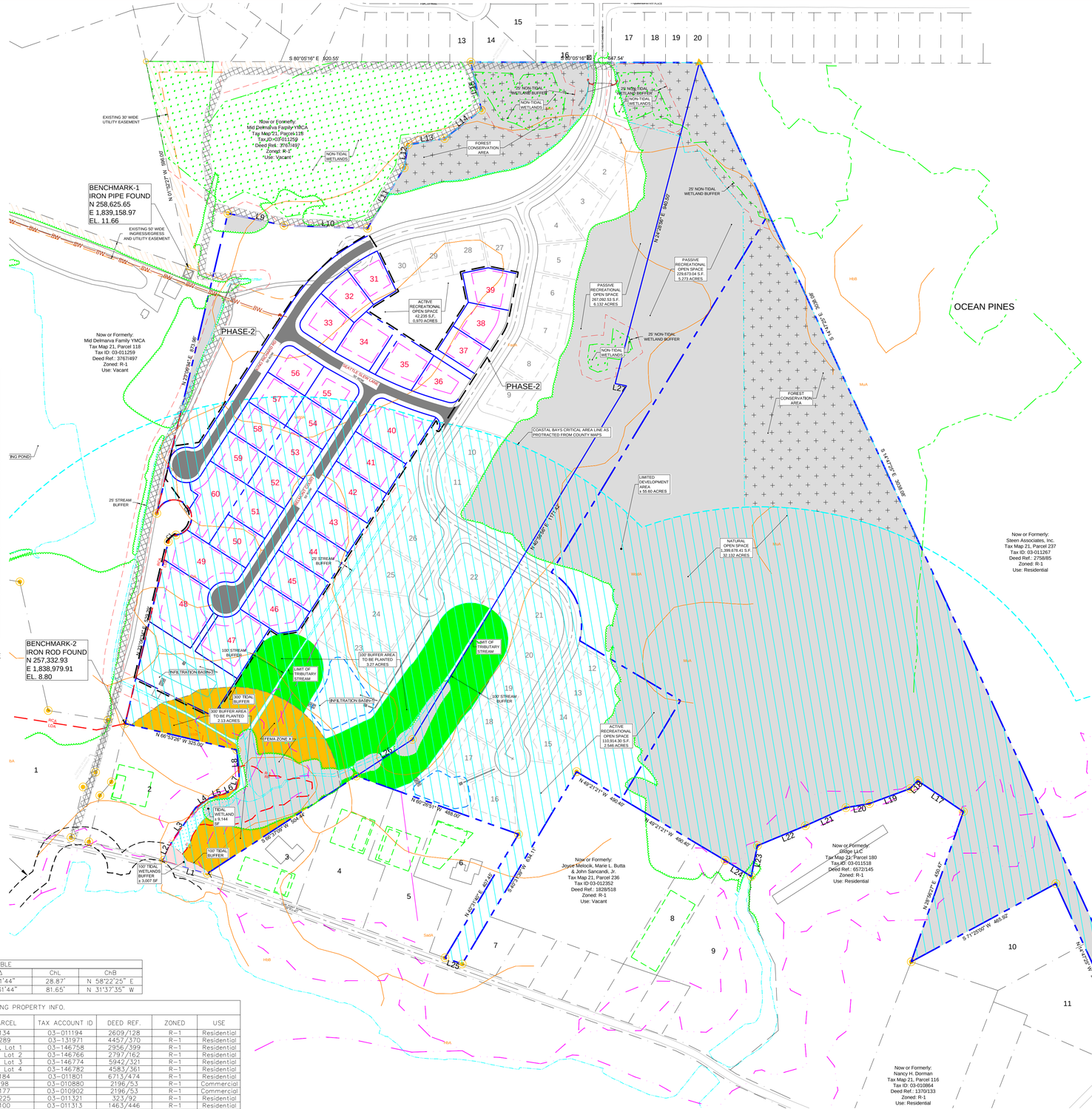
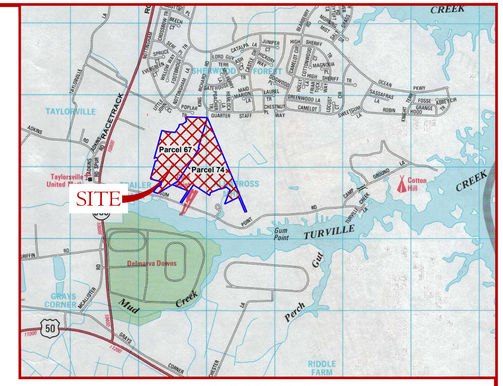
13	William C. & Elizabeth A. Esposito	21	224, Lot 95	03-103722	1084/444	R-2	Residential
14	James Marple & Paula Sigrist	21	224, Lot 96	03-111296	4592/66	R-2	Residential
15	John B. & Helen A. Coles	21	224, Lot 97	03-098982	2205/526	R-2	Residential
16	Ocean Pines Association, Inc.	21	224	03-112497	493/387	R-2	Vacant
17	Matthew W. Spurrier	21	224, Lot 596	03-102114	4749/742	R-2	Residential
18	Donald E. & Peggyann M. Brown	21	224, Lot 597	03-096076	5830/199	R-2	Residential
19	Ocean Pines Association, Inc	21	224, Lot 598	03-106136	487/70	R-2	Vacant
20	Deborah S. Sheehan	21	224, Lot 599	03-108058	2466/104	R-2	Residential





VICINITY MAP
1" = 2000'

CHESAPEAKE BAY CRITICAL AREA NOTES

1. Owner: Parcels 67 & 74
   Triple Crown III, L.L.C.
   627B Ocean Parkway
   Berlin, Maryland 21811-1708
2. Developer: Steen Associates, Inc.
   627B Ocean Parkway
   Berlin, Maryland 21811-1708
3. Deed Ref.: Parcel 67 - 8068/106 (Item 1)
   Parcel 74 - 8068/106 (Item 2)
4. Land Use: Parcel 67 - Residential
   Parcel 74 - Agricultural
5. By scaled map location and graphic plotting only, the subject property appears to lie partially in Zone X (Area of minimal flood hazard), Zone X (0.2% annual chance flood hazard), and Zone AE (El. 5.0) according to the Flood Insurance Rate Maps for Worcester County, MD, Community Panel No. 24047C 0160H, Effective Date July 16, 2015.
6. Non-tidal wetlands as shown hereon are as delineated by Spencer Rowe, Inc.
7. Atlantic Coastal Bays Critical Area Land Use Designation: LDA (Limited Development Area
8. Parcel Areas: Parcel 67 Area: 46.21 Acres
   Parcel 74 Area: 45.82 Acres
   Total Site Area: 92.04 Acres
9. Forested Areas: Parcel 67: 9.69 Acres
   Parcel 74: 37.49 Acres
   Total Forested Area: 47.18 Acres
10. Wetland Areas: Non-Tidal Wetlands Area: 54,293.83 SF (1.25 Acres)
    Private Tidal Wetlands Area: 9,069.24 SF (0.21 Acres)

LEGEND

- Property Lines
- Non-Tidal Wetlands
- 25' Non-Tidal Wetland Buffer
- Tidal Wetlands
- Tidal Waters of the US Mean High Water
- Ordinary High Water Line - Non-Tidal Waters of the US & State of Maryland
- 100 Ft. Critical Area Buffer
- 1,000 Ft. Critical Area Buffer
- FEMA Flood Lines
- Soil Boundary Lines
- Existing Storm Drain Pipe
- Existing 1x Contour (9)
- Existing 5x Contour (10)
- Proposed 1x Contour (4)
- Proposed 1x Contour (5)
- Limited Development Area (LDA)
- 100' Tidal Buffer Planting Area
- 300' Tidal Buffer Planting Area
- Non-Tidal Wetlands
- 25' Non-Tidal Wetland Buffer
- Forest Conservation Area (Per Recorded Plat 249/42 in Worcester County Land Records)
- Existing Forest Cover
- Existing Tree Line

AREA TABLE FOR CRITICAL AREA FOR PARCELS 67 AND 74:

- TOTAL SITE AREA: 92.04 ACRES
- TOTAL CRITICAL AREA - LIMITED DEVELOPMENT AREA (LDA): 55.60 ACRES

AREAS WITHIN CRITICAL AREA (LDA):

- EXISTING FOREST: 26.49 ACRES
- FOREST PLANTED IN PHASE 1: 5.40 ACRES
- EXISTING FOREST TO REMAIN: 31.89 ACRES
- PROPOSED FOREST PLANTING AREA PHASE 2: 0.00 ACRES
- EXISTING IMPERVIOUS SURFACE - PHASE 1: 2.39 ACRES
- PROPOSED IMPERVIOUS SURFACE - PHASE 2: 2.46 ACRES
  - 22' WIDE ROAD WITHIN ROW 0.67 ACRES
  - ALL AVAILABLE IMPERVIOUS FOR LOTS 1.79 ACRES
- PROPOSED PERCENTAGE OF IMPERVIOUS SURFACE: 8.72 % (EXISTING & PROPOSED SURFACE WITHIN CRITICAL AREA)
- TOTAL NO. OF LOTS WITHIN (OR PARTIALLY WITHIN) CRITICAL AREA
  EXISTING LOTS - PHASE 1 = 17
  PROPOSED LOTS - PHASE 2 = 20
  TOTAL = 37

WORCESTER COUNTY ATLANTIC COASTAL BAYS CRITICAL AREA LAW

This property lies within the Worcester County Atlantic Coastal Bays Critical Area. Any and all proposed development activities must meet the requirements of Title 3 (Land and Water Resources), Subtitle I (Atlantic Coastal Bays Critical Area) of the Worcester County Code of Public Laws, as from time to time amended, in effect at the time of the proposed development activities.

NOTE:
This drawing, specifications, and work produced by Vista Design, Inc.(VDI) for this project are instruments of service for this project only, and remains the copyrighted property of VDI. Reuse or reproduction of any of the instruments of service of VDI by the Client or assignees without the written permission of VDI will be at the Clients risk and be a violation of the copyright laws of the United States of America and the respective state within which the work was completed.

NOTE:
This Drawing does not include necessary components for construction safety. All construction must be done in compliance with the acceptable safety and health act of 1970 and all rules and regulations thereto appurtenant.

NORTH

REVISIONS

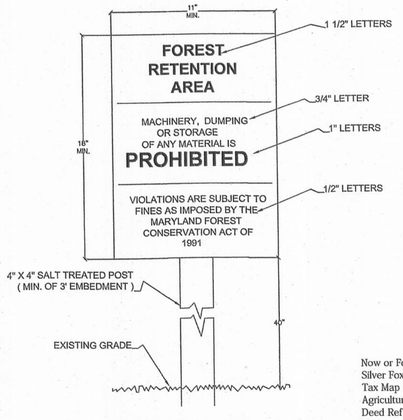
PROJECT DATA
Project No.: 19-029
File Name: CA 121021.dwg
WORCESTER COUNTY, MD
Date: 12/10/2021
Scale: 1" = 150'

TRIPLE CROWN ESTATES
PHASE 2

CHESAPEAKE BAY CRITICAL AREA PLAN

VISTA DESIGN, INC.
Engineers • Architects • Surveyors • Landscape Architects
Land Planning Consultants • GIS Services
11634 Worcester Hwy, Showell, MD 21862
Ph. 410-352-3870 • Fax 410-352-3875 • www.vistadesginc.com

Sheet No.: C 600



FOREST CONSERVATION SIGN

OCEAN PINES - SECTION 10
Plat Ref.: FWH 14/45-65
Zoned: R-2
Use: Residential

POPLAR TRAIL

KING RICHARD ROAD

QUARTER STAFF PLACE

Existing 30' Wide Utility Easement

Existing 20' Wide Gas Line Easement

NON-TIDAL WETLANDS AREA 'A'

Now or Formerly:
Silver Fox, LLC
Tax Map 21, Parcel 66
Agricultural Parcel A
Deed Ref.: SVH 4956/440
Zoned A-1

Now or Formerly:
Steen Associates, Inc.
Tax Map 21, Parcel 237
Deed Ref.: SVH 2758/85
Zoned: R-1
Use: Residential

Existing 50' Wide Ingress/Egress and Utility Easement

Now or Formerly:
Mid Delmarva Family YMCA
Tax Map 21, Parcel 118
Deed Ref.: SVH 3767/497
Zoned: R-1
Use: Agricultural

RCA
LDA

LOD

Coastal Bays Critical Area Limits Protected from County Maps

S 14°47'25" E 3038.08'

SITE DATA

PARCEL DESCRIPTION

TAX MAP 21, PARCELS 67 AND 74
THIRD TAX DISTRICT
WORCESTER COUNTY MARYLAND

DEVELOPER

STEEN ASSOCIATES, INC.
6278 OCEAN PARKWAY
BERLIN, MD 21811

EXISTING ZONING

R-1, RESIDENTIAL
SETBACKS: FRONT =15'
SIDE = 8'
REAR =20'

RP RESOURCE PROTECTION

SITE AREA

± 36.43 ACRES/OUT OF CRITICAL AREA

PROPOSED USE

30 LOT RESIDENTIAL SUBDIVISION

LEGEND

- DENOTES EXISTING FOREST = ± 20.68 ACRES
- DENOTES CLEARED FOREST = ± 0.13 ACRES
- FOREST CONSERVATION EASEMENT AREA = ± 9.98 ACRES
- FOREST PERMITTED TO BE CLEARED = ± 10.57
- NON TIDAL WETLAND LINE
- 25' NON TIDAL WETLAND BUFFER LINE
- LOD — LIMIT OF DISTURBANCE
- EXISTING TREE LINE
- FOREST CONSERVATION SIGN

FORESTRY WORKSHEET

TOTAL TRACT AREA	= 36.43 ACRES
NET TRACT AREA	= 36.43 ACRES
ZONING DISTRICT R-1, RESIDENTIAL	
AFFORESTATION THRESHOLD / ACRES 15%	= 5.46 ACRES
CONSERVATION THRESHOLD / ACRES 20 %	= 7.29 ACRES
EXISTING FOREST COVER	= 20.68 ACRES
AREA OF FOREST ABOVE AFFORESTATION THRESHOLD	= 15.22 ACRES
AREA OF FOREST ABOVE CONSERVATION THRESHOLD	= 13.39 ACRES
BREAK EVEN POINT (AMOUNT OF FOREST TO RETAIN WITH NO MITIGATION)	= 9.96 ACRES
CLEARING PERMITTED WITH NO MITIGATION	= 10.72 ACRES
TOTAL AREA OF FOREST TO BE CLEARED	= 10.70 ACRES
TOTAL AREA OF FOREST TO BE RETAINED	= 9.98 ACRES
REFORESTATION FOR CLEARING ABOVE THE CONSERVATION THRESHOLD	= -0- ACRES
REFORESTATION FOR CLEARING BELOW THE CONSERVATION THRESHOLD	= -0- ACRES
CREDIT FOR REFORESTATION ABOVE THE CONSERVATION THRESHOLD	= -0- ACRES
TOTAL REFORESTATION REQUIRED	= -0- ACRES
TOTAL AFFORESTATION REQUIRED	= -0- ACRES
TOTAL AFFORESTATION / REFORESTATION REQUIRED	= -0- ACRES

FOREST MANAGEMENT NOTES

-FOREST RETENTION SIGNS SHALL BE SET PRIOR TO ANY EARTHWORK OPERATION BEGIN ON SITE.

-NO CRITICAL ROOT ZONES ARE IMPACTED, THEREFORE NO PERMIT DEVICES ARE NEEDED.

-ATTACHMENT OF SIGNS, OR ANY OTHER OBJECTS TO TREES IS PROHIBITED.

-NO EQUIPMENT, MACHINERY, VEHICLES, MATERIALS OR EXCESSIVE PEDESTRIAN TRAFFIC SHALL BE ALLOWED WITHIN RETENTION / AFFORESTATION AREAS.

-NO BURIAL OF DISCARDED MATERIALS WILL BE ALLOWED WITHIN THE RETENTION AND AFFORESTATION AREAS.

-NO STRUCTURES, SEPTIC FIELDS, WELLS OR CART PATHS,POOLS,BOARDWALKS, PLATFORM DECKS, PIERS, GAZEBO,IRRIGATION LINES, ETC.. ARE TO BE LOCATED IN THE FOREST CONSERVATION AREA.

FOREST CONSERVATION SCHEDULE (HOUSE CONSTRUCTION)

WHEN CLEARING, GRADING OR CONSTRUCTION WITHIN 50' OF THE FOREST EDGE IS TO OCCUR.

1) FIELD DETERMINATION OF FOREST PROTECTION AREA LINE BASED ON CRITICAL ROOT ZONE AND IN ACCORDANCE WITH THE WORCESTER COUNTY FOREST CONSERVATION MANUAL AND THE APPROVED FOREST CONSERVATION PLAN.

2) INSTALLATION OF FOREST PROTECTION FENCING OR FLAGGING IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE WORCESTER COUNTY FOREST CONSERVATION MANUAL AND THE APPROVED FOREST CONSERVATION PLAN.

3) NOTIFY WORCESTER COUNTY CONSERVATION PROGRAM UPON INSTALLATION OF FENCING AND SIGNS.

4) CONSTRUCTION ACTIVITY.

5) NOTIFY WORCESTER COUNTY FOREST CONSERVATION PROGRAM OR LOCAL AUTHORITY FOLLOWING COMPLETION OF ALL CONSTRUCTION ACTIVITIES FOR INSPECTIONS.

6) WORCESTER COUNTY DEPARTMENT OF ENVIRONMENTAL PROGRAMS RESERVES THE RIGHT TO ACCESS THE PROPERTY AT ANY TIME TO INSPECT AN DETERMINE COMPLIANCE WITH THE APPROVED FOREST CONSERVATION PLAN

NOTES

1) PROPERTY LINES, EXISTING CONDITIONS, TOPOGRAPHY AND WOOD LINES OBTAINED FROM SOULE AND ASSOC., P.C.

2) ONSITE FOREST DATA AND WETLAND DELINEATION PROVIDED BY SPENCER ROWE, INC

3) THERE ARE NO STEEP SLOPES (> 15%), CRITICAL HABITATS, HISTORICAL SITES, CULTURAL FEATURES OR PERENNIAL / INTERMITTENT STREAMS ONSITE

WORCESTER COUNTY FOREST CONSERVATION NOTE

THIS SITE IS SUBJECT TO THE WORCESTER COUNTY FOREST CONSERVATION LAW. THIS SITE PLAN IS SUBJECT TO FOREST CONSERVATION PLAN NO. W.C.F.C.P #15-021 THIS SITE HAS BEEN SUBJECT TO A REGULATED ACTIVITY UNDER THE WORCESTER COUNTY FOREST CONSERVATION LAW. A FOREST CONSERVATION PLAN HAS BEEN APPROVED AND IS ON FILE WITH THE DEPARTMENT OF ENVIRONMENTAL PROGRAMS. A PERPETUAL PROTECTIVE AGREEMENT, DEED OF FOREST CONSERVATION EASEMENT, WORCESTER COUNTY, MARYLAND WILL BE RECORDED SIMULTANEOUSLY WITH THE PLAT IN THE LAND RECORDS OF WORCESTER COUNTY, MARYLAND.

CERTIFICATION

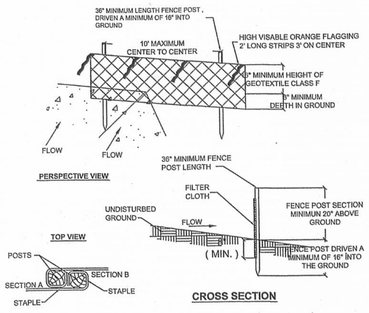
PLAN PREPARED BY ROBERT D HAND MD REGISTERED LANDSCAPE ARCHITECT # 587

SIGNATURE DATE

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



CROSS SECTION

JOINING TWO ADJACENT SILT FENCE SECTIONS

CONSTRUCTION SPECIFICATIONS

1. FENCE POSTS SHALL BE A MINIMUM OF 36" LONG DRIVEN 16" MINIMUM INTO THE GROUND. WOOD POSTS SHALL BE 1-1/2" X 1-1/2" SQUARE (MINIMUM) CUT, OR 1.3/4" DIAMETER (MINIMUM) ROUND AND SHALL BE OF SOUND QUALITY HARDWOOD. STEEL POSTS BE STANDARD T OR U SECTION WEIGHTING NOT LESS THAN 1.0 POUND PER LINEAR FOOT.

2. GEO TEXTILE SHALL BE FASTENED SECURELY TO EACH FENCE POST WITH WIRE TIES OR STAPLES AT TOP OR MID SECTION AND SHALL MEET THE FOLLOWING REQUIREMENTS FOR GEOTEXTILE CLASS F.

TENSILE STRENGTH	50 LBS / IN (MIN)	TEST, MSMT 509
TENSILE MODULES	20 LBS / IN (MIN)	TEST, MSMT 509
FLOW RATE	0.3 GAL FI / MINUTE (MAX)	TEST, MSMT 322
FILTERING EFFICIENCY	75% (MIN)	TEST, MSMT 322

3. WHERE ENDS OF GEOTEXTILE FABRIC COME TOGETHER , THEY SHALL BE OVER LAPPED, FOLDED AND STAPLED TO PREVENT SEDIMENT BYPASS.

4. SILT FENCE SHALL BE INSPECTED AFTER EACH RAIN FALL EVENT AND MAINTAINED WHEN BULGES OCCUR OR WHEN SEDIMENT ACCUMULATION REACHES 50% OF THE FABRIC HEIGHT.

5. SPECIFICATIONS FROM U.S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE , DETAIL - 22 , PAGE E-15-3.

6. BOUNDARIES OF FOREST RETENTION AREA SHOULD BE STAKED PRIOR TO INSTALLING PROTECTIVE DEVICES.

7. ROOT DAMAGE SHOULD BE ADVOIDED.

8. ALL STANDARD MAINTENANCE FOR SEDIMENT CONTROL DEVICES APPLY TO THESE DETAILS.

9. FOREST PROTECTION FENCE SHALL BE INSTALLED ALONG LIMIT OF DISTURBANCE (LOD) WHENEVER LOD IS WITHIN 50 OF FOREST TO BE RETAINED

SILT / FOREST PROTECTION FENCE

FOREST CONSERVATION PLAN
TAX MAP 21, PARCELS 64 & 74
WORCESTER COUNTY MARYLAND

RD. HAND AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE, SITE PLANNING AND FEASIBILITY
12302 COLLINS ROAD BISHOPVILLE, MD. 21813 410-352-5823

DATE 7/17/16
REV.DATE 11/15/17
DRAW BY J.MAYHUE
CHK'D BY R.D.HAND
DRAWING FCP-1
SCALE 1"=100'

SHEET
FCP-1

OK Per Teresa

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

MARYLAND'S Coast WORCESTER COUNTY

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

May 23, 2022

TO: *The Daily Times Group* and *The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: Worcester County Introduction of Bill 22-10 and Public Hearing: Zoning Campground Cluster Design Standards

Please print the attached Introduction of Bill 22-10 and Public Hearing Notice in *The Daily Times*/*Worcester County Times*/*Ocean Pines Independent* and *Ocean City Digest*/*Ocean City Today* on June 2nd, 2022 and June 9th, 2022. Thank you.

NOTICE OF INTRODUCTION OF BILL 22-10
ZONING CAMPGROUND CLUSTER DESIGN STANDARDS
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 22-10 (Zoning – Campground Cluster Design Standards) was introduced by Commissioners Bertino, Church, Elder, Nordstrom, and Purnell on May 17th, 2022.

A fair summary of the bill is as follows:
§ ZS 1-318(c)(4). (Adds a new subsection (4) to create new cluster design standards for recreational park trailers and cabins to be placed on campsites with more flexible design standards in rental or membership campgrounds. The new standards would pertain to minimum campsite area, setback, width, road frontage and parking requirements. Existing §§ ZS 1-318(c)(4) through (11) would be renumbered as §§ ZS 1-318(c)(5) through (12).)
The Commissioners will hold a:

PUBLIC HEARING
on
Tuesday, June 21, 2022
at 10:40 A.M.
in the
County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

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

THE WORCESTER COUNTY COMMISSIONERS

ITEM 23

APPROVED

Introduced by: Bertino, Church, Elder, Nordstrom, Purnell
WSY 5/17/22

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director JKK
Date: May 9, 2022
Re: Request for Introduction and Scheduling of a Public Hearing - Text Amendment Application to Revise §ZS 1-318 Campgrounds to Allow a Portion of a Campground to be Developed Using Cluster Design Standards

****

I am requesting that the Worcester County Commissioners consider the introduction of a proposed text amendment to "§ZS 1-318 Campgrounds" at their upcoming meeting. If introduced, a draft notice for the required public hearing is attached for your use.

The Department received and processed the text amendment application submitted by Hugh Cropper IV on behalf of his client, Sun TRS Frontier, LLC. The amendment would create new "cluster design" standards that would allow flexibility to minimum campsite area, setback, width, road frontage and parking requirements, and would apply only to recreational park trailers and cabins in rental and membership campgrounds, after approval of a site plan by the Planning Commission.

The proposed text amendment was reviewed by the Planning Commission at its meeting on May 5, 2022. Following discussion, the Planning Commission gave a favorable recommendation to the text amendment application as submitted. Attached herewith you will find a copy of the entire text amendment file, which includes the draft amendment in bill form. An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session.

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

Attachments

cc: Gary Pusey, Deputy Director

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Campgrounds

For the purpose of amending the Zoning and Subdivision Control Article to allow a portion of a rental or membership campground to be developed using cluster design standards that will provide flexibility in a campground's design.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that subsections §§ ZS 1-318(c)(4) through (11) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-318(c)(5) through (12) respectively and that a new subsection § ZS 1-318(c)(4) be added to the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland to read as follows:

(4) Cluster Design standards. Individual campsites to be occupied solely by recreational park trailers or cabins may be designed to a cluster design standard as set forth herein.

A. For individual recreational park trailer or cabin structures, there shall be no minimum campsite area, setback, width, depth or road frontage requirement. Such standards shall be as approved by the Planning Commission on a site plan prepared in accordance with § ZS 1-325 hereof. No structure shall be erected within ten feet of any other structure. The maximum density shall be ten campsites per gross acre of the area devoted to the cluster design.

B. Notwithstanding the provisions of § ZS 1-318(c)(1)D, any required off-street parking provided in common parking areas within the area devoted to the cluster design may be located greater than six hundred feet from the campsite if approved by the Planning Commission. However, required accessible parking shall be located on the campsite for each accessible unit provided as specified in the Maryland Building Code for the Handicapped and the Uniform Federal Accessibility Standards, as from time to time amended.

C. Planning Commission criteria. The Planning Commission shall consider each of the following criteria in its review of the Cluster Design:

(1) Safe, recognizable and stabilized access for fire protection and other public safety equipment is maintained to all campsites.

(2) The proposed cluster design will consist of structures of a compact, integrated and harmonious design, intended to maximize open space and reduce impervious surfaces, while blending the natural and man-made environments.

(3) The cluster design has been provided with adequate vehicular circulation, parking, and service areas. Sidewalks and trails for pedestrian and bicycle circulation within the development are preferred.

(4) The development plan protects and avoids key environmental features that have been identified on the site plan. Special consideration shall be given to wetlands, forested areas, existing significant trees, floodplains, source water and aquifer recharge protection areas, areas of critical habitat, water bodies on the state's impaired waters lists or having an established total maximum daily load requirement and other important environmental features. Where possible, those areas contained in the 100-year floodplain should be provided as open space or recreational areas.

(5) The proposed cluster design complies with all other requirements not specifically modified by this subsection.

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

PASSED this _____ day of _____, 2022.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

_____
Weston S. Young
Chief Administrative Officer

_____
Joseph M. Mitrecic, President

_____
Theodore J. Elder, Vice President

_____
Anthony W. Bertino, Jr., Commissioner

_____
Madison J. Bunting, Jr., Commissioner

_____
James C. Church, Commissioner

_____
Joshua C. Nordstrom, Commissioner

_____
Diana Purnell, Commissioner

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

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

MEMORANDUM

To: Jennifer K. Keener, AICP, Director
From: Gary Pusey, Deputy Director GP
Date: May 6, 2022
Re: Planning Commission Recommendation - Text Amendment Application to Revise "§ZS 1-318 Campgrounds" to Allow a Portion of a Campground to be Developed Using Cluster Design Standards

****

The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding a text amendment application submitted by Hugh Cropper IV on behalf of Sun TRS Frontier, LLC, that would revise the Campground section of the zoning code.

The proposed amendment would create new "cluster design" standards that would allow recreational park trailers and cabins to be placed on campsites with more flexible design standards in rental or membership campgrounds. These "flexible design standards" would apply to such things as minimum campsite area, setback, width, road frontage, and parking requirements. The Planning Commission reviewed this request at its meeting on May 5, 2022.

The amendment would insert a new "(4)" under §ZS 1-318(c) and would reorder the current (4) through (11) to (5) through (12). The wording contained in the new §ZS 1-318(c)(4) is included in the application in the staff report attached to this memo, and is also included in the attached draft bill.

The staff report provided to the Planning Commission summarized the specifics of the text amendment application. As proposed, there would be no minimum requirement for campsite area, width and depth; setbacks; or road frontage. Any required off-street parking could be located farther than 600' from a campsite if approved by the Planning Commission during site plan review; but required accessible parking would still be located on the campsite for each accessible unit, as specified in the Maryland Building Code.

The staff report stressed that the cluster design standards are an option for a developer, but are not required – a developer could still utilize the current standards for campsites, and the cluster

design standards only apply to recreational park trailers and cabins (not to tents or RVs) in rental and membership campgrounds (not to campground subdivisions or cooperative campgrounds). Also, the amendment does not change the overall density for a campground, as it remains at 10 units per gross acre; does not increase the overall number of campsites allowed to be occupied by recreational park trailers or cabins, as that remains at no more than 25% of all campsites; and does not significantly modify the campsite setbacks as a 10' separation requirement between structures will remain.

Mr. Cropper stated to the Planning Commission that he and his client were in full agreement with the staff report and recommendation, and that the cluster option would allow only a relatively small area to be developed under these flexible standards, but that it would provide a much more environmentally-friendly development with more green space and less impervious surface. He reiterated that the Planning Commission would approve the layout of a cluster project through the site plan process. Jason Loar, principal engineer with Davis, Bowen & Friedel, agreed with Mr. Cropper that the cluster design standards would allow for a much better project to be planned and developed.

Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as submitted.

A copy of the staff report including the application is attached, as is a draft bill should any of the County Commissioners wish to introduce it. Should you have questions or require additional information, please do not hesitate to contact me.

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

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Gary Pusey, Deputy Director GP
Date: April 25, 2022
Re: Text Amendment Application – §ZS 1-318 Campgrounds – Revise the text of §ZS 1-318(c)(4) to allow a portion of a campground to be developed using "cluster design standards"

****

On behalf of Sun TRS Frontier, LLC, Hugh Cropper IV has submitted a text amendment application to revise the campground section of the zoning ordinance to allow a portion of a campground to be developed under new "cluster design" standards (see the attached application). If approved, recreational park trailers and cabins in rental or membership campgrounds could be placed on campsites that have more flexible design standards for minimum campsite area, setback, width, depth, road frontage, and parking requirements.

Following our customary practice, once the text amendment application was received, it was reviewed by Jennifer Keener, Director; Kristen Tremblay, Zoning Administrator; Roscoe Leslie, County Attorney and Planning Commission Attorney; and myself for comment. Staff comments relative to this request are attached and are summarized in the "Discussion" section below.

As is the case with all text amendment applications, the Planning Commission reviews the request and makes a recommendation to the County Commissioners. If at least one County Commissioner is willing to introduce the amendment as a bill, then a Public Hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

DISCUSSION

The County's zoning ordinance identifies four types of campgrounds: (1) rental campgrounds; (2) membership campgrounds; (3) cooperative campgrounds; and (4) campground subdivisions. New campground subdivisions are prohibited in the county, and new cooperative campgrounds are only permitted in limited situations. Rental, membership and cooperative

campgrounds are only allowed in the A-2 Agricultural District after the approval of a Special Exception from the Board of Zoning Appeals.

The proposed text amendment would only apply to rental and membership campgrounds, which are subject to the requirements of §ZS 1-318 (entitled "Campgrounds"); §ZS 1-322 (Landscaping, Buffering and Screening Requirements); and §ZS 1-325 (Site Plan Review).

Currently, the development standards for rental and membership campgrounds require the following:

Parking:	At least 2 but not more than 2.5 off-street parking spaces for each campsite, and 2 spaces must be located on the campsite. Additional required parking must be provided in common parking areas located within 600' of the campsite.
Campsite Area:	3,000 s.f. minimum
Frontage:	25' on a private roadway
Front Yard Setback:	10'
Left Side Yard Setback:	7'
Right Side Yard Setback:	3'
Rear Yard Setback:	5'
"Square" Area:	Each campsite must have a 40' by 40' "square area"
Density:	10 campsites per gross acre

As proposed by the Applicant, for individual recreational park trailers or cabins only, there would be no minimum requirement for campsite area, setbacks, width, depth or road frontage requirements. The density would remain the same as currently allowed (10 campsites per gross acre). With the exception of accessible parking as specified in the Maryland Building Code for the Handicapped and the Uniform Federal Accessibility Standards, required off-street parking could be provided in common parking areas within the area proposed for the cluster design instead of on the campsite, and could be located greater than 600' from the campsite if approved by the Planning Commission during its review of the site plan.

The amendment includes language identifying the criteria the Planning Commission must consider when reviewing a proposed cluster design.

As noted by the Director in her comments, campsites that meet the standards listed above may be used for tents, recreational vehicles (RVs), travel trailers, cabins or recreational park trailers. However, the proposed amendment would only apply to recreational park trailers and cabins, and would allow them to be placed on campsites that are approved by the Planning Commission under the cluster design option. The more compact design possible under this option would be achieved through the elimination of the minimum campsite area and the "square" area as noted above.

The Director further states that, in her opinion, under the cluster design the most significant deviation from a campground's traditional design is the elimination of the road frontage requirement, and that instead of a campsite fronting on an internal roadway, a campsite could be accessible by a sidewalk, golf cart path or open space. For this reason, the Director

pointed out that staff had recommended to the applicant that the first design criterion to be considered by the Planning Commission during its review of the site plan is to ensure that "safe, recognizable and stabilized access for fire protection and other public safety equipment is maintained to all campsites." The applicant agreed with this recommendation and has included that wording in the proposed amendment.

Finally, the Director noted that in addition to what this amendment allows, it is also important to point out what it does not allow, and lists the following items that the amendment does not do:

- Does not modify the overall density for a campground (remains at 10 units per gross acre);
- Does not increase the overall number of campsites within a campground allowed to be occupied by recreational park trailers or cabins (remains at 25% maximum);
- Does not significantly modify the campsite setbacks (side and rear yard setbacks are currently equivalent to the 10' separation requirement between structures);
- Does not eliminate the number of required off-street parking spaces, nor prevent them from being located on the campsite;
- Does not apply to typical RV campsites, including pull-through sites;
- Does not affect the requirements for handicap accessible units with their requisite parking and other required accessible features which will still need to be accommodated as part of plan review; and
- Does not apply to campground subdivisions or cooperative campgrounds.

The Zoning Administrator did not have any concerns with this application.

SUMMARY

Staff does not object to the proposed amendment. If approved, this would provide another design option for the placement of recreational park trailers and cabins in rental and membership campgrounds that would offer flexible design standards for campsite areas, setbacks, widths, depths and road frontage requirements, and the design would still be subject to Planning Commission review through the approval of a site plan.

A draft bill is attached for the Commission's review.

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

Attachments

cc: Jennifer Keener, AICP, Director
Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator
Hugh Cropper IV, Attorney for the Applicant

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County

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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Gary Pusey, Deputy Director
From: Jennifer Keener, AICP, Director JKK
Date: March 31, 2022
Re: Text Amendment Application – Revision to § ZS 1-318(c)(4) to allow a portion of a campground to be developed using "cluster design standards"

This memorandum is in response to your request for comments on the text amendment submitted by Mr. Hugh Cropper, IV on behalf of his client, Sun TRS Frontier, LLC (dba Frontier Town Campground). The language proposes to add an option for the cluster design of campsites to be occupied strictly by recreational park trailers or cabins in rental or membership campgrounds. Overall, I have no objections to the proposed amendment as drafted.

As Mr. Cropper stated in his reasoning for requesting the text change, a typical campsite is accessed by a road built to County campground standards, provided with two parking spaces, and having minimum lot requirements - area, width, setbacks, and road frontage. Those campsites may be used for tents, recreational vehicles (RV), travel trailers, cabins or recreational park trailers.

Under the proposed amendment, a developer could create a cluster design for campsites occupied only by recreational park trailers or cabins. The compact design as proposed would primarily be achieved through the ability to reduce the current minimum lot area (3,000 square feet) and the elimination of the "square" provision, which requires a 40' by 40' stable and level area on the site and typically dictates the average lot width. The lot requirements would be set by the Planning Commission during their review and approval of the project.

In my opinion, the most significant deviation from the traditional design is the elimination of the road frontage requirement. Instead of a campsite fronting on an internal roadway, it could be accessible by a sidewalk, golf cart path or open space. Therefore, staff recommended that the first design criterion be the requirement for safe, recognizable, and stabilized access to any campsite for fire and EMS personnel and equipment in the event of a life safety emergency. The methods for how this would be achieved would be dependent on the layout of the proposed cluster design.

It is important to also point out that this proposed amendment does not:

- Modify the overall density for a campground (still ten campsites per gross acre);
- Increase the overall number of campsites within a campground allowed to be occupied by recreational park trailers or cabins (still 25% maximum);
- Significantly modify the campsite setbacks (side and rear yard setbacks are currently equivalent to the 10' separation requirement between structures);
- Eliminate the number of required off-street parking spaces, nor prevent them from being located on the campsite;
- Apply to typical RV campsites, including pull-through sites;
- Affect the requirements for handicap accessible units with their requisite parking and other required accessible features which will still need to be accommodated as part of the plan review; nor
- Apply to campground subdivisions or cooperative campgrounds.

Please keep in mind that this proposed amendment does not eliminate the ability for a developer to place a recreational park trailer or cabin on a traditional campsite. It proposes to offer another design option for campsites to be occupied solely by recreational park trailers or cabins.

As always, should you have any additional questions or need additional information, please let me know. I will be available to discuss this matter with the Planning Commission at their upcoming meeting.

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ZONING DIVISION
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TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director
Gary R. Pusey, Deputy Director
From: Kristen M. Tremblay, AICP, Zoning Administrator KMT
Date: April 19, 2022
Re: Zoning Ordinance Proposed Text Amendment - § ZS 1-318(c)(4) to allow a portion of a campground to be developed using "cluster design standards."

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

The proposed text amendment seeks to allow a cluster design to be considered by the Planning Commission as part of its site plan review (§ZS1-325) for park trailers and cabins located within rental and membership campgrounds.

I do not have any concerns with the proposed text amendment.

Please let me know if you have any other questions.

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
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ZONING DIVISION
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TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer Keener, AICP, Director
Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator
From: Gary Pusey, Deputy Director GP
Date: March 29, 2022
Re: Text Amendment Application – Revise the text of §ZS 1-318(c)(4) to allow a portion of a campground to be developed using "cluster design standards"

****

Hugh Cropper has submitted a text amendment application to amend the Campground section in the Zoning Code to allow a portion of a campground to be developed using "cluster design standards" that permit flexibility in such things as campsite sizes and parking requirements. The application is attached.

The amendment would apply to recreational park trailers or cabins in rental and membership campgrounds and will not require a minimum campsite area, setback, width, depth or road frontage requirement, but instead will allow the Planning Commission to approve a design through review and approval of a site plan.

Maximum density is proposed at 10 campsites per gross acre of the cluster design area; no structure can be located within 10' of another structure; and off-street parking (except for handicapped accessible parking) can be located farther than 600' from a campsite if approved by the Planning Commission. The proposed amendment includes criteria to be considered by the Planning Commission during its review and approval of a cluster design.

We've tentatively scheduled this request before the Planning Commission for its May 5, 2022 meeting. In order to meet this time frame, please provide any comments you may have by Monday, April 18, 2022.

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

Worcester County Commissioners
Government Office Building
One West Market Street, Room 1103
Snow Hill, Maryland 21863

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

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

Date Received by Office of the County Commissioners: _____

Date Received by Development Review and Permitting: 3/14/2022

Date Reviewed by Planning Commission: _____

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

A. Resident of Worcester County. _____

B. Taxpayer of Worcester County. XXX

C. Governmental Agency _____ _____
(Name of Agency)

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

A. Section Number: ZS 1-318 (c) (4)

B. Page Number: 196

C. Proposed revised text, addition or deletion:

See attached

III. Reasons for Requesting Text Change:

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

IV. Signature of Applicants

Signature: , attorney

Printed Name of Applicant: Sun TRS Frontier, LLC

Mailing Address: c/o Hugh Cropper IV

Phone Number: 410-213-2681

E-Mail: hcropper@bbcmlaw.com

Date: March 2, 2022

Signature of Attorney

Signature:

Printed Name of Attorney: Hugh Cropper IV

Mailing Address: 9927 Stephen Decatur Hwy., F-12, Ocean City, Maryland 21842

Phone Number: 410-213-2681

E-Mail: hcropper@bbcmlaw.com

Date: March 2, 2022

V. General Information Relating to the Text Change Request.

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

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

REASONS FOR REQUESTING TEXT CHANGE

The applicant, and its related affiliates, own and operate a number of campgrounds in Worcester County. These campgrounds include Frontier Town, Castaways, and Fort Whaley.

Over the past several years, the applicant has upgraded and renovated these campgrounds. In particular, the applicant has proposed expansion areas at Frontier Town.

The current reguloations provide for a "cookie cutter" or standard design; namely, a number of lots or campsites lined up on parallel roads.

For a portion of the campground, the applicant has proposed "cluster design standards" to provide for more open space and green space.

In particular, the required off-street parking will be located at a remote lot, and the area devoted to the cluster design will consist of structures in a compact, integrated and harmonious design, intended to maximize open space and reduce impervious surface. This will provide for a much better experience.

As written, the proposed Text Amendment will require the safe and stabilized access for fire protection and other public safety equipment.

This will eliminate the traditional campground design of a park model or cabin, with one or two vehicles parked in between. Instead, there will be grass, picnic areas, recreational areas, and open space in between, and the vehicles will be parked at a remote lot (presumably for the term of the campground stay).

The applicant, based on its experience in Worcester County, and elsewhere, believes that there is a high demand for this type of camping scenario. It will have the feel of being in the forest, or in an environmentally friendly area. It will be low-impact, and it should preserve open space.

All other provisions, such as the required septic flow, will remain the same.

Respectfully Submitted

Hugh Cropper IV, Attorney for
Sun TRS Frontier, LLC

Rental and Membership Campgrounds – cluster design standards for campsites

Proposed new § ZS 1-318(c)(4), renumber existing (4) thru (11)

(4) Cluster Design standards. Individual campsites to be occupied solely by recreational park trailers or cabins may be designed to a cluster design standard as set forth herein.

A. For individual recreational park trailer or cabin structures, there shall be no minimum campsite area, setback, width, depth or road frontage requirement. Such standards shall be as approved by the Planning Commission on a site plan prepared in accordance with § ZS 1-325 hereof. No structure shall be erected within ten feet of any other structure. The maximum density shall be ten campsites per gross acre of the area devoted to the cluster design.

B. Notwithstanding the provisions of § ZS 1-318(c)(1)D, any required off-street parking provided in common parking areas within the area devoted to the cluster design may be located greater than six hundred feet from the campsite if approved by the Planning Commission. However, required accessible parking shall be located on the campsite for each accessible unit provided as specified in the Maryland Building Code for the Handicapped and the Uniform Federal Accessibility Standards, as from time to time amended.

C. Planning Commission criteria. The Planning Commission shall consider each of the following criteria in its review of the Cluster Design:

(1) Safe, recognizable and stabilized access for fire protection and other public safety equipment is maintained to all campsites.

(2) The proposed cluster design will consist of structures of a compact, integrated and harmonious design, intended to maximize open space and reduce impervious surfaces, while blending the natural and man-made environments.

(3) The cluster design has been provided with adequate vehicular circulation, parking, and service areas. Sidewalks and trails for pedestrian and bicycle circulation within the development are preferred.

(4) The development plan protects and avoids key environmental features that have been identified on the site plan. Special consideration shall be given to wetlands, forested areas, existing significant trees, floodplains, source water and aquifer recharge protection areas, areas of critical habitat, water bodies on the state's impaired waters lists or having an established total maximum daily load requirement and other important environmental features. Where possible, those areas contained in the 100-year floodplain should be provided as open space or recreational areas.

(5) The proposed cluster design complies with all other requirements not specifically modified by this subsection.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Campgrounds

For the purpose of amending the Zoning and Subdivision Control Article to allow a portion of a campground to be developed using cluster design standards that will provide flexibility in a campground's design.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that subsections §§ ZS 1-318(c)(4) through (11) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-318(c)(5) through (12) respectively and that a new subsection § ZS 1-318(c)(4) be added to the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland to read as follows:

(4) Cluster Design standards. Individual campsites to be occupied solely by recreational park trailers or cabins may be designed to a cluster design standard as set forth herein.

A. For individual recreational park trailer or cabin structures, there shall be no minimum campsite area, setback, width, depth or road frontage requirement. Such standards shall be as approved by the Planning Commission on a site plan prepared in accordance with § ZS 1-325 hereof. No structure shall be erected within ten feet of any other structure. The maximum density shall be ten campsites per gross acre of the area devoted to the cluster design.

B. Notwithstanding the provisions of § ZS 1-318(c)(1)D, any required off-street parking provided in common parking areas within the area devoted to the cluster design may be located greater than six hundred feet from the campsite if approved by the Planning Commission. However, required accessible parking shall be located on the campsite for each accessible unit provided as specified in the Maryland Building Code for the Handicapped and the Uniform Federal Accessibility Standards, as from time to time amended.

C. Planning Commission criteria. The Planning Commission shall consider each of the following criteria in its review of the Cluster Design:

(1) Safe, recognizable and stabilized access for fire protection and other public safety equipment is maintained to all campsites.

(2) The proposed cluster design will consist of structures of a compact, integrated and harmonious design, intended to maximize open space and reduce impervious surfaces, while blending the natural and man-made environments.

(3) The cluster design has been provided with adequate vehicular circulation, parking, and service areas. Sidewalks and trails for pedestrian and bicycle circulation within the development are preferred.

(4) The development plan protects and avoids key environmental features that have been identified on the site plan. Special consideration shall be given to wetlands, forested areas, existing significant trees, floodplains, source water and aquifer recharge protection areas, areas of critical habitat, water bodies on the state's impaired waters lists or having an established total maximum daily load requirement and other important environmental features. Where possible, those areas contained in the 100-year floodplain should be provided as open space or recreational areas.

(5) The proposed cluster design complies with all other requirements not specifically modified by this subsection.

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

PASSED this _____ day of _____, 2022.

ATTEST:

Weston S. Young
Chief Administrative Officer

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner

MARYLAND'S Coast WORCESTER COUNTY

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

May 23, 2022

TO: *The Daily Times Group* and *The Maryland Coast Dispatch*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: Worcester County Introduction of Bill 22-11 and Public Hearing: Public Safety School Bus Monitoring Systems

Please print the attached Introduction of Bill 22-11 and Public Hearing Notice in *The Daily Times*/*Worcester County Times*/*Ocean Pines Independent* and *The Maryland Coast Dispatch* on June 2nd, 2022 and June 9th, 2022. Thank you.

NOTICE OF INTRODUCTION OF BILL 22-11
PUBLIC SAFETY AMENDMENT FOR SCHOOL BUS MONITORING SYSTEMS
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 22-11 (Public Safety – School Bus Monitoring Systems) was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on May 17th, 2022.

A fair summary of the bill is as follows:
A legislative bill authorizing the use of school bus monitoring cameras pursuant to Annotated Code of Maryland, Transportation § 10-706.1(c). Enacted by the County Commissioners of Worcester County, Maryland, that Title PS7 (Law Enforcement Officers) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland is amended to add the following provisions:
Title PS7, Law Enforcement Officers, Subtitle II, School Bus Monitoring System, § PS 7-201. School Bus Monitoring System: The use of a school bus monitoring system consistent with the Annotated Code of Maryland is authorized. This Bill will take effect 45 days from the date of its passage.

The Commissioners will hold a:

PUBLIC HEARING
on
Tuesday, June 21, 2022
at 10:40 A.M.
in the
County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

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

THE WORCESTER COUNTY COMMISSIONERS

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff

Douglas Dods
Chief Deputy

APPROVED

TO: Mr. Joseph Parker
Deputy Chief Administrative Officer

FROM: Lt. Robert Trautman
Support Services Division – Commander

DATE: May 5th 2022

SUBJECT: State Law Allows the Use of School Bus Monitoring Systems Upon County Authorization

Introduced: Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, Purnell
WSY 5/17/22

The Sheriff's Office and the Board of Education are seeking enabling legislation to authorize the installation of school bus monitoring systems (SBMS) on buses used in Worcester County.

These systems are designed to reduce the illegal passing of school buses and to increase safety for students.

The Bus Patrol system will eliminate the need to have law enforcement vehicles follow buses to identify and stop the illegal passing of buses. The system will also eliminate the bus drivers having to contact the Board of Education Transportation Department to report the violations, who then contact the Sheriff's Office.

We have worked with the County Attorney to draft the legislation needed by state law to implement this program.

How SBMS Works

An SBMS is similar to a red-light camera, but for school buses. Cameras are installed on various locations on the exterior of each school bus. The cameras activate when the bus lights activate and capture video footage of vehicles making illegal passes of the bus.

All school buses will be equipped with all equipment needed by a vendor. As violations occur, the system will register the violation by video capture. Violation video footage will be sent to the Sheriff's Office. An appointed person from the Sheriff's Office will check the registration, and then send the registered owner information (name and address) back to the vendor. The vendor will issue (by mail) the violation ticket to the registered owner of the vehicle.

Costs/Revenue

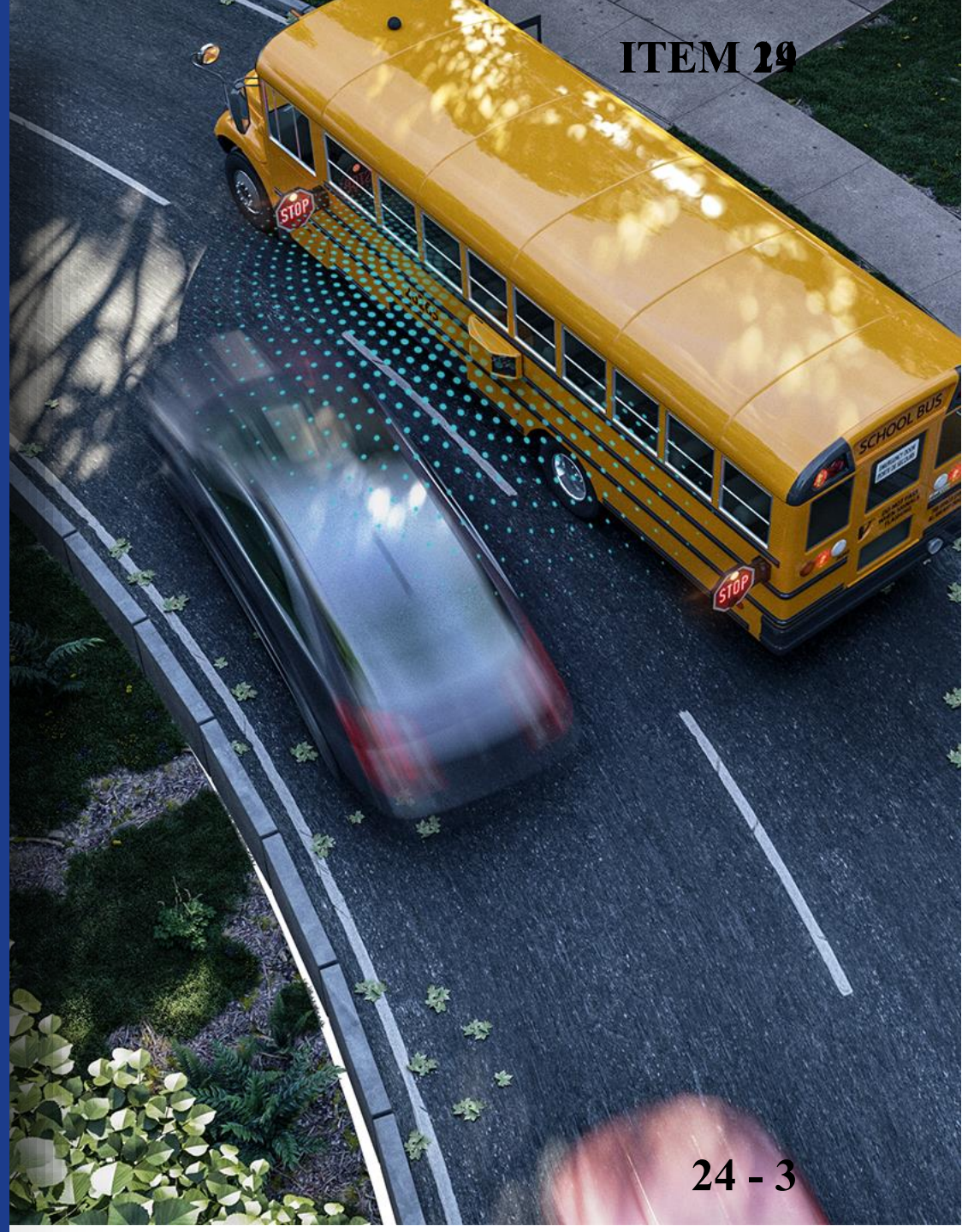
The system is provided at no cost to the County or the Board of Education. This is made possible through a violator-funded cost recovery model. Proceeds are divided between the vendor, the Sheriff's Office, and the BOE.

Worcester County Sheriff's Office
One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

BUSPATROL

World's Leading Stop-Arm Enforcement

Industry-Leading Hardware & Software



BUSPATROL

One-Day Stop-Arm Survey

NASDPTS National Association of State Directors of Pupil Transportation Services

Stop-Arm Violations: A National Problem that Needs to be Addressed

130,963
School Bus Drivers

Participated Across **39** States

2019 Results

BUSPATROL

One-Day Stop-Arm Survey

NASDPTS National Association of State Directors of Pupil Transportation Services

Stop-Arm Violations: A National Problem that Needs to be Addressed

95,319

STOP-ARM VIOLATIONS

OBSERVED IN ONE DAY

= **.73** ***VIOLATION RATE***

PER BUS
PER DAY

2019 Results

BUSPATROL

One-Day Stop-Arm Survey

NASDPTS National Association of State Directors of Pupil Transportation Services

Stop-Arm Violations: A National Problem that Needs to be Addressed

17 MILLION

STOP-ARM VIOLATIONS

OCCURING IN AMERICA

ACROSS 180-DAY SCHOOL YEAR

2019 Results – A National Problem

BUSPATROL

Automated Stop-Arm Enforcement

Traditional enforcement methodology makes enforcing the law and correcting motorist behaviour an impossible feat

2019-2020 BusPatrol Pilot in Allentown PA

ONLY **47**	ONLY **2**	**205**	**2.18**
School Days	School Buses	Camera Violations	**Avg. / Bus / Day**

PA Traditional Enforcement 2018 (Year)

ALL 2018	**16,381**	**667**	**0.00012**
School Weeks	School Buses	Tickets in 2018	**Avg. / Bus / Day**

https://local21news.com/news/local/state-police-officials-team-up-to-improve-pa-school-bus-safety

https://www.dmv.pa.gov/pages/pennsylvania-school-bus-statistics.aspx

BUSPATROL

School Bus Safety Programs

Pennsylvania has taken the proactive steps to reduce stop-arm violations by enabling stop-arm Legislation

$0
NO COST TO SCHOOL DISTRICTS
FOR LIFE OF PROGRAM

Most Deployed Stop-Arm Program in World

INDUSTRY-LEADING **TECHNOLOGY**

BUSPATROL

STOP-ARM TECHNOL0GY FEATURES

The stop-arm enforcement camera suite contains 3-5 high resolution cameras, optimized for performance in environments with variable weather and light conditions.

AI Assisted Technology

8 Lanes of Coverage

Variable Weather Conditions

Variable Light Conditions

4K & 180° Coverage

Anti Vibration Technology

HIGHEST STOP-ARM CAPTURING RATE

24 - 10

ITEM 24

BUSPATROL

LEARN HOW OUR ENFORCEMENT PROGRAM WORKS

BUS ROUTE

Stop-arm camera activated, while bus is in operation

Overhead lights activated, bus stops and stop-arm is deployed

Stop-arm violations are identified and recorded

Video, GPS and other supporting data sent to processing center

PROCESSING & REVIEW

BusPatrol reviewers compile video and evidence package

Video and supporting evidence package sent to law enforcement

Police issue a stop-arm violation ticket

LEARN HOW OUR ENFORCEMENT PROGRAM WORKS

ENFORCEMENT & EDUCATION

Ticket is mailed to offender with website containing link to access video evidence

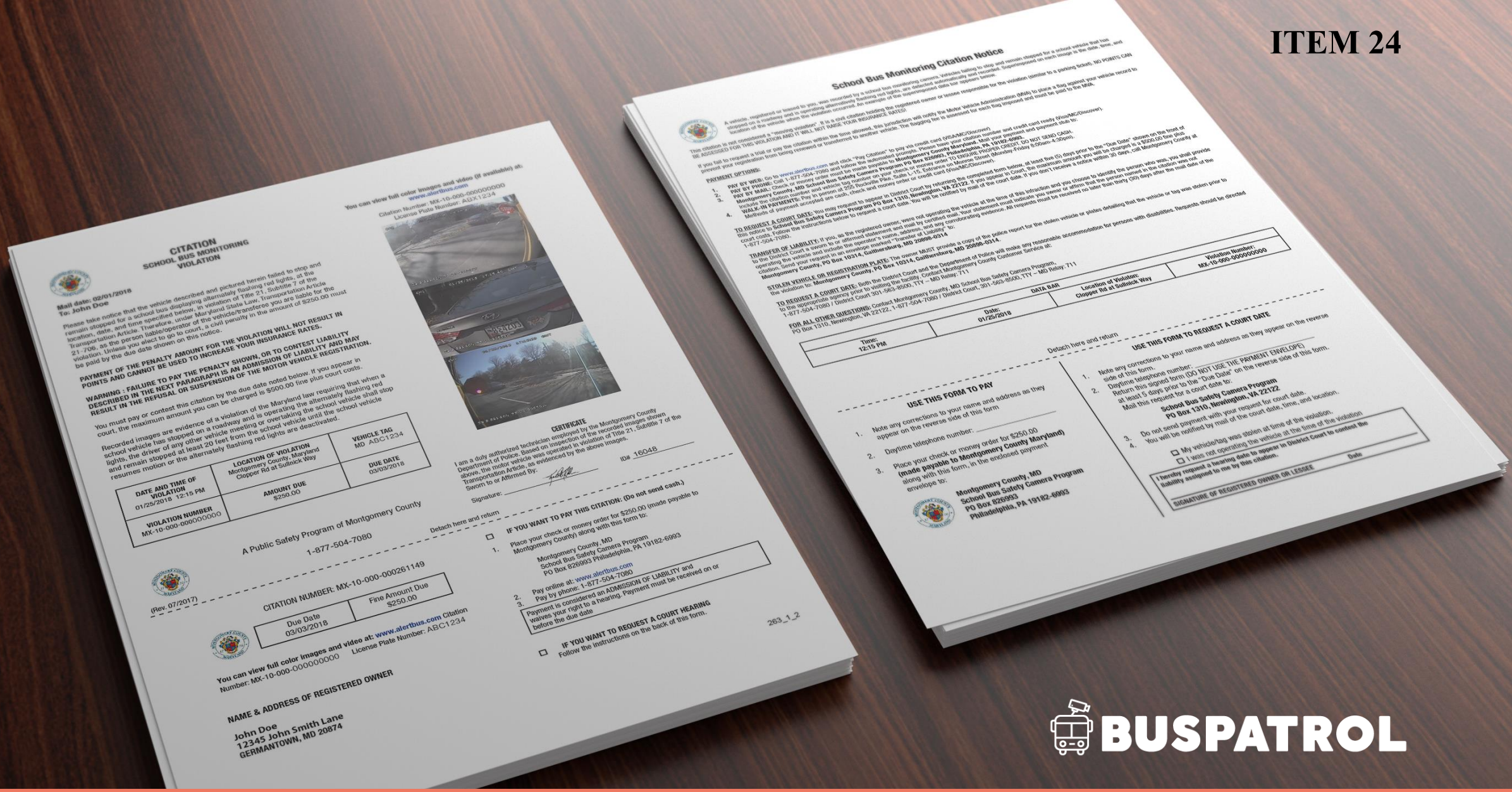
Driver makes payment online or at designated municipal office

Citation revenue used to cover program expenses

Call Center Available to Educate Drivers on Road Safety and Facilitate Citation Management and Collection

*Payment options also include phone and mail, including payment plans

FULL-STOP ENFORCEMENT PROGRAM MORE THAN TECHNOLOGY

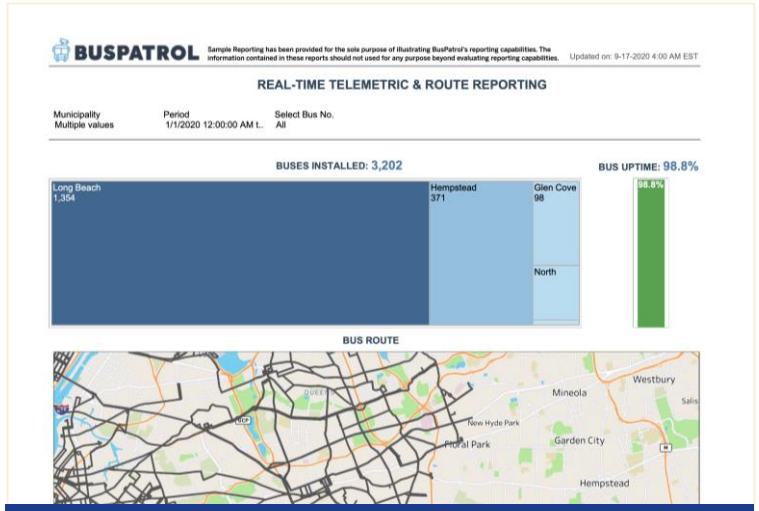


BUSPATROL

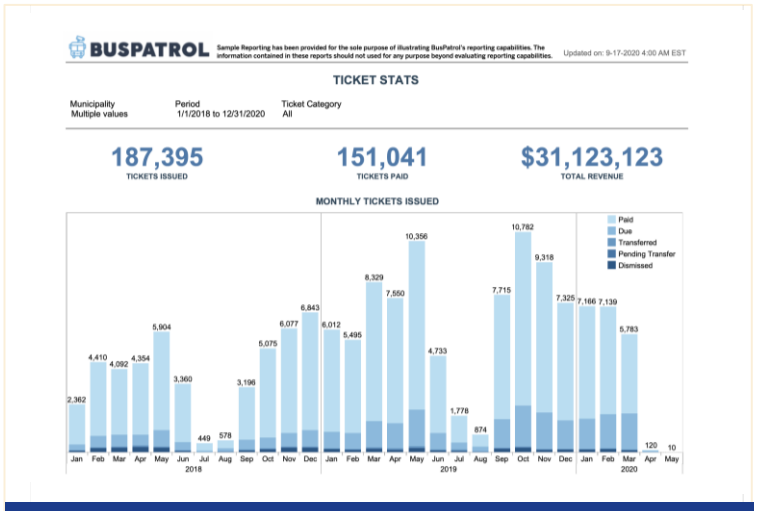
Example of Ticket Issued to Offender

Working With BusPatrol

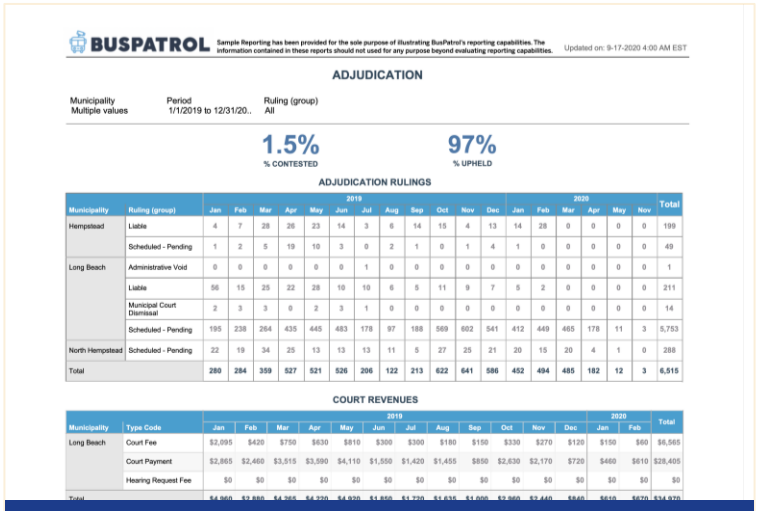
Technology-Enabled Delivery



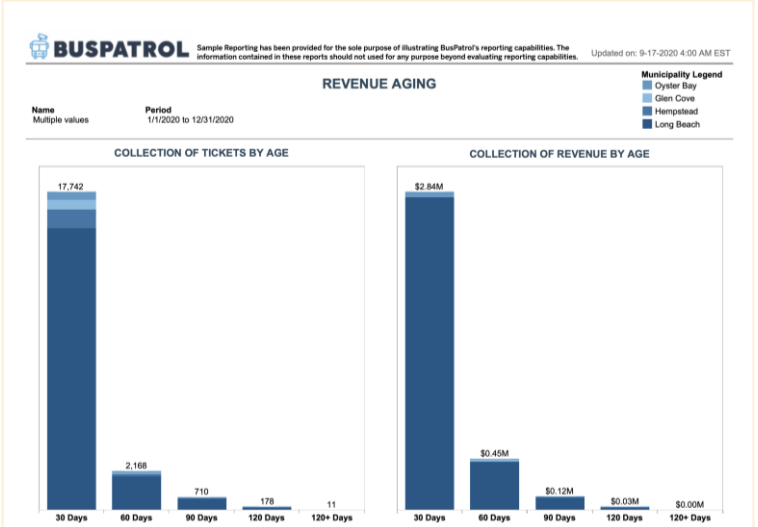
REAL-TIME ROUTE REPORTING



STOP-ARM VIOLATION STATS



ADJUDICATION



CITATION AGING

FLEET HEALTH ISSUES CLASSIFICATION

Modern cloud-based infrastructure delivering our underlying data model and analytics

PAID MEDIA TV Program Advertising

To reach a broader public audience, BusPatrol has produced a new video ad announcing the Nassau County program. The campaign highlights the partnernship as a national model for school health and safety technology.

POLITICAL NEWS NETWORKS

news12 LONG ISLAND · CNN · FOX NEWS channel · MSNBC

FAMILY-ORIENTED ENTERTAINMENT NETWORKS

Disney · Hallmark CHANNEL · nickelodeon · OWN OPRAH WINFREY NETWORK · TNT

PAID DIGITAL Digital Advertising

Targeted & Data-Driven Education Campaigns

Google Ads

EST. REACH

2 Million+

Impressions

*Ads run on desktop, mobile & Connected TVs

**Ads run on desktop, mobile, tablet.

AUDIENCE TARGETING

- Car Owners (18+)
- Nassau Parents of School-Age Children
- Education Community
- School Officials & Political Influencers

TACTICS AND REACH

Tactic	# Impressions
Sight & Stream - Pre-Roll, Connected TV, Over-the-Top[1]	990,740
Display Ads[2]	781,250
Facebook/IG Ads[2]	250,000
Total	**2,021,990**

Newsday
Print and Digital Ads

Industry Publications
School Transportation News
schoolbus FLEET

PAID MEDIA **Sponsored Content**

EARNED MEDIA **Public Relations**

- **Op-Ed pitchs / placements**

- **Exclusive curtain-raiser pitch to Newsday** announcing the new program, how it will work, innovative technologies and health/safety benefits, and framing it as national model for school transportation safety as part of their broader school re-opening plans.

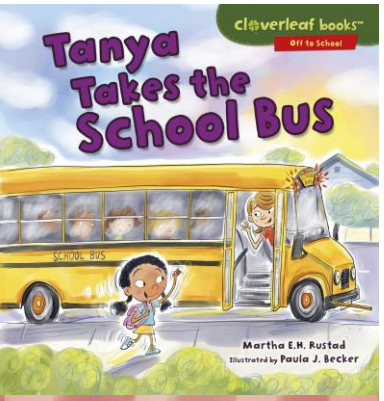
- **Press release to be distributed wide to LI, NY, & national media** contacts (jointly released first by Nassau and followed by BusPatrol) announcing the program launch.

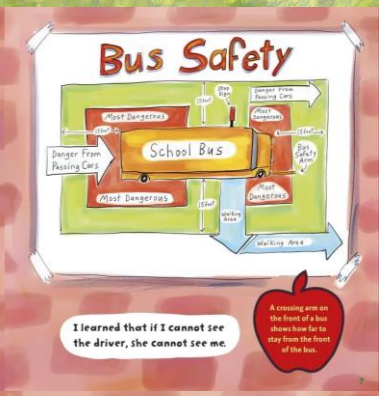
- **Behind-the-scenes TV exclusive with News12**, BusPatrol live school bus walkthrough and demonstration of how the technology and safety program work.

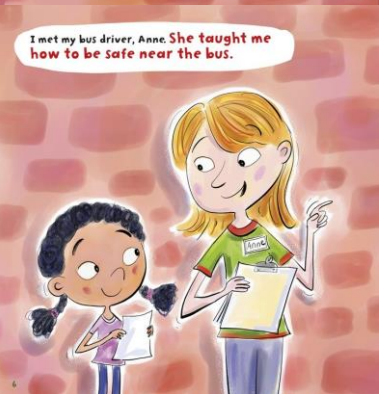
Newsday

news12 LONG ISLAND

CISION PR Newswire







EDUCATING NASSAU'S CHILDREN

Teaching Kids about the "Danger Zone"

Audience	Channels	PSA Material Produced
Parents with Preschoolers (2-5 Years)	• YouTube and online video and audio platforms • Social media targeting young parents with children • Digital media platforms	• 3D animated children's music video addressing the "danger zone" with catchy standalone song for audio platforms. • Exercise and coloring book (printable) to highlight the risks associated with the "danger zone" and how to cross safely.
Parents with Early School-Age Children (6-8), Preteens (9-12), Teenagers (13-17)	• Social media platforms • Schools as a distribution channel • Drivers Ed and DMV (for student drivers)	• Material for school districts to educate: - Presentations, videos, exercise handouts for teachers to use in classrooms. - Handouts for parents and PTAs. - Email and social content for schools to share • Social media video campaigns to educate • Website with additional info and downloads

BUSPATROL SAFETY TECH
BEYOND ENFORCEMENT

BUSPATROL

ADDITIONAL TECHNOLOGY FEATURES

The same technology that powers our stop-arm enforcement program enables school districts and municipalities to upgrade their fleet with supplementary safety technology:

Windshield Camera

Rearview Camera

Sideload Camera

Interior Cloud Connected Cameras

Health Check

Real-Time GPS & Reporting Tools

On Demand Video

Live View Streaming

Silent Alarm Emergency Alert System

INTERIOR
CAMERAS

Optional safety cameras available at no cost to school districts and municipalities

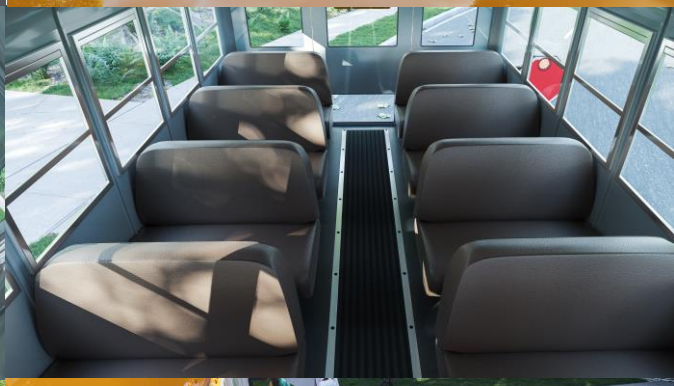
LIVE STREAMING

Remote Access

Cloud Connectivity

*Locations Customizable

4



BUSPATROL

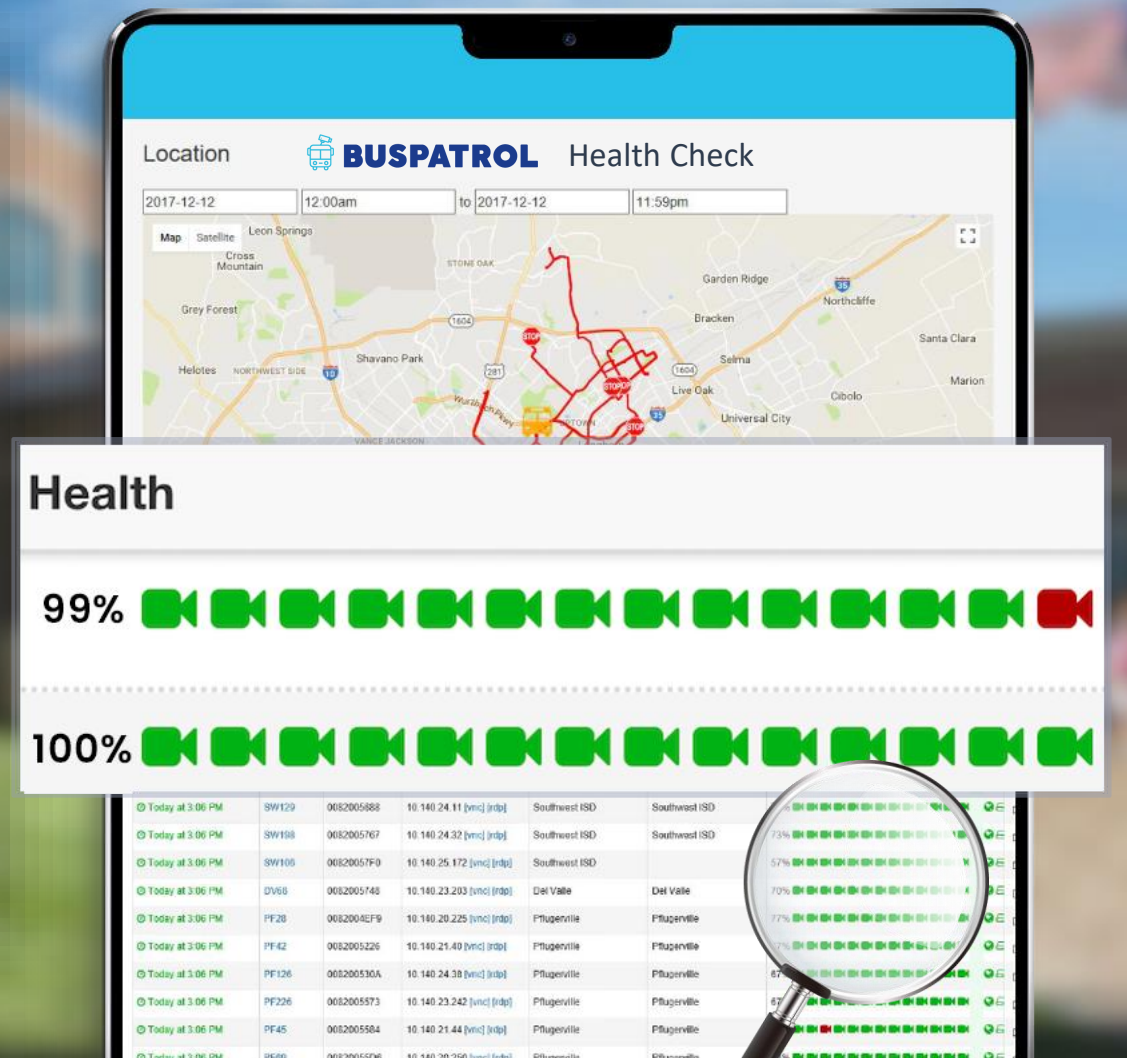
ADDITIONAL SAFETY FEATURES

The Best Hardware Demands the Best Software and Bundled Services to Support it

Partner Portal

Health Check

- Real-time overview of BusPatrol's pupil transportation technology and tools.
- Quickly review the status and functionality of cameras across your entire fleet to ensure optimal citation management.



BUSPATROL

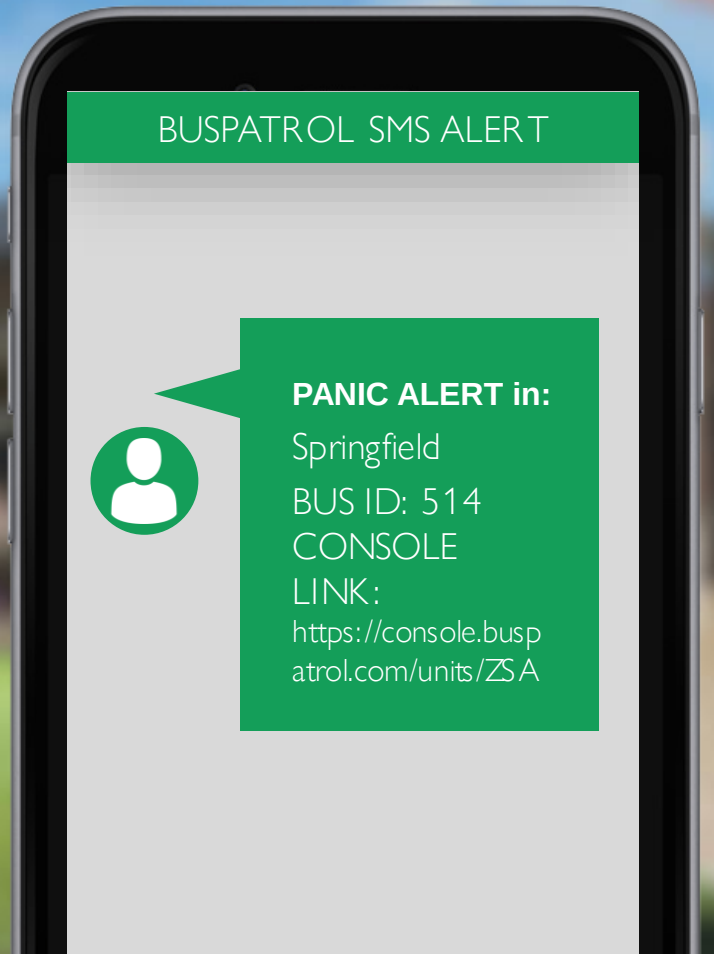
ADDITIONAL SAFETY FEATURES

The Best Hardware Demands the Best Software and Bundled Services to Support it

Real-Time
Emergency Alerts

BusPatrol Silent Alarm triggers a notification link that provides important information including still images, GPS info, and live view.

SILENT ALARM
SAFETY FEATURE



ADDITIONAL SAFETY FEATURES

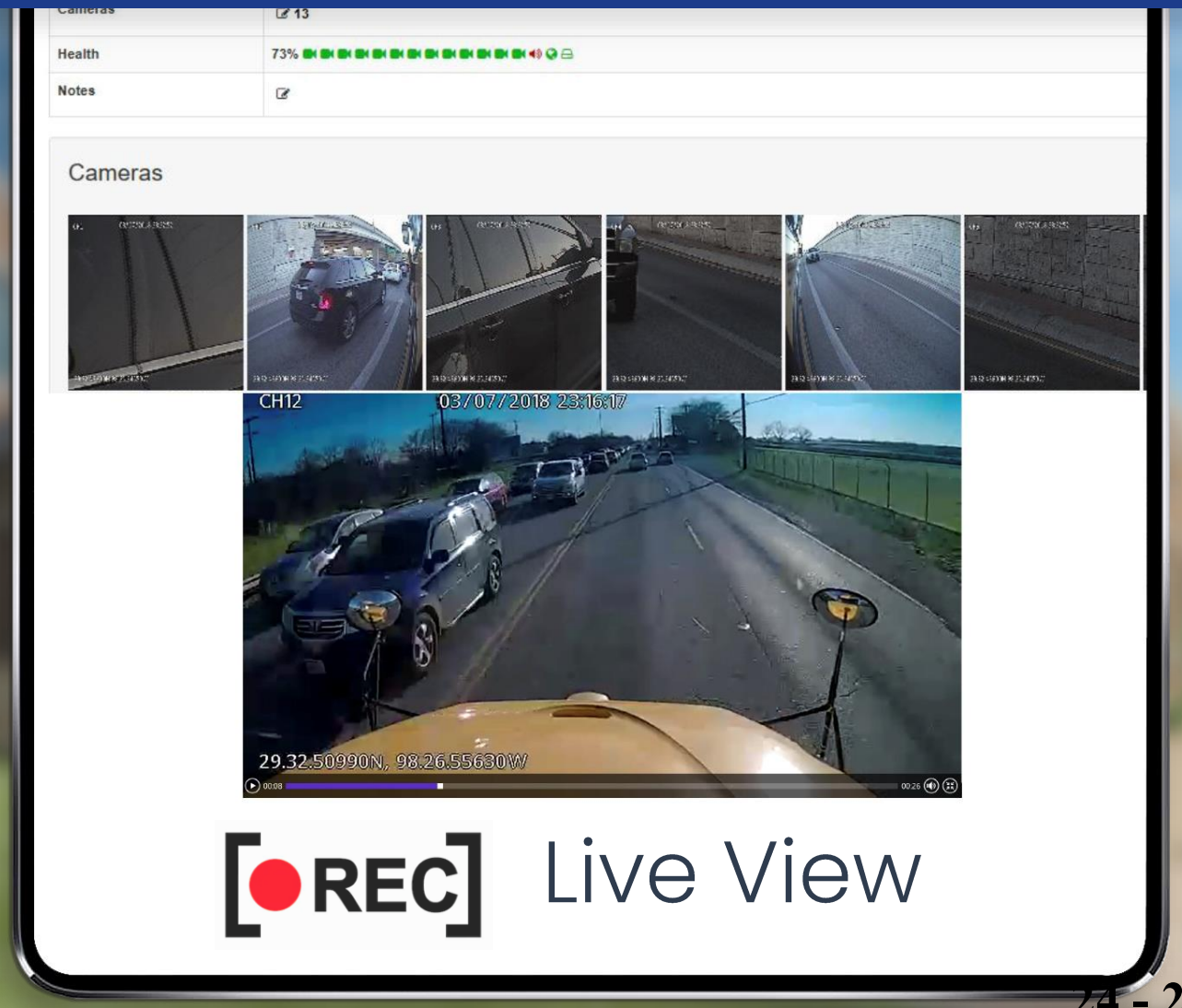
The Best Hardware Demands the Best Software and Bundled Services to Support it

Partner Portal

Live View Streaming

Our exclusive capability allows school officials to remotely access live audio & video feeds from the school bus when incidents occur.

SAFETY FEATURE



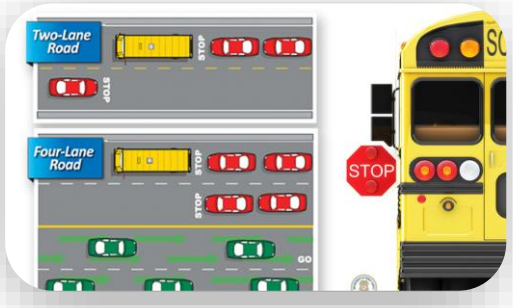
SCHOOL BUS
STOP
STOP
SAFEGUARD YOUR
ENTIRE FLEET AT NO COST
$0
INTEGRATED SAFETY TECHNOLOGY SOLUTIONS

BUSPATROL

COMPLETE PROGRAM MANAGEMENT

MUCH MORE THAN HARDWARE & SOFTWARE SOLUTIONS

SOFTWARE LICENSES
& Connectivity Charges



PSA & SIGNAGE
Awareness Campaigns

MAINTENANCE
Hardware & Software

CUSTOMER SUPPORT
Violator Education

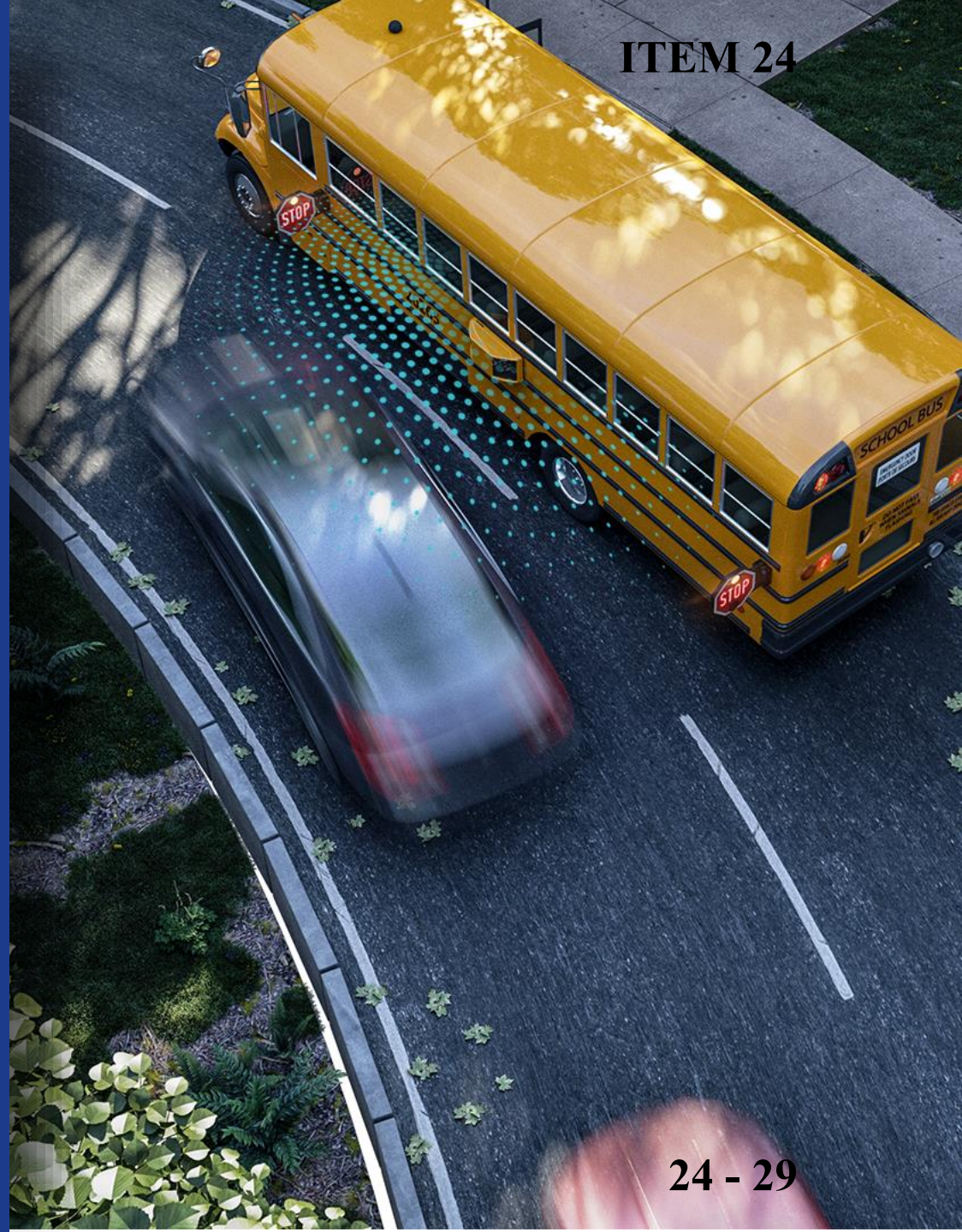
ADJUDICATION SERVICES
Violator Support

98% OF THE VIOLATORS WHO GET A TICKET
VIA THE STOP-ARM CAMERA PROGRAM
DON'T ILLEGALLY PASS A
SCHOOL BUS A SECOND TIME.

ONCE THEY KNOW THE LAW IS BEING ENFORCED, THEY STOP.

BUSPATROL

Matt Anderson
714.788.0383
matt.anderson@buspatrol.com



CIVIL PENALTY CITATION

CITY OF MANASSAS, VIRGINIA
SCHOOL BUS STOP ARM SAFETY PROGRAM

CITATION #	MAILED ON
VA-37-752-000182016	08/03/2016

The City of Manassas has implemented a School Bus Stop Arm Safety Program in an effort to reduce the number of motor vehicles unlawfully passing stopped school buses. The vehicle identified in this Citation was video-taped passing a stopped school bus in violation of Code of Virginia § 46.2-844. See Code of Virginia and the Code of Ordinances for the City of Manassas, Virginia § 114-44. Those sections provide for a civil penalty of $250.00.

DATE AND TIME OF VIOLATION	08/03/2016 4:28pm
LOCATION OF VIOLATION	1500 Block of Main Street
REGISTERED VEHICLE OWNER	Joseph Michael Smith
OWNER'S STREET ADDRESS	18 Mayberry Ln Manassas, VA 20122
VEHICLE STATE & LICENSE NUMBER	VA / J2H-MP4
VEHICLE MAKE	Ford

FINE AMOUNT	ORDINANCE & DESCRIPTION
$250 **DUE BY 09/03/2016**	**City Code Section 114-44:** Failure to stop when approaching school bus stopped for the purpose of taking on or discharging children, the elderly or the handicapped.
IF YOU FAIL TO PAY THE CIVIL PENALTY BY 09/03/2016, YOU MAY RECEIVE A SUMMONS TO APPEAR IN COURT PURSUANT TO CODE OF VIRGINIA §46.2-844.	**If you were not the operator of the vehicle identified above at the time of the violation**, you may complete the attached affidavit which the City will consider in deciding whether to issue a summons. If a summons is issued and you wish to contest the matter, you should carefully review the summons and the provisions of Section 46.2-844 of the Code of Virginia.

Based on my review and inspection of the evidence, including the recorded images, I state that a violation of Code of Virginia § 46.2-844 and Manassas City Code 114-44 did occur.

John K. Doe	1936
POLICE OFFICER	**UNIT NUMBER**

CUT HERE

School Bus Stop Arm Safety Program
P. O. Box 1310
Newington, VA 22122

For additional information or questions please call 1-877-504-7080, Monday – Friday, 8 AM – 5 P.M. ET, or visit **www.alertbus.com**

Registered Vehicle Owner:

Joseph Michael Smith
18 Mayberry Ln
Manassas, VA 20112

Citation #
VA-37-752-000182016

$250
DUE BY 09/03/2016

PAYMENT OF CIVIL PENALTY

CITY OF MANASSAS SCHOOL BUS STOP ARM SAFETY PROGRAM

YOU MUST PAY OR CONTEST THE CIVIL FINE BY 8/03/2016. As the vehicle owner, you have the right to contest the civil fine in an administrative adjudication hearing by submitting a request for a hearing within 30 days after the citation is issued/mail date. A request to have the enforcement officer present at the hearing must be made at the time of your request for an administrative adjudication hearing, and failure to timely make this request constitutes a waiver of the vehicle owner's right to have the enforcement officer at the hearing.
To contest this civil penalty citation, please call 1-877-504-7080.

VIEW VIOLATION ON THE INTERNET at www.alertbus.com. In addition to the photographs contained in this citation, you may view the recorded images on the Internet at www.alertbus.com. You may login using your citation number and license plate number. For technical support, please contact support@alertbus.com.

PAY THE CIVIL PENALTY. Payment of the civil penalty may be made by one of the following options.

CREDIT/DEBIT CARD: Payments of the civil penalty may be made online using Visa or MasterCard at: **www.alertbus.com**. You may login online using your citation number and license plate number.

CHECK OR MONEY ORDER: Payments by personal check or money order are accepted by mail. Complete the payment coupon below and mail it to the address shown on the coupon. **No cash payments are accepted by mail.**

FAILURE TO PAY OR CONTEST CIVIL PENALTY. If you fail to timely pay or contest the civil penalty within 30 days after the citation mail date, you may receive a summons to appear in court pursuant to Code of Virginia § 46.2-844. Failure to timely pay or contest is considered an admission of liability for the violation, is a waiver of the vehicle owner's right to appeal the civil fine, and will result in the assessment of appropriate civil fines, penalties, and costs, including a $25 late payment penalty. An arrest warrant may not be issued for failure to timely pay the civil fines, penalties, and court costs, and the imposition of the civil penalty may not be recorded on the owner's driving record.

CUT HERE

AFFIDAVIT

Citation #
VA-37-752-000182016

"I declare under penalty of perjury that I was not the operator of the vehicle identified in the above citation number at the time of the alleged violation. All information I have submitted is true and correct based on my personal knowledge."

MAIL TO: School Bus Stop Arm Safety Program
P.O. Box 1310, Newington, VA 22122

THIS AFFIDAVIT MUST BE NOTARIZED:

OWNER'S NAME	
ADDRESS (Street, City, State, ZIP)	
SIGNATURE	
DATE	
PHONE NO.	

COMMONWEALTH OF VIRGINIA COUNTY OF		*(seal)*
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON	BY	
SIGNATURE		
COMMISSION EXPIRES		

CUT HERE

PAYMENT COUPON

SCHOOL BUS STOP ARM SAFETY PROGRAM

Citation #
VA-37-752-000182016

$250
DUE BY 09/03/2016

PAYMENT METHOD	☐ Check ☐ Money Order
PHONE NO. (Required)	
PRINTED NAME (Required)	
SIGNATURE (Required)	

Checks and money orders should be made payable to:
School Bus Stop Arm Safety Program

MAIL TO: **School Bus Stop Arm Safety Program**
P. O. Box 1310
Newington, VA 22122

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

West's Annotated Code of Maryland
Transportation
Title 21. Vehicle Laws--Rules of the Road (Refs & Annos)
Subtitle 7. Special Stops Required (Refs & Annos)

MD Code, Transportation, § 21-706.1

§ 21-706.1. Report of violations witnessed by school bus operators

Effective: May 8, 2020
Currentness

Definitions

(a)(1) In this section the following words have the meanings indicated.

(2) "Law enforcement agency" means a law enforcement agency of a local political subdivision that is authorized to issue a citation for a violation of the Maryland Vehicle Law or of local traffic laws or regulations.

(3)(i) "Owner" means the registered owner of a motor vehicle or a lessee of a motor vehicle under a lease of 6 months or more.

(ii) "Owner" does not include:

1. A motor vehicle leasing company; or

2. A holder of a special registration plate issued under Title 13, Subtitle 9, Part III of this article.

(4) "Recorded image" means images recorded by a school bus monitoring camera:

(i) On:

1. Two or more photographs;

2. Two or more microphotographs;

3. Two or more electronic images;

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4. Videotape; or

5. Any other medium; and

(ii) Showing a motor vehicle and, on at least one image or portion of tape, clearly identifying the registration plate number of the motor vehicle.

(5) "School bus monitoring camera" means a camera placed on a school bus that is designed to capture a recorded image of a driver of a motor vehicle committing a violation.

(6) "Violation" means a violation of § 21-706 of this subtitle.

Contents of report; warning to owner of vehicle

(b)(1)(i) If a school bus operator witnesses a violation, the operator may promptly report the violation to a law enforcement agency exercising jurisdiction where the violation occurred.

(ii) The report, to the extent possible, shall include:

1. Information pertaining to the identity of the alleged violator;

2. The license number and color of the vehicle involved in the violation;

3. The time and location at which the violation occurred; and

4. An identification of the vehicle as an automobile, station wagon, truck, bus, motorcycle, or other type of vehicle.

(2) If the identity of the operator of the vehicle at the time the violation occurred cannot be established, the law enforcement agency shall issue to the registered owner of the vehicle, a warning stating:

(i) That a report of a violation was made to the law enforcement agency and that the report described the owner's vehicle as the vehicle involved in the violation;

(ii) That there is insufficient evidence for the issuance of a citation;

(iii) That the warning does not constitute a finding that the owner is guilty of the violation; and

(iv) The requirements of § 21-706 of this subtitle.

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School bus monitoring cameras

(c)(1) A school bus monitoring camera may not be used in a local jurisdiction under this section unless its use is authorized by the governing body of the local jurisdiction by local law enacted after reasonable notice and a public hearing.

(2) If authorized by the governing body of the local jurisdiction, a law enforcement agency, in consultation with the county board of education, may place school bus monitoring cameras on school buses in the county.

Recorded images by school bus monitoring cameras

(d) A recorded image by a school bus monitoring camera under this section indicating that the driver of a motor vehicle has committed a violation shall include:

(1) An image of the motor vehicle;

(2) An image of at least one of the motor vehicle's registration plates;

(3) The time and date of the violation; and

(4) To the extent possible, the location of the violation.

Civil penalties

(e)(1) Unless the driver of the motor vehicle received a citation from a police officer at the time of the violation, the owner or, in accordance with subsection (h)(5) of this section, the driver of a motor vehicle is subject to a civil penalty if the motor vehicle is recorded by a school bus monitoring camera during the commission of a violation.

(2) A civil penalty under this subsection may not exceed $500.

(3) For purposes of this section, the District Court shall prescribe:

(i) A uniform citation form consistent with subsection (f)(1) of this section and § 7-302 of the Courts Article; and

(ii) A civil penalty, which shall be indicated on the citation, to be paid by persons who choose to prepay the civil penalty without appearing in District Court.

Information sent by by law enforcement agencies

(f)(1) Subject to the provisions of paragraphs (2) through (5) of this subsection, a law enforcement agency shall mail to the owner liable under subsection (e) of this section a citation that shall include:

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(i) The name and address of the registered owner of the vehicle;

(ii) The registration number of the motor vehicle involved in the violation;

(iii) The violation charged;

(iv) To the extent possible, the location of the violation;

(v) The date and time of the violation;

(vi) A copy of the recorded image;

(vii) The amount of the civil penalty imposed and the date by which the civil penalty must be paid;

(viii) A signed statement by a technician employed by the law enforcement agency that, based on inspection of recorded images, the motor vehicle was being operated during the commission of a violation;

(ix) A statement that recorded images are evidence of a violation; and

(x) Information advising the person alleged to be liable under this section:

1. Of the manner and time in which liability as alleged in the citation may be contested in the District Court; and

2. That failure to pay the civil penalty or to contest liability in a timely manner is an admission of liability and may result in refusal or suspension of the motor vehicle registration.

(2) The law enforcement agency may mail a warning notice in place of a citation to the owner liable under subsection (e) of this section.

(3)(i) Before mailing a citation to a motor vehicle rental company liable under subsection (e) of this section, a law enforcement agency shall mail a notice to the motor vehicle rental company stating that a citation will be mailed to the motor vehicle rental company unless, within 45 days of receiving the notice, the motor vehicle rental company provides the law enforcement agency with:

1. A statement made under oath that states the name and last known mailing address of the individual driving or renting the motor vehicle when the violation occurred;

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2. A. A statement made under oath that states that the motor vehicle rental company is unable to determine who was driving or renting the vehicle at the time the violation occurred because the motor vehicle was stolen at the time of the violation; and

B. A copy of the police report associated with the motor vehicle theft claimed under item A of this item; or

3. Payment for the penalty associated with the violation.

(ii) A law enforcement agency may not mail a citation to a motor vehicle rental company liable under subsection (e) of this section if the motor vehicle rental company complies with subparagraph (i) of this paragraph.

(4) Except as provided in paragraph (3) of this subsection and subsection (h)(5) of this section, a citation issued under this section shall be mailed no later than 2 weeks after the alleged violation.

(5) A person who receives a citation under paragraph (1) of this subsection may:

(i) Pay the civil penalty, in accordance with instructions on the citation, directly to the county; or

(ii) Elect to stand trial for the alleged violation.

Certificates alleging violations

(g)(1) A certificate alleging that a violation occurred, sworn to or affirmed by a duly authorized agent of a law enforcement agency, based on inspection of recorded images produced by a school bus monitoring camera shall be evidence of the facts contained in the certificate and shall be admissible in any proceeding concerning the alleged violation.

(2) Adjudication of liability shall be based on a preponderance of evidence.

Defenses

(h)(1) The District Court may consider in defense of a violation:

(i) Subject to paragraph (2) of this subsection, that the motor vehicle or registration plates of the motor vehicle were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation;

(ii) Subject to paragraph (3) of this subsection, evidence that the person named in the citation was not operating the vehicle at the time of the violation; and

(iii) Any other issues and evidence that the District Court deems pertinent.

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(2) In order to demonstrate that the motor vehicle or the registration plates were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation, the owner must submit proof that a police report about the stolen motor vehicle or registration plates was filed in a timely manner.

(3) To satisfy the evidentiary burden under paragraph (1)(ii) of this subsection, the person named in the citation shall provide to the District Court evidence to the satisfaction of the District Court of who was operating the vehicle at the time of the violation, including, at a minimum, the operator's name and current address.

(4)(i) The provisions of this paragraph apply only to a citation that involves a Class E (truck) vehicle with a registered gross weight of 26,001 pounds or more, Class F (tractor) vehicle, Class G (trailer) vehicle operated in combination with a Class F (tractor) vehicle, or Class P (passenger bus) vehicle.

(ii) To satisfy the evidentiary burden under paragraph (1)(ii) of this subsection, the person named in a citation described under subparagraph (i) of this paragraph may provide to the District Court a letter, sworn to or affirmed by the person and mailed by certified mail, return receipt requested, that:

1. States that the person named in the citation was not operating the vehicle at the time of the violation; and

2. Provides the name, address, and driver's license identification number of the person who was operating the vehicle at the time of the violation.

(5)(i) If the District Court finds that the person named in the citation was not operating the vehicle at the time of the violation or receives evidence under paragraph (4)(ii)2 of this subsection identifying the person driving the vehicle at the time of the violation, the clerk of the court shall provide to the law enforcement agency issuing the citation a copy of any evidence substantiating who was operating the vehicle at the time of the violation.

(ii) On the receipt of substantiating evidence from the District Court under subparagraph (i) of this paragraph, the law enforcement agency may issue a citation as provided in subsection (f) of this section to the person that the evidence indicates was operating the vehicle at the time of the violation.

(iii) A citation issued under subparagraph (ii) of this paragraph shall be mailed no later than 2 weeks after receipt of the evidence from the District Court.

Failure to pay civil penalties

(i) If the civil penalty is not paid and the violation is not contested, the Administration may refuse to register or reregister or may suspend the registration of the motor vehicle.

Civil penalties for violations

(j) A violation for which a civil penalty is imposed under this section:

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(1) Is not a moving violation for the purpose of assessing points under § 16-402 of this article and may not be recorded by the Administration on the driving record of the owner or driver of the vehicle;

(2) May be treated as a parking violation for purposes of § 26-305 of this article; and

(3) May not be considered in the provision of motor vehicle insurance coverage.

Procedures for issuance of citations, trials, and collection of penalties

(k) In consultation with law enforcement agencies, the Chief Judge of the District Court shall adopt procedures for the issuance of citations, trials for violations, and the collection of civil penalties imposed under this section.

Credits

Added by Acts 1988, c. 199. Amended by Acts 2011, c. 273, § 1, eff. Oct. 1, 2011; Acts 2012, c. 124, § 1, eff. July 1, 2012; Acts 2017, c. 683, § 1, eff. Oct. 1, 2017; Acts 2017, c. 744, § 1, eff. July 1, 2017; Acts 2019, c. 429, § 1, eff. June 1, 2019; Acts 2020, c. 628, § 1, eff. May 8, 2020.

MD Code, Transportation, § 21-706.1, MD TRANS § 21-706.1
Current through Joint Resolution 1 from the 2022 Regular Session of the General Assembly. Some statute sections may be more current, see credits for details.

End of Document

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DCAO NOTE: If approve for Introduction will be BILL 22-11

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 22-__

BY:

INTRODUCED:

A legislative bill authorizing the use of school bus monitoring cameras pursuant to Annotated Code of Maryland, Transportation § 10-706.1(c).

I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that Title PS7 (Law Enforcement Officers) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland is amended to add the following provisions:

Title PS7, Law Enforcement Officers, Subtitle II

School Bus Monitoring System

§ PS 7-201. School Bus Monitoring System

The use of a school bus monitoring system consistent with the Annotated Code of Maryland is authorized.

II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

PASSED this _____ day of _____, 2022.

Attest:

County Commissioners of Worcester County, Maryland

_____
Weston S. Young
Chief Administrative Officer

_____
Joseph M. Mitrecic, President

_____
Theodore J. Elder, Vice President

_____
Anthony W. Bertino, Jr., Commissioner

_____
Madison J. Bunting, Jr., Commissioner

_____
James C. Church, Commissioner

_____
Joshua C. Nordstrom, Commissioner

_____
Diana Purnell, Commissioner

MARYLAND'S Coast WORCESTER COUNTY

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

May 24th, 2022

TO: *The Daily Times Group* and *The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: Public Hearing on American Rescue Plan Act Funding

Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on June 2, 2022 and June 9, 2022. Thank you.

NOTICE OF
PUBLIC HEARING FOR
AMERICAN RESCUE PLAN ACT FUNDING
WORCESTER COUNTY, MARYLAND

The Worcester County Commissioners will hold a public hearing on the application of disbursed American Rescue Plan Act (ARPA) funding to comply with federal guidance and provide direction to staff. Of the $10,154,000 ARPA funds dedicated to Worcester County, $3,487,000 is currently obligated to the following: Lewis Road Sewer Project, Maryland Broadband Cooperative, Talkie Grant Match and Riddle Farm Waste Water Treatment Plant. $6,667,000 remains to be designated. At said public hearing the County Commissioners will consider five broad categories for the use of ARPA funds to include the following: Category 1: Public Sector Revenue Loss Allowance; Category 2: Public Health and Economic Response; Category 3 Restore and Support Public Sector Capacity; Category 5: Premium Pay for Essential Workers; Category 5: Water and Sewer and Broadband Infrastructure. The County Commissioners will hold a

PUBLIC HEARING
on
TUESDAY, JUNE 21st, 2022
AT 10:45 AM
COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863
www.co.worcester.md.us.
THE WORCESTER COUNTY COMMISSIONERS

APPROVED

MARYLAND'S Coast WORCESTER COUNTY

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

WSY 5/5/22

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: April 25, 2022
RE: ARPA Public Hearing Request

Since our last discussion in September 2021, updated guidance has been issued by the US Department of the Treasury on the spending of ARPA funds. I have attached a summary of pertinent guidance on Page 2. We are also due to receive the second tranche of ARPA funding in June. Due to these factors, **I am requesting permission to schedule a public hearing** to stay in line with the federal guidance as well as to ultimately provide direction to staff to begin expending the funds.

Of the $10,154,000 ARPA funds dedicated to Worcester County, we have currently obligated $3,487,000 and is further detailed on page 5. This leaves $6,667,000 currently unallocated.

ARPA Guidance

CATEGORY 1. PUBLIC SECTOR REVENUE LOSS ALLOWANCE

Counties may use revenue loss for general government services up to the revenue loss amount, whether using the standard allowance (up to $10 million) or the amount calculated using Treasury's formula for each eligible year:

- Government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise
- Common examples include, but are not limited to:
- Construction of schools and hospital
- Road building and maintenance, and other infrastructure
- Health services
- General government administration, staff and administrative facilities
- Environmental remediation
- Police, first responders and other public safety services (including purchase of fire trucks, police vehicles and other equipment)
- Other general government services

RECOVERY FUNDS USED TO REPLACE "REVENUE LOSS" ARE MORE FLEXIBLE AND MAY BE USED FOR A BROAD RANGE OF GOVERNMENT SERVICES, PROGRAMS AND PROJECTS OUTSIDE OF TYPICAL ELIGIBLE USES OF RECOVERY FUNDS UNDER THE FINAL RULE.

HOWEVER, the following activities are NOT an eligible use of a county's "revenue loss" allowance:

- Extraordinary contribution to a pension fund — Does not apply to pension contributions that are part of regular payroll contributions for employees whose wages and salaries are an eligible use of Recovery Funds
- Debt service payment, including Tax Anticipation Notes (TANs)
- Rainy day or reserve account
- Settlement agreement, judgment, consent decree or judicially confirmed debt (with limited exceptions)
- (NEW) Activity that conflicts with the purpose of the American Rescue Plan Act statute (e.g. uses of funds that conflict with COVID-19 mitigation practices in line with CDC guidance and recommendations)
- Violations of Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance

CATEGORY 2. PUBLIC HEALTH AND ECONOMIC RESPONSE

- Public Health
- Assistance to households
- Assistance to small businesses
- Assistance to nonprofits
- Aid to impacted industries
- Public Sector Capacity

CATEGORY 3. RESTORE AND SUPPORT PUBLIC SECTOR CAPACITY

Counties may use Recovery Funds to restore and bolster public sector capacity, with the goal of supporting the public sector's ability to deliver critical COVID-19 services.

1. Cover payroll and covered benefits for existing public safety, public health, health care, human services and similar employees of a recipient government (WARNING: ARP Recovery Funds have different rules than the CARES Act!)

2. Rehire public sector staff to pre-pandemic levels OR above pre-pandemic levels with a 7.5 percent growth allowance

3. Support and retain public sector workers:

- Provide additional funding for employees who experienced pay reductions or were furloughed
- Maintain current compensation levels to prevent layoffs
- Provide worker retention incentives, including reasonable increases in compensation (shall be additive to an employee's regular compensation and shall be less than 25 percent of the rate of base pay for an individual and no more than 10 percent for a group)
- Cover administrative costs associated with hiring, support and retention programs

4. Provide effective service delivery (including cleanup of county services backlogs, program evaluations, and technology upgrades)

CATEGORY 4. PREMIUM PAY FOR ESSENTIAL WORKERS

Counties may provide premium pay (up to $13 per hour & capped at $25K per individual) to eligible workers performing essential work, either in public sector roles or through grants to third-party employers.

CATEGORY 5. WATER AND SEWER AND BROADBAND INFRASTRUCTURE

Counties may use Recovery Funds for a broad range of water, sewer and stormwater infrastructure investments.

NEW ELIGIBLE WATER & SEWER PROJECTS UNDER FINAL RULE

- Culvert repair
- Resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, including:
  — Lead testing
  — Installation of corrosion control treatment
  — Lead service line replacement
  — Water quality testing, compliance monitoring, and remediation activities (I.e. replacement of internal plumbing and faucets and fixtures in schools and childcare facilities)

The Final Rule broadens eligible broadband infrastructure investments to ensure better connectivity for residents.

1. IDENTIFY AN ELIGIBLE AREA FOR INVESTMENT

- Counties are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100 Mbps download/20 Mbps upload speeds
- Beyond the threshold, counties have broad flexibility to define need in a community. Examples of need include: — Lack of access to a reliable high-speed broadband connection — Lack of affordable broadband — Lack of reliable service

2. DESIGN A PROJECT TO MEET HIGH-SPEED TECHNICAL STANDARDS

- Projects are required to meet or exceed 100 Mbps download/100 Mbps upload (with flexibility for 100 Mbps/20 Mbps upgrades in more limited scenarios)

3. REQUIRES ENROLLMENT IN LOW-INCOME SUBSIDY PROGRAM
   • Must offer FCC's Affordable Connectivity Program (ACP) or provide access to broad-based affordability program to low-income consumers as part of the project

General Fund - American Rescue Plan Act (ARPA)of 2021
ARPA Expenditures 6/1/21-12/31/24
Updated As of 03/31/22

1

American Rescue Plan Act 2021 $10,154,000	Date		Obligated	
1st Half deposit received	06/01/21	5,077,000.00		
2nd Half desposit estimated	~6/1/2022	5,077,000.00		
Lewis Road Sewer Extension	06/15/21		507,000.00	
Maryland Broadband Cooperative	09/21/21		820,000.00	
Talkie Grant Match	01/11/22		2,000,000.00	
Riddle Farm Waste Water Treatment Plant	03/01/22		160,000.00	
acct 100.1090.070.6160.400				Available
		10,154,000.00	**3,487,000.00**	**6,667,000.00**

American Rescue Plan Act 2021 Expenditures	Obligated	Expended	Remaining	Expense Category *
Lewis Road Sewer Extension	507,000.00	-	507,000.00	Water, Sewer, Broadband
Maryland Broadband Cooperative	820,000.00	-	820,000.00	Water, Sewer, Broadband
Talkie Grant Match	2,000,000.00	-	2,000,000.00	Revenue Loss
Riddle Farm Waste Water Treatment Plant	160,000.00	(114,850.00)	45,150.00	Revenue Loss
			-	
acct 100.1090.070.6160.400			-	
	3,487,000.00	**(114,850.00)**	**3,372,150.00**	

* ARPA Expense Categories

Public Health and Economic Response
Restore and Support Public Sector Capacity
Premium Pay for Essential Workers
Water and Sewer and Broadband Infrastructure
Revenue Loss (may still be used for above categories)
Counties may use revenue loss for general government services up to $10 million.
Government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise.